

REVISED
HIBERNIA PLANTATION
DECLARATION OF COVENANTS
EASEMENTS AND RESTRICTIONS

Revised 25 Feb 2020
Original 25 April 1988

TABLE OF CONTENTS

RECITALS

ARTICLE I DEFINITIONS

ARTICLE II PROPERTY SUBJECT TO THESE RESTRICTIONS

Paragraph 2.1 Property

ARTICLE III COMMON AREA PROPERTY RIGHTS

Paragraph 3.1 No Dedication of Common Areas

Paragraph 3.2 Ownership and Maintenance of Common Areas

Paragraph 3.3 Easement of Enjoyment in Common Areas

Paragraph 3.4 Development Roadways

ARTICLE IV HOMEOWNER'S ASSOCIATION ADMINISTRATION, MEMBERSHIP & VOTING RIGHTS

Paragraph 4.1 Rules and Regulations

Paragraph 4.2 Membership

Paragraph 4.3 Voting Rights

Paragraph 4.4 Maintenance Obligations of Lot Owners

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Paragraph 5.1 Creation of Lien and Personal Obligation for Assessments

Paragraph 5.2 Purpose of Assessments

Paragraph 5.3 Payment of Annual and Special Assessments

Paragraph 5.4 Determination of Assessment Amount

Paragraph 5.5 Special Assessments

Paragraph 5.6 Road Escrow Fund

ARTICLE VI ARCHITECTURAL REVIEW

Paragraph 6.1 Introduction

Paragraph 6.2 Necessity of Architectural Review & Approval

- Paragraph 6.3 Submission of Plans & Specifications & Details
- Paragraph 6.4 Review of Plans & Specifications & Details
- Paragraph 6.5 Architectural Review Committee
- Paragraph 6.6 Abatement and Removal
- Paragraph 6.7 Limited Liability

ARTICLE VII RESTRICTIONS AND REQUIREMENTS

- Paragraph 7.1 Residential Use
- Paragraph 7.2 Architectural Guidelines
- Paragraph 7.3 Size & Placement of Residences & Structures
- Paragraph 7.4 Other Requirements
- Paragraph 7.5 Prohibitions
- Paragraph 7.6 Easements
- Paragraph 7.7 Variance

ARTICLE VIII GENERAL PROVISIONS

- Paragraph 8.1 Enforcement
- Paragraph 8.2 Obligations of Members
- Paragraph 8.3 Term
- Paragraph 8.4 Mutuality of Benefit & Obligation
- Paragraph 8.5 Motor Vehicle Speed Limits
- Paragraph 8.6 Transfer of Association's Powers
- Paragraph 8.7 Consent or Approval
- Paragraph 8.8 Association's Right to Amend or Add Restrictions
- Paragraph 8.9 Severability
- Paragraph 8.10 Captions
- Paragraph 8.11 Notices
- Paragraph 8.12 Effective Date

**HIBERNIA PLANTATION
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**

RECITALS

1. HIBERNIA PLANTATION HOMEOWNER ASSOCIATION hereinafter called "the Association" is the fee simple owner of certain real property located in Clay County, Florida, which land is more particularly described in Exhibit A attached hereto and made a part hereof, and in the plat of **HIBERNIA PLANTATION**, according to plat thereof recorded in Plat Book 22, pages 76, 77, and 78, of the public records of Clay County, Florida.

2. The Association is desirous of maintaining certain covenants, easements and restrictions upon the use of Hibernia and is desirous that, as modified, such covenants, easements and restrictions shall run with title to the land hereby restricted for so long as the plat described above shall remain of force and effect.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Declarant, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of Hibernia, and does hereby place upon Hibernia the following covenants, easements and restrictions, to run with title to such land as set forth above, and the grantees of any deed or other instrument conveying any Lot or Lots, parcels or tracts or any portions thereof, shall be deemed, by the acceptance of such deed, or other conveyancing instrument, 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.

**ARTICLE I
DEFINITIONS**

As used in this Declaration, the following terms shall have the following meanings:

Articles	The Articles of Incorporation of Hibernia Plantation Homeowner's Association, Inc.
Association:	The Hibernia Plantation Homeowner's Association, Inc., a non-profit corporation, organized and existing under the laws of the State of Florida, it's successors and assigns.
Board of Directors	The Board of Directors of Hibernia Plantation Homeowner's Association, Inc.
Bylaws	The Bylaw's of Hibernia Plantation Homeowner's Association, Inc.
Common Areas	Any and all real property owned or maintained by the Association for the common use and enjoyment of all Members, including, but not limited to, all retention basins, streets and roads, as shown on the Plat.
Declaration	This Declaration of Covenants and Restrictions, as may be amended from time to time.

Development or Hibernia	That land divided into residential lots described on Exhibit A attached hereto, and including all Common Areas.
Dwelling Unit	A residence situated on a Lot.
Lot or Lots	Any plot of land identified as a lot on the Plat. .
Owner	The record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding however, those parties having such interest merely as a security interest for the performance of an obligation.
Member	Every person or entity who holds membership in the Association.
Plat	The recorded plat of Hibernia Plantation as recorded in PB 22-PAGES 76-77 & 78.

ARTICLE II PROPERTY SUBJECT TO THESE RESTRICTIONS

- 2.1. Property. ALL LOTS DESIGNATED IN THE PLAT OF HIBERNIA PLANTATION

ARTICLE III COMMON AREA PROPERTY RIGHTS

3.1. No Dedication of Common Areas. Each of the streets in the Development is a private street, and every other Common Area within the Development, is a private area, and neither the execution nor recording of the Plat nor any other act of the Association is, or is intended to be, or shall be construed as, a dedication to the public of any Common Areas, except those that hereafter may be dedicated by a specific written and recorded deed or agreement of dedication. The Association reserves for itself, so long as Association owns fee simple title the right to offer to dedicate or transfer any parts of the Common Areas to any public agency, authority or utility having jurisdiction thereof. An offer of dedication places no liability upon any public agency to accept the dedicated streets or other property.

3.2. Ownership and Maintenance of Common Areas. The Association shall, at all times, OWN AND be responsible for administration, maintenance, repair and upkeep of the Common Areas as well as the drainage system for the Development. The Association shall be required to maintain those roads which serve as access to a Lot or Common Area.

3.3. Easement of Enjoyment in Common Areas. Every Lot Owner shall have a right and easement of enjoyment in and to the roads and other Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration and the Articles and Bylaws of the Association and to the following provisions:

- a. The right of the Association to limit use of the Common Areas to Owners, their families, and guests.
- b. The right of the Association to grant an easement in, dedicate or transfer all or any part of the roads and other Common Areas to any public agency, authority, or utility for such purposes,

in accordance with the terms and conditions set forth in Paragraph 3.1 hereof.

c. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

d. The right of the Association to grant easements and rights-of-way as appropriate for the proper development and maintenance of the Development, including and without limitation, the Association's right to reserve an easement, for itself and its successors and assigns, for ingress, egress, construction, maintenance, and operation of utilities over all roadways within the Development.

e. All provisions of the Plat.

f. Rules and regulations governing use and enjoyment of the Common Areas adopted and published by the Association; easements and restrictions of record affecting any part of the Common Areas.

3.4. Development Roadways. The Development roadways and rights-of-way shall constitute part of the Common Areas. Each Owner and their guests, invitees, all delivery, pickup, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the association to serve the Development, representatives of financial institutions holding mortgages encumbering any part of the Development and such other persons as the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the Development roadways, subject to matters referenced in this Declaration.

ARTICLE IV HOMEOWNER 'S ASSOCIATION ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

4.1. Rules and Regulations. The Association may also adopt, publish and enforce rules and regulations not inconsistent with this Declaration or the Articles or Bylaws of the Association for the operation and administration of the Association and Hibernia.

4.2. Membership. Every Owner shall automatically be a Member of the Association for such period of time as he is an Owner. Membership shall be appurtenant to and may not be separated from ownership of any lot. The Board of Directors may adopt reasonable rules relating to the proof of ownership of a Lot in Hibernia.

4.3. Voting Rights. The Association shall have one (1) class of voting membership:

a. Class A. Class A Members shall be all Owners.. Any Class A Member shall be entitled to one vote for each Dwelling Unit or for each Lot which he owns. When more than one person or entity holds an interest in any Lot or Dwelling Unit, all such persons or entities shall be Members. The vote for such Lot or Dwelling Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit, nor shall any vote be fractionalized.

4.4. Maintenance Obligations of Lot Owners. It shall be the duty of each Owner to maintain his Lot, together with the exterior of all improvements, if any, located thereon, in a safe, neat and attractive condition. Such maintenance shall include, but shall not be limited to, painting, mowing, trimming, edging, repairing, replacing and caring for roofs, gutters, downspouts, all building surfaces, trees, shrubs, lawns, walks, and other exterior improvements and landscaping devices and keeping such Lot free of tall grass, undergrowth, dead trees and tree limbs, weeds, trash, and rubbish. In the event the Owner of any Lot fails

to comply with the obligations of this Paragraph within 15 days of such notice by certified mail, returned receipt requested by the Association, the Association shall have the right, but no obligation, to go upon such Lot and to cut and remove tall grass, undergrowth, and weeds and to remove rubbish and any unsightly or undesirable thing or object therefrom, and to do any other thing and perform and furnish any labor and material necessary or desirable, in its judgment, to maintain the property in a safe, neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Association on demand. Such entry as provided in this Paragraph 4.4 shall not constitute a trespass, and the Association, and its agents, representatives and contractors shall bear no liability for performing any acts reasonably necessary or appropriate in connection with the execution of these provisions. All costs incurred by the Association in exercising its rights herein, together with interest thereon at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees) shall be assessed to the Owner of the affected Lot and shall constitute a lien upon such Lot and improvements and the personal obligation of the Owner and shall be due and payable upon demand.

a. Noise Control: Contractors, Owners, and others shall restrict all noise producing activities, including but not limited to construction, lawn maintenance, etc., from 9 p.m. to 7 a.m.

b. Lawn Maintenance: Lawns shall be cut on a regular schedule, so as to Maintain the lawn in a neat and appropriate manner. The maximum height of lawn grass before a violation occurs is 6-inches. Front lawns will be maintained so as to be kept disease free without bare, dead, brown or burned spots, and weeds. A front yard that has a maximum of 35 percent of its grassed area in stress and brown for whatever reason shall be in violation of this article. The owner shall make arrangements to have that damaged portion of the yard resodded or present an alternative design landscape plan to fill in the area with other plants indigineous to the local area.

c. Yard Clippings: Yard debris/clippings shall not be blown into or placed upon the Streets, nor shall it be blown upon the common areas, nature trails or disposed into the street storm drains.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1. Creation of Lien and Personal Obligation for Assessments. The Owner of each Lot in Hibernia, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, and (c) assessments for the maintenance obligations described in Article 4.4. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the Owner.

Each assessment, as provided for herein, together with interest thereon at the highest lawful rate, shall constitute a debt from the Owner (jointly and severally) of the Lot against or respect to which the same shall be assessed, payable to the Association on demand, and shall be secured by a lien upon such Lot and all improvements now or hereafter located thereon. Each lien shall attach to a Lot and improvements thereon against which such assessment shall be assessed and fixed as of January 1 of the year for which such assessment shall be assessed. Such lien shall not attach until a claim of lien is recorded in the public records of Clay County, Florida and shall be subordinate and inferior to the lien of an institutional mortgage encumbering such Lot and improvements recorded in the public records of Clay County, Florida, prior to the time of recording such lien. The foreclosure of any such mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the assessment liens thereafter assessed hereunder with respect to such Lot and improvements. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against any Lot owned by such Owner or held to secure an obligation by such mortgagee, and the year or years for which any such unpaid assessments were assessed

and fixed. The Association shall have the power to institute proceedings to collect or enforce such assessment or lien therefor at any time after such assessment becomes delinquent as herein provided. In the event such Association shall institute proceedings to collect or enforce such assessment or the lien therefor, the Association shall be entitled to recover from the Owner or Owners of such property all costs, including reasonable attorneys' fees, incurred in and about such proceedings, together with interest as herein provided, and all such costs and interest shall be secured by such lien.

Upon full payment of all sums secured by such lien, the same shall be satisfied of record, and the affected Lot Owner or Owners shall pay the cost of such satisfaction. The assessments and charges created herein shall constitute a continuing lien upon all Lots and improvements thereon, if any, in the Development and no Owner may waive or in any way reduce his liability for the assessments and charges by non-use of the Common Areas or abandonment of his Lot or Dwelling Unit.

5.2. Purpose of Assessments. All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members. Such purposes include, but are not limited to: maintenance, landscaping and beautification of the roads and other Common Areas; construction, repair and replacement of improvements upon the roads and other Common Areas; payment of labor, equipment, materials, managerial and supervisory costs; providing security to the Development by mechanical gates and/or guards and patrols or other means; payment of taxes assessed against the roads and other Common Areas; procurement and maintenance of insurance; employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; provision of other services intended to promote the health, safety and welfare of the Members; and such other needs as may arise from time to time.

5.3. Payment of Dues and Special Assessments. All Dues are due and payable within 30-days of the billing date. Special Assessments are due per schedule approved by Association at time of special assessment.

5.4. Determination of Assessment Amount. Prior to December 31 of each year, the Board of Directors shall prepare a budget for the next calendar year and based upon such budget, the Board shall fix the assessment amount for each Lot. Each Lot shall be assessed one (1) share.

5.5. Special Assessments. In addition to the annual assessment authorized by this Declaration, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or any portion thereof, including the necessary fixtures and personal property related thereto. Prior to the imposition of any such special assessment, a two thirds (2/3) vote at a meeting called to consider such assessment and at which a quorum is present, must vote their assent to its imposition. The assessment amount for special assessments shall be fixed for each lot as provided in Paragraph 5.4 hereof. The Board, by unanimous vote, may enact an Emergency Special Assessment. Such a Special Assessment may not exceed Five (5) percent of the Annual Assessment.

5.6 Infrastructure Fund Escrow. A portion of the annual assessment is to be set aside for infrastructure needs limited to consulting, engineering, permitting, installation, repairs, replacement and repaving of the roadways, curbing, electrical and storm water drainage system. This portion may not be used for any other purpose without the approval of two thirds (2/3) of the voting membership. The annual set aside for this Infrastructure Fund Escrow will be \$52,080. This set aside should be reevaluated annually for any recommended changes by the board of directors. This amount cannot be changed without approval of two thirds (2/3) of the voting membership. One-twelfth (1/12) of the annual set aside for the Escrow will be deposited into a dedicated account monthly.

ARTICLE VI ARCHITECTURAL REVIEW

6.1. Introduction. The Architectural Review Committee (the "ARC" or "Committee"), will thru authority granted by the Board of Directors be responsible for enforcement of the Covenant and Restrictions hereunder. . The following provisions regarding architectural review shall apply to each and every Lot now or hereafter subject to this Declaration.

The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interests, welfare, and rights of all property Owners in the Development. Decisions of the Committee approving or disapproving of plans and specifications and details shall be based on criteria the Association, thru its Board of Directors, establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

6.2. Necessity of Architectural Review and Approval. No construction, erection, placement, maintenance, reconstruction, remodeling, or alteration of, or addition to, any building, improvement, or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, well, tennis court, enclosure, septic tank, sewer, drain, disposal system, decorative building, observation deck, landscape device or object, driveway or other improvement, upon any Lot in the Development, shall be commenced without the prior written approval by the Architectural Review Committee of the site, location, elevations, plans and specifications, and details, as herein provided. The Committee 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 that are not prohibited by this document. If the submissions contain requests specifically prohibited by the Association documents, those items will be presented to the Board of Directors and will not be approved without a unanimous vote of the Board of Directors.

6.3. Submission of Plans and Specifications and Details. There shall be submitted to the Committee two (2) complete sets of the final construction plans and specifications and details for any building activity subject to review by the Committee. These will be attached to appropriate Association submittal forms, which can be found on the Association website or available from Hibernia Plantation Property Management Company. Such plans shall include plot plans showing the location on the Lot of the building, wall, fence or other structure or improvement proposed to be constructed, reconstructed, altered, placed, maintained or added, together with specifications and details for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping. The Committee may also require submission of samples of construction materials proposed for use on any Lot, and such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with this Declaration and the written criteria provided for herein.

6.4. Review of Plans and Specifications and Details. The Committee shall respond to plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Committee fails to approve or disapprove such plans, specifications and details within thirty (30) days of final and complete submission of owner plans and specifications as called for by the Committee, approval shall not be required and the requirements of this Paragraph 6.4 shall be deemed to have been fulfilled. One (1) set of such plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting the same and the other copy shall be retained by the Committee for its permanent files. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the Committee to the Owner submitting same.

6.5. Architectural Review Committee. The Association's Board of Directors, pursuant to its Bylaws, shall appoint a standing committee to be called the Architectural Review Committee. The Committee shall be made up of at least three owners of which at least one will be a board member. Upon its appointment, the Committee shall assume from the Association Board of Directors the authority to review

and approve plans, specifications, and details as otherwise provided herein. The Committee shall serve for a term of one (1) year. The number of Committee members may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors. A majority of the Committee shall constitute a quorum to transact business at any meeting of the Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Committee. Any vacancy occurring on the Committee because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

6.6. Abatement and Removal. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of this Declaration of Covenant and Restriction, the Association shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to the Declarant on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Declarant in any way liable for any damages on account thereof. All costs incurred by the Association pursuant to this Paragraph shall be added to the annual assessment and shall constitute a lien upon such Lot and the improvements located thereon, if any, and the personal obligation of the Owner(s), as provided for in Paragraph 5.1 hereof.

6.7. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by the Committee contemplated under this Article, neither the Association nor the Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by, or threatened against, an Owner or such other person, and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Association.

ARTICLE VII RESTRICTIONS AND REQUIREMENTS

7.1. Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no retail business may be conducted on any part thereof. No Lot shall have its boundary lines changed nor shall any lot be divided, subdivided or reduced in size without the prior written approval of the Association or Committee. No more than one (1) Dwelling Unit shall be permitted on a Lot, and no dwelling or other structure (SEE LIST OF APPROVED STRUCTURES IN ARCHITECTURAL GUIDELINES) or improvement shall be erected, placed or permitted to remain on any building lot. The restrictions and covenants herein shall not restrict the Association from constructing on any common property, security, maintenance, or other facilities for the benefit of the Development.

7.2 Architectural Guidelines. No dwelling, building, parking cover, shed, structure, fence, outbuilding, exterior color change, addition, exterior alteration, including driveway material or substantial attachment, except as excluded in these documents, may be erected, placed, reconstructed or permitted to remain on any lot unless and until approved by the Architectural Review Committee. Such approval will not be unreasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original work. Any structure that has been approved by any ARC Committee is permitted to remain. At such time, if the structure needs to be modified or replaced, it will require resubmittal and approval by the ARC, subject to current guidelines.

All applications to the Architectural Review Committee must be accompanied by the applicable ARC forms along with reasonably detailed plans and specifications. Approvals must be in writing. Application forms may be obtained from the Property Manager or from the Community website. All applications must be submitted in complete condition, including signatures and accompanying plans and specifications.

There are two (2) categories which the Architectural Review Committee will deal with :

Category I (items which always require application and approval)

- a. New Homes
- b. Fencing – New, Added or Replacement
- c. Pools – New or Replacement
- d. Lanais/Screen enclosures/other additions
- e. All exterior painting – whether existing or replacement color
- f. Swingsets/Playsets with a platform installed 3-feet above finished grade or higher
- g. Decks/Patios/Pads/Sidewalks/Pavers
- h. Roofing – New, Added or Replacement
- i. Outbuildings, Sheds
- j. Tree Removal
- k. Tree Houses

Category II (Items may be installed without ARC approval as long as they are screened from public view, street and neighbor view)

- a. Doghouses
- b. Firewood storage
- c. Permanent Generators
- d. Water softners
- e. Swing Sets/Playsets as defined

(1) Any single standard A-Frame swing set not exceeding 7-feet in height may be installed beyond the rear wall of the dwelling structure without ARC approval. Swing sets may not be installed in the side or front yards. The location in the rear yard will not be subject to normal building setback requirements.

(2) Any Swing/playset with a platform installed 3-feet above finished grade or higher must be submitted for ARC approval. Swing/playsets with platforms are subject to all setback requirements. The overall allowable height and dimensions of swing/playsets shall be determined based on location, lot size, placement, visibility and intrusion on neighbor lines of site. In no case shall a Swing/playset exceed twelve feet in height. ARC approvals will include requirements for buffering the structures visual impact to the neighboring homes and/or street, with approved fencing or landscaping.

7.3. Size and Placement of Residences and Structures.

a. No Dwelling Unit having more than two stories shall be constructed upon any Lot, and the Association and its successor Committee, as provided in Article VI, retain the right to withhold approval of plans and specifications for any split-level or two-story residence, where such a structure is unsuited to such Lot's terrain, where the erection of such a structure would block or materially interfere with the view, vista or solar access of another Lot, or would not be consistent with the general development of surrounding areas.

b. A minimum Dwelling Unit air conditioned area of 2500 square feet is required for the neighborhood.

c. The Architectural Review Committee shall, with the assistance of the Association property manager, be responsible for establishing and maintaining rules and regulations pertaining to the height, and size requirements of all other types of structures, including but not limited to, outbuildings, structures, fences and walls.

d. Except where otherwise necessary due to the existence of easements, or setbacks shown on the Plat, no building, detached outbuilding, hedge, fence, wall or any type of permanent structure (except water wells and other underground utility facilities and equipment and except walks, driveways and parking areas, the location and design of which have been approved by the Committee may be constructed or placed on any Lot within forty (40) feet from the front line of the Lot, as shown on the Plat.

e. Except where otherwise necessary due to the existence of easements or setbacks created herein and as may be shown on the Plat, no above-grade structure (except fences or walls) may be constructed or placed within: (i) ten (10) feet from each lot sideline, (ii) twenty-five (25) feet from the rear line of each Lot and (iii) twenty-five (25) feet from the side of a corner Lot. A corner Lot shall be deemed to have a front line on each street on which the lot abuts, and such Lot need only have one rear yard, as defined by (ii) above.

Notwithstanding the foregoing, the eaves of a Dwelling Unit may project across such building restriction lines, but by no more than three (3) Feet.

f. All driveways must abut roadway pavement and paving must extend to and attach to garage.

g. All Lot front yards must be sodded and landscape plants added per established guidelines. Landscape plans for new construction must be submitted to the ARC for approval.

h. All fencing must be approved by the Architectural Review Committee. Various types of fencing and fencing materials are acceptable within the Association. Acceptable and unacceptable fencing is listed below. Standard side and rear fences may not exceed six (6) feet in height. Any fence that has been approved by any ARC Committee is permitted to remain. At such time, if the fence needs to be modified or replaced, it will require resubmittal and approval by the ARC, subject to current guidelines.

(1) Acceptable Fencing

- (a) Shadow box wood or vinyl
- (b) Black aluminium or wrought iron
- (c) Privacy Vinyl

(2) Unacceptable fencing

- (a) All other fencing types, including chain link are prohibited unless approved by a majority vote of the Board of Directors.

7.4. Other Requirements.

a. All plumbing fixtures, dishwashers, toilets and sewage disposal systems shall be connected to a public water and sewage system extended to serve the Development. Each Owner shall be responsible for the cost of construction, maintenance and repair of water, sewer and other facilities located on the Lots which connect to distribution facilities located within a street right-of-way.

b. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Dwelling Unit and all related structures shown on the plans, specifications and details approved by the Committee pursuant to Article VI must be completed in accordance with such plans, specifications and details within one (1) year after the

commencement of construction upon each Lot, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or national calamities. The Association may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Development. During construction of a dwelling or other improvement, each Owner shall be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal.

c. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy or its equivalent has been issued by the appropriate governmental authority.

d. All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any Lot, without approval of the Committee.

e. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, except for common receptacles provided by or with the approval of the Association or its Committee.

f. At such time as an Owner erects a Dwelling Unit, such Owner may construct or cause to be constructed on his Lot an irrigation well, for lawn irrigation only; provided, however, that such well shall be located in accordance with the plans and specifications approved pursuant to Article VI herein and such well shall not be placed or allowed within any of the areas affected by easements given or reserved in these covenants and restrictions or designated on the Plat. Each owner of an irrigation well shall obtain all necessary permits and approvals and comply with all federal, state and county laws, rules, regulations and ordinances. Wells shall be placed or located on a Lot in a manner consistent with setback requirements established by state and local governmental authorities.

g. Casualty Damages. In the event of damage or destruction by Fire or other casualty to the improvements on any Lot, the Owner thereof shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration, including but not limited to, the architectural review requirements provided in Article VI hereof. All debris must be removed and the Lot restored to a clean and orderly condition within sixty (60) days of such damage or destruction.

h. Drainage System Maintenance. The filter drawdown system must be checked annually in the month of May (or shortly after the onset of the rainy season) to insure that it is functioning as designed. If the system is not functioning as designed, maintenance is to be performed by the Association in a timely fashion to restore the system. The system must be checked and maintained as frequently as necessary to insure that it is functioning properly. If maintenance measures prove insufficient, the Association must apply for and obtain approval from the St. Johns River Water Management District of an alternate design that will perform the same function.

7.5 Prohibitions.

a. No mobile homes shall be permitted on any Lot. .

b. No privies or outside toilets shall be constructed or maintained on any Lot, except during construction of the Dwelling Unit upon a Lot.

c. No animals or livestock of any description, except for the usual household pets, shall be kept on any Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Association any animals shall exhibit

dangerous propensities or become an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animals may not thereafter be kept on a Lot. The Association hereby reserves the right to require that all pets be leashed or otherwise restrained at all times, when outside the dwelling home or fenced area of the lot.

d. No sign (excluding real estate "For Sale" or For Rent signs), billboard, or other advertising structure of any kind may be erected or maintained upon any Lot..

e. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or Lot.

f. No outdoor clothes poles, clothes lines and similar equipment shall be placed so as to be visible from any street.

g. No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

h. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon, in, or under any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

i. No on-street vehicular parking shall be permitted except as may be permitted by and under regulations issued by the Association or the Committee.

j. No tree over six (6) inches in diameter, measured at 24 inches above grade, shall be removed from any Lot without the prior written consent of the Association or Committee, except trees required to be removed for construction of the approved Dwelling Unit or appurtenant structures.

k. No trash, ashes, leaves, clippings, garbage or other refuse shall be dumped, stored or accumulated on any Lot in the Development. No outside burning of wood, leaves, clippings, trash, garbage or household refuse shall be permitted. In the event of a violation herein, the Association retains the right to enter upon such premises for the purpose of effecting needed maintenance, as set forth in Paragraph 4.4 hereof. Notwithstanding any provision herein elsewhere provided, an Owner's expense for entry and removal of such refuse by the Association shall not exceed \$100 for each such entry by the Association pursuant to this Subparagraph (1). This provision shall not be construed as an obligation on the part of the Association to provide refuse removal service. Refuse of any kind shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rates for such refuse collection service made by the party or company providing the same.

l. There shall be no vehicular access to any Lot from the perimeter of the Development. There shall be no access to the retention basins by any person across any Lot except as authorized by the Association.

m. Retention basins are located within portions of the Development adjacent to or within certain of the Lots. The use and benefit of the retention basins for their intended purpose of providing surface water retention are reserved exclusively for the owners of Lots within the Development. No retention basins in the Development shall be held out to be dedicated to public use.

n. No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in, or over any portion of the retention basins.

o. No Owner shall have the right to dredge or fill or change the contour of the bank

or edge of, or in any way alter any retention basin or cause the flow of water within any of same to be increased or impeded or in any manner affected.

p. No boats, rafts, or floating objects of any kind shall be brought or operated on any of the retention basins, and no swimming ever shall be allowed therein.

q. No Lot Owner or resident shall have any right to pump or otherwise remove any water from any retention basin for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air-conditioning systems, waste water (other than surface drainage) rubbish, debris, ashes, or other refuse in any of same.

r. No wheeled vehicles and boats of any kind, including the maintenance and repair thereof, may be kept or parked on any Lot unless the same are completely inside an enclosed garage attached to the Dwelling Unit, except that private automobiles and trucks of the occupants bearing no commercial signs may be parked in the driveway or parking area on the Lot, and except that private automobiles and trucks of guests of the occupants may be parked in such driveway or parking area, and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery services and solely for the purpose of such services.

s. Antenna. Aerials, antennae, and/or satellite communication systems may be placed or erected upon any Lot, or affixed to the exterior of any residential structure within the Development. Such antenna shall not exceed the current standard (Dish Network or Direct TV) size, unless the express written prior consent of the Committee is obtained.

t. Electrical and Telephone Service. All telephone, electric and other utility lines and connections shall be located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

u. Pet Waste. Pet waste will be picked up by the pet's owner and not left on other owner's property or any of the common areas of the Association.

v. Flag Poles. Per Florida Statute 720.304(2)(b), an owner may erect a free standing flagpole no more than 20 feet high on any portion of the homeowner's real property, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents. All flagpole requests must be submitted to the Architectural Committee for approval.

w. Garage Sales. There will be only one (1) approved Association approved garage sale per year. Moving sales are approved on a case by case basis with prior approval of the Board.

7.6 Easements.

a. The Association hereby creates and reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement, privilege and right to cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities including cable television (ii) on, in, over and under all easements and Common Areas shown on the Plat (whether such easements and

Common Areas are shown on the Plat to be for drainage, utilities, or other purposes) (iii) on, in, across, and under a 15-foot wide strip at the front and at the rear of each Lot, and (iv) on, in, across, and under a 10-foot wide strip along the side lot lines of each Lot. The Association shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The Owner of the Lot subject to the privileges, rights and easements referred to in this paragraph, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those easements designated on the Plat are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns.

b. All Lots and Common Areas shall be subject to easements in favor of the Association for purposes of ingress and egress on, over and across them for maintenance and repair of the retention basins, embankments of such basins and the surface water drainage system, and which maintenance shall be the sole obligation of the Association.

c. On each Lot the easement areas reserved by the Association shall be maintained continuously by the Lot owner, except under such conditions whereby a public or private authority is responsible for or has in fact undertaken such maintenance obligations, and in no event shall any structures, plantings or other material be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation, maintenance or use of the roads or utilities, or which may change the direction of drainage channels or obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with established slope ratios or create erosion or sliding problems in the easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Development and surrounding properties. The easements contained in this Paragraph 7.5 shall include the right to trim, cut and remove any trees, brush, bushes or shrubbery, to make any gradings of the soil, to locate guy wires and braces within such easement areas, or to take any other reasonable action necessary to install, operate and maintain utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any improvements erected upon a Lot which are not located within the specific easement areas designated on the Plat or in this Declaration. Improvements within such easement areas shall also be maintained by the respective Lot Owner except those for which a public or private authority or utility is responsible or has in fact undertaken to maintain.

d. Clay County Utility Authority or its successors and assigns ("Utility Company") has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide water for use within the Units, and no potable water (excluding bottled water) shall be used within the Units except potable water which is obtained from the Utility Company. All sewage from any Unit must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by the Utility Company. No water from air conditioning systems, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The Utility Company is hereby granted a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the platted easement areas in the Development for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

e. The Association reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots within the Development owned by the Association; provided that the easements granted by the Association shall not materially or adversely affect any improvements erected on any Lots.

7.7 Variance. The Association, through its Board of Directors, reserves unto itself, its successors and assigns, the sole right to grant variances as to any of these covenants and restrictions relating to construction of improvements, including the locations thereof, provided the Board, in its sole

judgment, determines from the plans and specifications and details submitted in accordance with Paragraph 6.3 that the proposed variance is off-set by improvement or higher standards or criteria in other respects or otherwise is compatible with the overall plan of improvements in Hibernia even though the item or matter sought to be varied is not strictly in compliance with these covenants and restrictions. The Association shall never have any obligation or duty to grant any variance pursuant to this Paragraph 7.7 but may do so or not in its sole discretion and no variance granted by the Association or Committee pursuant to this Paragraph 7.7 shall ever be construed to waive or diminish any right or control of the Association in any respect except for the particular matter varied and then only as to the particular Lot involved and not any other, and the granting of a variance to a particular covenant or restriction shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same violation, or as to any other violation occurring prior or subsequent thereto.

ARTICLE VIII GENERAL PROVISIONS

8.1. Enforcement. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association or any person or persons owning any Lot within the Development (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Paragraph 8.1 shall be construed as cumulative of all other remedies now or hereafter provided by law or in this Declaration. The failure of the Association, its successors, assigns or designees, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

8.2. Obligations of Members: Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, Florida Statutes 720.305, as outlined within this section, and the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

- (a) The association;
- (b) A member;
- (c) Any director or officer of an association who willfully and knowingly fail to comply with these provisions; and
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. A member prevailing in an action between the association and the member under this section, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy.

(A) The association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and

opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

The fine structure established by Hibernia Plantation Homeowner Association allows for the levied fine to exceed \$1000 in the aggregate.

(B) A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee, hereinafter referenced as a "Special Fine Committee" of at least three members. The members of said committee shall be randomly selected by a drawing at the annual meeting and shall serve until the next annual meeting. Those randomly selected may not include officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

The Violation Procedure leading to a possible fine is as follows:

1st Violation Letter	30 days or less to correct the problem
2nd Letter, same matter	10 days or less to correct the problem
3rd Letter, same matter	Notice of intent to impose fine. Included in the Notice of Intent to Impose a Fine, the Owner will be provided a date and time when he/she may present his argument to the Special Fine Committee, hereinafter referred to as "SFC". The Board of Directors will recommend a fine to the SFC but the SFC will determine the final fine amount, if any, and the decision of the SFC as to the fine for the violation will be final.
4th Letter, same matter	The fourth notice will confirm levy of the fine and demand payment of the fine within ten days of the fourth notice. The fourth notice will also demand compliance with the Association's allegations of violation.

Within 30 days of a fourth notice, the Board of Directors will be advised of the status. If necessary, the Board of Directors will review the issue at its next regular meeting, to consider remanding the matter over to the Association's attorney for legal action against the Owner. If legal action commences, the Owner in violation shall be responsible for all attorney fees, costs and fines. The Association will use all legal remedies available to collect those dollars, including, but not limited to, property liens and foreclosures.

(C) If a member is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. Suspension does not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under Article 8.2(B) do not apply to a suspension imposed under this subsection.

(D) The association may suspend the voting rights of a parcel or member for the nonpayment of any monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a parcel or member which has been suspended by the association may not be

counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the governing documents. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

(E) All suspensions imposed must be approved at a properly noticed board meeting. Upon approval, the association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

8.3. Term. This Declaration of Covenants and Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2025, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Members holding a minimum of two thirds (2/3) of the voting rights of the Association has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time after January 1, 2015, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the Members holding a minimum of two thirds (2/3) of the voting majority of Members of the Association; provided, however, that no such amendment shall annul any material rights of the Owners provided herein. . In addition to the amendments provided for in this Paragraph, the Association shall have the right to amend this Declaration as set forth in Paragraph 8.8 hereof. The effective date of all amendments, including amendments by the Association pursuant to Paragraph 8.8 hereof, shall be the date of its recordation in the public records of Clay County, Florida.

8.4. Mutuality of Benefit and Obligation. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Development and are intended to create mutual, equitable servitudes upon each Lot in favor of each and all of the other Lots therein; to create reciprocal rights among the respective Owners; and to create a privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns. Every person who is an Owner does by reason of taking title to property within the Development agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens. THE ASSOCIATION, so long as it shall own a Lot or any Common Area in its own name, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, shall have the right to enforce this Declaration.

8.5. Motor Vehicle Speed Limits.

a. Speed limits for vehicles operated on streets within the development shall be as promulgated from time to time by the Association, its successors and assigns. Appropriate postings of these speed limits are to be made. The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual assessment made by the Association pursuant to Article V of this Declaration.

b. No motorized vehicle, including motorcycles, motorbikes, etc., except a duly licensed vehicle, shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

8.6. Transfer of Association Powers. The Association 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, corporation, trust, or other entity as it shall select, any or all rights, powers, privileges, authorities, and reservations given to or reserved by the Association by any part or Paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, corporation, trust, or other

entity entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Association under this Declaration or the Plat, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots shown on such Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in such committee except in the event aforesaid. None of the provisions of this Paragraph shall apply to or affect the provisions of Article V hereof.

8.7. Consent or Approval. Except as may be provided elsewhere in this Declaration to the contrary, wherever in this Declaration the consent or approval of the Association 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 same has been submitted to and approved in writing by the Association. In the event the Association fails to act on any such written request within 60 days after the same has been submitted to the Association as required above, the consent or approval of the Declarant 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 or persons submitting such written request which violates any of the covenants or restrictions herein contained.

8.8. Associations Right to Amend or Add Restrictions. The Association reserves unto itself, its successors and assigns, the sole right:

a. To amend these covenants and restrictions other than those contained in Article V, 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 between the provisions contained herein;

c. To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to such land or portion thereof which do not lower the standards of the covenants and restrictions herein contained: provided, however, that no such amendment shall annul any material rights of the Owners provided herein; 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 Association in its sole judgment, determines such violation to be a minor or insubstantial violation; provided however, that releasing any Lot or portion thereof from any part of these covenants and restrictions which have been violated shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same violation, or as to any other violation occurring prior or subsequent thereto.

8.9. Severability. Every part of this Declaration is hereby declared to be independent of, and severable from, the rest of this Declaration and of and from each and every other one of the covenants and restrictions and of and from every combination of covenants and restrictions. Therefore, if any of the covenants and restrictions shall be held to be invalid or to be unenforceable, such holding shall be without effect upon the validity or enforceability of any other one of the covenants and restrictions.

8.10. Captions. The captions preceding the various Articles, Paragraphs and Subparagraphs of this Declaration are for convenience or reference only, and none of them shall be used as an aid to construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

8.11. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last

known address of the person who appears as a Member or Owner on either the records of the Association or the public records of Clay County, Florida, at the time of such mailing.

8.12. Effective Date. This Declaration shall become effective upon its recordation in the public records of Clay County, Florida.

IN WITNESS WHEREOF, HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION has caused this Declaration to be executed by their proper officers, this 25th day of February 2020.

HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION

Signed


Emory Larimore, President

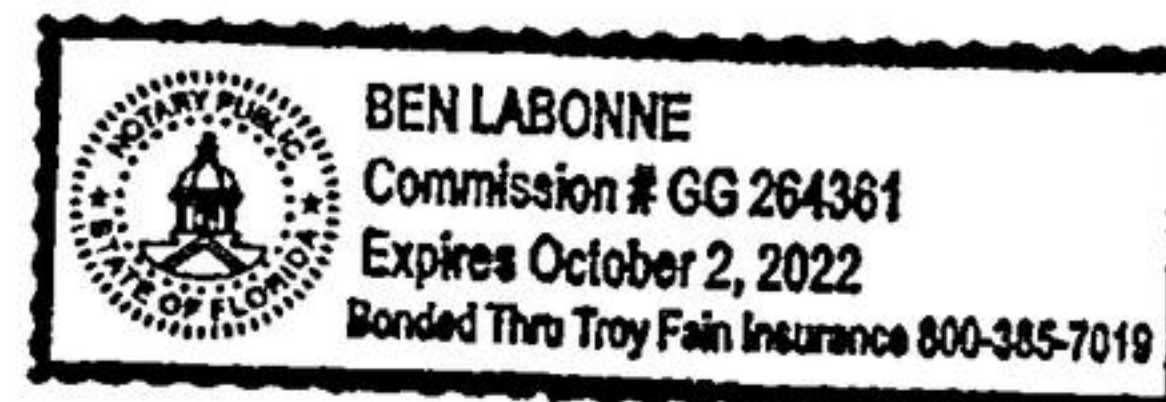
Ratified by Membership Vote Effective

25th day of February 2020.

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing Declaration of Covenants and Restrictions for Hibernia Plantation Homeowners Association was acknowledged before me this 26th day of February, 2020, by EMORY LARIMORE, President of HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. [] He is personally known to me or [☒] has provided Florida Driver's License as identification.



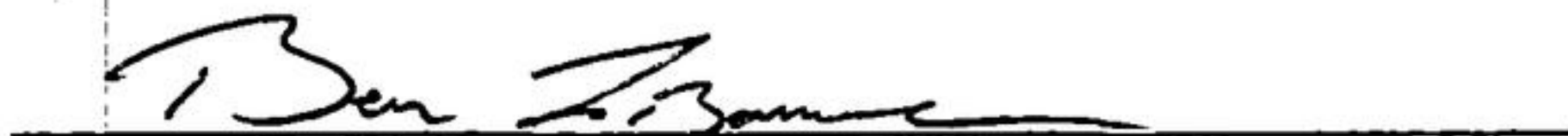


EXHIBIT "A"

A portion of Lots 3, 4, 5, 6, and 7, MAP OF LANDS OF F. I. FLEMING IN GEO. FLEMING & SUSAN CASHEN GRANTS AT HIBERNIA, FLORIDA, LANDS OF THE ESTATE ARE MARKED "L. I. F." Sections 37, and 38, Township 5 South, Range 26 East, Clay County, Florida, said map being recorded in Plat Book 1, Page 2, of the Public Records of said County, being more particularly described as follows:

BEGIN at the intersection of the Northerly line of said Lot 7, with the Easterly right of way line of County Road No. C-15-A, also being known as Pine Avenue (a 100 foot right of way as now established as per S.R.D. Right of Way Map Section 7160-150, dated 5-20-58); thence South 04 degrees 44 minutes 46 seconds West, along said Easterly right of way 1428.59 feet to the South line of those lands recorded Official Records Book 401, Page 685 and 686 of said Public Records ; thence South 82 degrees 27 minutes 57 seconds East, along last said line, 2660 feet more or less to the mean high water line of the St. Johns River; thence Northerly along said mean high water line and along the meanderings thereof, 1630 feet more or less, to the Southerly line of Fleming Oaks Unit 4, as Recorded in Plat Book 16, Pages 3 and 4 of said Public Records, also being the Northerly line of said Lot 7, thence North 85 degrees 36 minutes 02 seconds West, along last said line 2500 feet more or less, to the **POINT OF BEGINNING**.

THE ORIGINAL INSTRUMENT PREPARED BY:

E. OWEN McCULLER, JR.

1800 FLORIDA NATIONAL BANK TOWER

225 WATER STREET

JACKSONVILLE, FLORIDA 32202

Revised Instrument prepared by

Documents Committee

Hibernia Plantation Homeowners Association