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This Instrument was Prepared by:

ROBERT A. FORD

Turner, Ford & Buckingham, P.A.

Attorneys At Law

3030 Hartley Rd., Suite 200

Jacksonville, FL 32217

COVENANTS AND RESTRICTIONS  
FOR  
HIBERNIA OAKS

BOOK 1313 PAGE 551

WHEREAS, Hibernia Oaks Joint Venture, a Florida general partnership, is the owner of certain real property in Clay County, Florida, more particularly described in Exhibit "A" hereto and in that plat of Hibernia Oaks, Unit One, recorded in Plat Book 24, pages 1 and 2, of the public records of Clay County, Florida; and

WHEREAS, the Developer intends that, except as herein otherwise specifically set forth, each of the lots shown on the Plat shall be used solely for residential purposes and is therefore desirous of placing certain covenants and restrictions upon the use of all of the lands described in the Plat for the mutual benefit of all the owners of lots located therein, and is desirous that these Covenants and Restrictions shall run with the title to the land hereby restricted;

WHEREAS, Developer has, or may acquire additional real property abutting to the Land, which additional real property may be annexed by Developer, and made subject to the terms and conditions of these Covenants and Restrictions, and brought within the jurisdiction of the Association, as provided hereinbelow;

NOW THEREFORE, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land included in the Plat, and the Developer does hereby place upon that land the following covenants and restrictions, to run with the title to the land, and the grantee of any deed conveying any lot or lots contained within the Plat or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions as follows:

1. Definitions.

(a) Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(b) Association. "Association" shall mean and refer to Hibernia Oaks Homeowner's Association, Inc., a corporation not-for-profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

(c) Board of Directors. "Board of Directors" shall mean and refer to the Association's Board of Directors.

(d) Builder. "Builder" shall mean and refer to any person or building contractor or construction company engaged in the business of constructing single family residential dwellings in Hibernia Oaks, Unit One, and such additional real property that may be annexed to these Covenants and Restrictions.

(e) Developer. "Developer" shall mean and refer to Hibernia Oaks Joint Venture, a Florida general partnership, consisting of The Wood Development Company of Jacksonville, a Florida corporation, and Bob Alligood, an individual, as its sole general partners, and their successors and assigns.

(f) Lake. "Lake" shall mean and refer to those areas of the Land designated on the Plat as "Retention Pond."

(g) Lake Lot. "Lake Lot" shall mean and refer to Lots 49 through 58, inclusive, Hibernia Oaks, Unit One, as shown on the Plat.

(h) Land. "Land" shall mean and refer to the real property described on the Plat and such additional real property that may

PLEASE RECORD AND RETURN TO:  
TURNER, FORD AND BUCKINGHAM, P.A.  
3030 HARTLEY RD., SUITE 200  
JACKSONVILLE, FL 32217

hereafter be annexed to these Covenants and Restrictions and brought within the jurisdiction of the Association.

(i) Lot. "Lot" shall mean and refer to any lot shown upon the Plat and all other lots shown on any future recorded plat in the event such future plat shall be made subject to these Covenants and Restrictions and be brought within the jurisdiction of the Association.

(j) Occupant. "Occupant" shall mean and refer to the person or persons other than the Owner in possession of a Lot and the Primary Residence.

(k) Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(l) Plat. "Plat" shall mean and refer to the Plat of Hibernia Oaks, Unit One, according to plat thereof recorded in Plat Book 24, pages 1 and 2, of the public records of Clay County, Florida and any future recorded Plat of the Land.

(m) Primary Residence. "Primary Residence" shall mean and refer to the single family residence constructed or to be constructed on a Lot.

(n) Stormwater Management System. "Stormwater Management System" shall mean and refer to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

Unless the context otherwise requires, the use herein of the singular shall include the plural and visa versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation". These Covenants and Restrictions shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Land by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

2. Single Family Residence Only. Each Lot shall be used for the purpose of constructing the Primary Residence and for no other purpose, except as is specifically set forth herein. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than the Primary Residence and related domestic out buildings as set forth in paragraph 7 below. Without approval of the Developer, the height of the Primary Residence or any such out building shall not be more than two and one-half (2-1/2) stories above the normal surface of the ground. No building situated on any Lot, or portion thereof, shall be rented or leased separately from the rental or lease of the entire Lot.

### 3. Homeowner's Association.

(a) The Developer has formed a Florida, not-for-profit, corporation known as Hibernia Oaks Homeowner's Association, Inc. Every Owner shall be a member of the Association and the Association shall have the powers, objectives, benefits and burdens set forth in the Articles and shall operate and conduct its business in accordance with the Articles and bylaws as the same now exist or are hereafter modified, provided however, that the following rules are intended to and shall prevail over any contrary provision contained in the Articles or bylaws of the Association:

Class A Membership: The owner of any Lot (except Developer) shall be a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot shall be allocated one vote.

Class B Membership: Developer shall be the sole Class B member of the Association and shall be allocated five (5) votes for each Lot owned by it. Class B membership shall cease when Developer ceases to own a Lot.

(b) The Association is created with the sole objectives of promoting the recreation, health, safety and welfare of the Owners and the maintenance of entryway signs and landscaping located or to be located on Lots 1 and 63 and at three other locations within the rights of way of Hawkes Island Drive and May Garner Court and the Stormwater Management System.

4. Covenant for Maintenance Assessments. The Developer hereby covenants, and each Owner, by acceptance of his deed for a Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for repairs and capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

The assessments levied by the Association shall be used exclusively to further the objectives described in paragraph 3(c) above.

Until January 1 of the year immediately following the first conveyance of a Lot to an Owner, other than a Builder, the maximum assessment shall be \$50.00 per year.

From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner other than a Builder, the maximum assessment may be increased each year but not more than five percent (5%) above the annual assessment for the previous year without the affirmative two-thirds (2/3) majority vote of the Association at a meeting duly called for such purposes.

The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum, and no later than November 30 of each year preceding the year to which such assessments are intended to apply. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of advancing the purposes of the Association; provided that any such special assessment shall likewise be subject to the affirmative two-thirds (2/3) majority vote of the Association at a meeting duly called for such purposes.

Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less

than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, but not less frequently than annually.

The annual assessments provided for herein shall commence as to all Lots on March 13, 1990. No Lot owned by the Developer, or Builder, or a mortgagee, shall be subject to any assessment until a Primary Residence has been constructed on the Lot and the Lot sold to an Owner other than a Builder (or to a Builder who actually resides thereon); but, in all events, this excuse from assessments shall terminate one year from date of purchase.

Any assessment together with interest, costs and attorneys' fees shall be a charge on the Lot and shall be a continuing lien on the Lot and, if not paid within thirty (30) days after its due date, shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Owner's Lot. A claim of lien shall be filed in the public records of Clay County and served upon the defaulting Owner by hand delivery or certified mail, postage prepaid, not less than fifteen (15) days before commencing a foreclosure action. The lien shall date from the filing of the claim of lien. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's Rolls for Clay County, Florida.

The lien for the assessments provided for in these Covenants and Restrictions shall be subordinate to the lien of any institutional first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot shall not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any such later assessments.

5. Motorists' Vision to Remain Unobstructed. The Developer shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location thereof will, in the sole judgment and opinion of the Developer, obstruct the vision of the motorist upon any street.

6. Minimum Square Footage for any Primary Residence. No Primary Residence shall be erected or allowed to remain on any Lot unless the area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed sixteen hundred fifty (1650) square feet.

7. Other Structures. The following buildings, structures and objects may be erected and maintained on a Lot only if located wholly

within the rear yard of the Primary Residence: yards and houses for pets; above ground storage of Developer's approved construction materials; wood, coal, oil and other fuels; clothes racks and lines; workshops; detached garages; hothouses; greenhouses; guest houses; bath houses; children's playhouses; outdoor barbeque pits; swimming pools or improvements in connection therewith. Each such object shall be constructed of Developer's approved construction materials and shall be walled, fenced or sufficiently landscaped, with heights and design and in such a manner that such objects shall be obstructed from view from the outside of the Lot. The maximum portion of a Lot covered by all buildings and structures shall not exceed that dictated by applicable municipal code.

8. Set Back for all Structures. No building shall be located on any Lot nearer than twenty-five (25) feet to the front lot line, nor nearer to any Lot border than is allowed by restrictions contained in the Plat.

9. Resubdividing or Platting. Developer reserves the right to resubdivide or replat any Lot or Lots for any purposes whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be erected upon, nor any resident allowed to occupy said platted or resubdivided lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the Plat, and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements. In the event of such resubdivision or replatting, easements herein reserved to Developer along Lot borders and set-back restrictions shall be deemed to apply to the replatted or resubdivided property borders.

10. Easements.

(a) The Developer hereby reserves an easement privilege and right on, over and under the easements shown on the Plat and on, over and under land lying within seven and one-half feet (7-1/2') of all side and rear Lot lines to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches or drainage lakes and ponds, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, cable television, lighting, heating, water, drainage, sewage, and other conveniences or utilities (whether such easements are shown on said Plat to be for drainage, utilities or other purposes). The Developer shall have the unrestricted right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The Owners shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the lands which are subject to said privileges, rights and easements.

(b) Within the aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction or flow of water through the Stormwater Management System. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, the utility company or the Association is responsible.

(c) Easements for vehicular and pedestrian ingress and egress and for the installation, operation and maintenance of utilities and drainage facilities are reserved in, under, over and through all streets, roads, drives, courts, lanes, ways and rights-of-way on the aforesaid recorded Plat.

(d) Developer hereby grants to the Association, its successors and assigns, a perpetual easement over those portions of Lots 1 and 63, Hibernia Oaks, Unit One, shown on the Plat as "common landscaped

and maintenance area", for the construction and maintenance of landscaping and the installation and maintenance of decorative walls, or fences, together with the right of ingress and egress over Lots 1 and 63, Hibernia Oaks, Unit One, for the purpose of construction and maintenance of said landscaping, walls or fences.

(e) Developer hereby reserves a non-development easement over, under and upon the following described portions of the Land. No trees or other vegetation of any type may be trimmed, killed, removed or altered within the easement and no landscaping or structures may be placed or constructed within the easement without the prior written consent of Developer:

(i) a strip of land fifteen feet (15') in width and bordered on the east by Pine Avenue.

(ii) any portion of the Land lying south of a line lying three feet (3') north of the northerly border of the Lake.

11. Fences and Hedges. Fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side lot line and no closer to the front of the Lot than the front of the Primary Residence. No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground. No fence or wall shall be erected on any Lot bordering on Pine Avenue until the quality, style, color or design shall have been first approved by the Developer or its duly appointed representative.

12. All Structures to be Approved by Developer. For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No building, and no other structure or improvement shall be erected or allowed to remain on any Lot, nor shall any additions or alterations thereto be made, unless the location and nature thereof; the building plans and specifications describing those additions or alterations and showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the improvement on the Lot; the construction schedule, including plans for the grading and landscaping of the Lot showing proposed removal of trees and natural vegetation and any changes proposed to be made in the elevation or surface contours of the Land, and such other information as the Developer shall require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer.

Each Owner shall be responsible for and shall promptly repair and pay for the costs of repair in the event the Owner, its contractor, invitees, licensees or any other party invited or allowed to enter the subdivision by the Owner shall cause damage to landscaping (including grass), streets, right of ways, trees, signs, drainage facilities or utilities within the subdivision.

13. No Parking of Vehicles, Boats, Etc. Each Primary Residence shall be constructed with an attached garage capable of accommodating two standard sized automobiles. The garage shall be finished in an exterior finish of like kind, style and quality of the Primary Residence. No vehicles, boats, trailers, recreational vehicles, motor homes, or other offensive objects may be kept on any Lot unless kept within the garage or obscured from street view in the rear yard. Occupant's vehicles shall be parked in the closed garage overnight. Guests and delivery vehicles may be parked in driveways during normal

and reasonable visits and deliveries. No vehicle may be parked on lawn areas at any time. Garage doors shall remain closed when not in use.

14. Window Air Conditioners. Window air conditioners are not permitted in any Primary Residence. No window air conditioners shall be installed in any detached building on a Lot without the prior written approval of the Developer.

15. No Overhead Wires. All telephone, electric and other utility lines and connections between the main utility line and the Primary Residence and other buildings located on each Lot shall be located underground. Each Lot Owner requiring original or additional electric, telephone or television service shall complete, at his own expense, the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer or primary service to the Primary Residence. The Owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary utility system extending from the applicable transformer or primary service to the Primary Residence on his Lot.

16. Completion of Commenced Construction. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Primary Residence and all related structures shown on the plans and specifications approved by the Developer must be completed within nine (9) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense, a driveway (with culvert when necessary) approved by the Developer from the paved portion of the abutting street to his garage entrance. During the construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway of the Lot upon which construction is occurring. Such vehicles shall not be parked at any time on the street or upon any other Lot other than that upon which the construction is proceeding.

17. No Picnic Areas Prior to Construction. No picnic areas and no detached outbuildings, tents, trailers or campers shall be erected or permitted to remain on any Lot prior to the start of construction of the Primary Residence thereon.

18. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor may maintain a trailer or portable construction building of attractive design on a Lot used for the construction of houses in this subdivision but such trailer or building may be so located for no longer than is required to complete the construction, in no case for more than thirty-six (36) months.

19. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as a residence either temporarily or permanently.

20. Size of Signs. No sign of any type shall be displayed or placed upon any Lot except "FOR SALE" signs, which signs may refer only to the Lot upon which the sign is displayed, and shall be of materials, size, height, and design specified by the Developer. One small, Developer approved sign may be used to denote the name of the Owner or Occupant and the house number, provided such sign shall not exceed one hundred fifty (150) square inches in size. The Developer may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

21. Aerials and Antennas. No radio aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot unless and until the location, size and design thereof shall have been approved by the Developer.

22. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. When the United States mail service and the newspapers involved shall commence the delivery to wall receptacles attached to residences, each Lot owner shall replace the detached boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Primary Residence.

23. Pets. Not more than two dogs or two cats or four birds may be kept on any Lot and any such animals shall be kept solely for the pleasure and use of the Occupants. No such animals shall be used for any commercial or breeding use or purpose. Such animals shall be controlled and restricted to the Lot by a method commonly used for that species. No animal shall be allowed to roam at large. If, in the sole opinion of the Developer, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood, they may not thereafter be kept on the Lot.

24. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Land or upon any land or lands contiguous thereto. All garbage and trash must be stored in closed containers and kept out of view until the day of pick-up. No laundry shall be hung outside of a Primary Residence and no outdoor clotheslines or clothes rack shall be erected or allowed to stand on any Lot. No fires for burning trash, leaves, clippings or other refuse shall be permitted on any Lot or road right-of-way. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine or similar activity such as exploration for or removal of natural resources shall not be permitted, except that Lot owners shall have the right to establish and maintain a water well for personal use.

Each Owner shall continuously maintain his Lot and unpaved portions of the public right of way abutting each Lot in a neat, clean and attractive condition, free of undergrowth and rubbish. Those portions of Lots which abut rights of way, drainage swales, easements, and the Stormwater Management System shall be maintained free of obstruction, mowed and without change in the contour thereof. Provided however, that Developer reserves the right, prior to its sale of any Lot, to retain that Lot in its natural condition.

Each Owner shall at his own expense plant and maintain grass on and remove dead vegetation (including trees) from abutting rights of way.

25. Lakes - Lake Lots.

(a) Maintenance. Certain Lots are adjacent to or are a part of a Lake constituting a portion of the Stormwater Management System. The Owner of each such Lake Lot shall maintain the Lot so that grass, planting or other lateral support of the embankments are retained so that such lateral support may prevent erosion of the embankments. The embankments shall be maintained in a clean, neat and orderly condition; such efforts shall include but not be limited to the control of and eradication of plant, fowl, reptiles, animals and fish as may be consistent with good lake maintenance. However, the height, grade and contour of the embankments shall not be changed

without the prior written consent of the Developer. The cost of maintenance of embankments and land areas of a Lake Lot shall be solely the cost and expense of the Lake Lot Owner.

In the event any Owner shall fail to or refuse to perform any maintenance required hereunder, the Developer or the Board of Directors of the Association may serve written notice upon such Owner demanding that such Owner perform the maintenance required hereunder within thirty days after date of notice thereof by certified mail, postage prepaid to such Owner's address as shown by the records of the Property Appraiser of Clay County, Florida. If, after the expiration of such thirty day period, such Owner has failed or refused to comply with the demand stated in the written notice, then the Developer or the Association may cause such maintenance to be made, and the Association shall be entitled to levy a special assessment against the Owner of such Lake Lot for the cost of such maintenance. Such assessment shall in every respect constitute a lien as any other assessment levied by the Association and shall also be the personal obligation of the Owner of such Lake Lot.

(b) Structures. No docks, decks, or other structures shall extend into the Lake areas, including embankments thereof, without the prior written approval of the Developer.

(c) Activities. No fishing, swimming, canoeing, boating or recreational or commercial activity of any type shall be permitted on the Lake. No activities constituting a nuisance or annoyance shall be conducted upon the Lake and no rubbish, trash, garbage or other discarded items shall be deposited in the Lake.

(d) Access for Maintenance. Developer, the Association, their authorized agents and assigns are hereby granted a perpetual easement for ingress and egress over those portions of each Lake Lot described in paragraph 10(a) above for the purpose of inspecting and performing maintenance on the Lake and embankments in accordance with the terms of these Covenants and Restrictions or performing any maintenance as required under paragraph 25(a) hereof, in the event the Owner of such Lake Lot shall fail or refuse to perform such maintenance. All manmade fences and shrub fences on any Lake Lot shall have gates located to provide free access to the Lake for Developer, the Association, and their authorized agents and assigns.

(e) Maintenance of Other Easements of Stormwater Management System. All other elements of the Stormwater Management System that are not maintained by the City of Orange Park or Clay County shall be maintained by the Association.

(f) Liability. Neither Developer nor the Association shall have any liability whatsoever to Owner, guests, tenants or invitees in connection with such Lake and each Owner, for himself, his guests, tenants and invitees hereby and by acceptance of the deed, releases Developer and the Association from any liability in connection therewith.

26. Developer May Correct Violations. Wherever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Developer shall have the right, but no obligation, to enter upon the Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of the Lot, which expense shall be payable by such Owner to the Developer, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer liable for any damages on account thereof.

27. Approval of Developer. Wherever in these Covenants and Restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the consent or approval has been submitted to and approved in writing by

the Developer. Such request shall be sent to the Developer postage prepaid, by registered or certified mail with return receipt requested. In the event that the Developer fails to act on any such written request within thirty (30) days after the same has been received by the Developer, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person submitting such written request which violates any of the Covenants and Restrictions herein contained.

28. Developer May Designate a Substitute. The Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions. If at any time hereafter there shall be no person, firm or corporation entitled to exercise these rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Association. Nothing herein contained however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

29. Amendments or Additional Restrictions. The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions, but all such amendments shall conform to the general purposes and standards of the Covenants and Restrictions herein contained, (b) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency among the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made, any additional Covenants and Restrictions applicable to the Land which do not lower the standard of the Covenants and Restrictions herein contained, and (d) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

30. Annexation. Additional real property located in Clay County, Florida, which may be acquired by Developer may be annexed (i.e., subjected to the terms of these Covenants and Restrictions and brought within the jurisdiction of the Association) by the Developer without the consent of the members of the Association within ten years of the date of recording of these Covenants and Restrictions.

31. Amendment of Restriction with Consent of Owners. In addition to the rights of the Developer provided for in paragraph 29 hereof, the Developer reserves and shall have the right, with the consent of the persons then owning twenty-five percent (25%) or more of the Lots to amend or alter these Covenants and Restrictions and any parts thereof in any other respects. For purposes of this paragraph, Developer shall be considered an Owner of Lots owned by it.

32. Additional Restrictions by Individual Owners. No Lot owner, without the prior written consent and approval of the Developer, may impose any additional Covenants and Restrictions on any part of the Land.

33. Restrictions Effective Period. These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect until the first day of January, 2011, and thereafter, these Covenants and Restrictions shall be automatically extended for additional consecutive five (5) year periods until terminated by the action of the Owners of a majority of the Lots.

34. Application of Covenants and Restrictions to Purchasers at Foreclosure. Should any mortgage, deed of trust or other lien, consensual or nonconsensual, be foreclosed on the Land, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by these Covenants and Restrictions.

35. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these Covenants and Restrictions, it shall be lawful for the Developer or any Owner or Occupant (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner or Occupant of any Lot shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against the Developer or any Builder for violating any of these Covenants and Restrictions; Developer retaining for itself all such causes of action against Builders. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any Covenants and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same violation or any future violations. Nothing contained herein shall be deemed to obligate Developer to take any action or institute any proceeding to enforce any provision hereof nor shall Developer be liable to any person or entity for its failure or refusal to enforce any provision of these Covenants and Restrictions. Owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part hereof.

If any provision of these Covenants and Restrictions shall to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to herein, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

36. Governing Law. These Covenants and Restrictions shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed this 20<sup>th</sup> day of March, 1990, by the Developer, Hibernia Oaks Joint Venture, a Florida general partnership.

Signed, sealed and delivered  
in the presence of:

Lisa M. Kervo  
Kelley A. Wade

Heather M. Trimm  
Willie B. Bull

HIBERNIA OAKS JOINT VENTURE

BY: THE WOOD DEVELOPMENT COMPANY  
OF JACKSONVILLE, General  
Partner

BY: James Ricky Wood  
James Ricky Wood,  
President

(SEAL)

BY: Bob Alligood  
BOB ALLIGOOD, General Partner

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of March, 1990, by James Ricky Wood, the President of The Wood Development Company of Jacksonville, a Florida corporation, being one of the two general partners of Hibernia Oaks Joint Venture, on behalf of said partnership.

Kelley C Wade  
Notary Public, State and County Aforesaid

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 4, 1990  
Bonded thru National Fire Ins. Co. of Hartford



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of March, 1990, by Bob Alligood, one of the two general partners of Hibernia Oaks Joint Venture, a Florida general partnership, on behalf of said partnership.

Susan J. Galt  
Notary Public, State and County Aforesaid

My Commission Expires:

Notary Public, State of Florida  
My Commission Exp. Aug. 10, 1993  
Bonded thru PICHARD Ins. Agency



A portion of Lot 13, according to the map of the Estate of L.I. Fleming, recorded in Plat Book 1, Page 2 of the Public Records of Clay County, Florida and being more particularly described as follows: BEGIN at the Southwest corner of said Lot 13; thence North  $03^{\circ}54'31''$  East, along the West line of said Lot 13, a distance of 667.84 feet to the Southwest corner of those certain lands described in Official Records Book 808, Page 572 of said Public Records; thence South  $86^{\circ}51'14''$  East, along the South line of last mentioned lands and along the South boundary of Majestic Oaks, as recorded in Plat Book 21, Pages 24 and 25 of said Public Records, a distance of 1499.73 feet to the Southeast corner of said Majestic Oaks; said point being situate in the Westerly right of way line of Pine Avenue and/or State Road No. S-15-A (a 100 foot right of way as now established); thence South  $04^{\circ}44'46''$  West, along last said line, a distance of 668.79 feet; thence North  $86^{\circ}49'29''$  West, along the South line of said Lot 13, a distance of 1489.95 feet to the POINT OF BEGINNING.

Containing 22.9289 acres, more or less.

STORMWATER DRAINAGE SYSTEM OF HIBERNIA OAKS, UNIT ONE, according to plat thereof as recorded in Plat Book 24, pages 1 and 2, of the public records of Clay County, Florida.

Retention Pond, located as follows:

One retention pond shown as "Retention Pond" on the plat of Hibernia Oaks, Unit One.

Storm Drainage Facilities, located as follows:

Southerly border of Lots 56, 57, 58

Drainage Easements, located as follows:

Easterly border of Lots 57, 53, 46  
Westerly border of Lots 58, 54, 45  
Southerly border of Lots 58, 59, 60

(as more particularly shown on the "As Built-Storm" Paving and Drainage Plan prepared by Richard A. Miller and Associates, Professional Land Surveyors)

90-08857  
FILE NO. 1313  
OFFICIAL RECORDS NO. 551  
APR 12 2 05 PM '90  
FILED IN CLERK OF COURTS  
CLAY COUNTY, FLORIDA



EXHIBIT "B"