

**REVITALIZATION OF THE  
DECLARATION OF COVENANTS  
EASEMENTS AND RESTRICTIONS  
FOR HIBERNIA PLANTATION**

The Declaration of Covenants Easements and Restrictions for Hibernia Plantation (herein "Declarations") were originally implemented by Stockton Land Corporation and Stockton-Hibernia, Inc., doing business as Stockton Hibernia Properties, Florida Joint Venture ("Previous Declarant") on April 25, 1988. The Declarations were amended and restated on February 29, 2012 by Hibernia Plantation Homeowners Association, a Florida not for profit corporation ("Association"/"Declarant"). The Declarations were further amended and restated by the association on February 25, 2020, and February 25, 2022.

WHEREAS, the Previous Declarant was the owner and developer who recorded the plat maps for Hibernia Plantation in Plat Book 22, Pages 76, 77, and 78, of the current public records of Clay County, Florida.

WHEREAS, the original Declarations were recorded on July 20, 1988, in Book 1161, Page 467 of the Official Records of Clay County, Florida. The revised Declarations, which were full restatements, were recorded in Book 3387, Page 158, Book 4282, Page 1206, and Book 4575, Page 1405, all of the Official Records of Clay County, Florida.

WHEREAS, as a general rule, the original covenants and restrictions, as amended, reached the 30-year anniversary of filing on or about July 21, 2018, and potentially expired as a result of the Marketable Record Title Act of 1966.

WHEREAS, the Declarations adopted by the members of the Association after July 21, 2018, were less restrictive. The principal difference in the last two revised Declarations from the 2012 revised Declaration is to Paragraph 5.6, Road Fund Ecrow/Infrastructure Statutory Reserve. In 2020, Paragraph 5.6 was changed to a flat annual reserve amount rather than 35% of the quarterly assessment per lot. The flat amount was less than or equal to the 35%. In 2022, Paragraph 5.6 was changed to remove the flat annual amount and allow the Board of Directors ("Board") to determine the amount of the assessments to be set aside for the Statutory Reserve, based on the most current reserve study projections. The change was made because the reserve contributions exceeded the needs for which the reserve is being held. As such, the change is less restrictive.

WHEREAS, in addition, the 2022 revised Declarations made minor changes to the wording designed to clarify or correct errors. In Paragraph 3.4, rather than referring to the Development Roadway it was changed to Association Roadway. Typographical errors were corrected such as the spelling of Plantation in the association name in the recital, and correcting the word indigenous in Paragraph 5.1 etc. In other places, some decisions previously left to the Board are now referenced to the Rules and Regulations. These changes to the Declarations did not change the burden imposed by the Declarations. They are neutral changes and definitely not more restrictive. Other than the minor "housekeeping" changes and the change to Paragraph 5.6, the 2022 revised Declarations are virtually identical to those adopted in 2012. As such, the revitalization is of the 2012 Declarations, as amended and restated in 2022.

WHEREAS, attached hereto is the legal description for Hibernia Plantation, as Exhibit "A". The list of current owners for Hibernia Plantation, with parcel identification, address, lot and legal description is attached hereto as Exhibit "B".

WHEREAS, Hibernia Plantation Homeowners Association, Inc., by and through a committee of the owners and by an affirmative vote of a majority of the parcel owners agreed to the revitalization of the Declaration of Covenants Easements and Restrictions for Hibernia Plantation adopted in 2022, as well as the previously promulgated Articles of Incorporation, attached hereto as Exhibit "C", Bylaws, attached hereto as Exhibit "D", Rules and Regulations, attached hereto as Exhibit "E", and Plat Map attached hereto as Exhibit "F", and agree that such approval is binding

on all parties who have a right, title or interest in said property or any part of said property, and to their respective heirs, successors and/or assigns.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, contained herein, all of which are held for the purpose of protecting the value and desirability of, and which shall run with land to the real property described above and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to be bound by the revitalized Declarations and the governing documents set out herein.

## **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 Assesments

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 HOMEOWNERS 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:

|                           |                                                                                                                                                                                                                 |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Articles</b>           | The Articles of Incorporation of Hibernia Plantation Homeowner's Association, Inc.                                                                                                                              |
| <b>Association</b>        | The Hibernia Plantation Homeowner's Association, Inc., a non-profit corporation, organized and existing under the laws of the State of Florida, its successors and assigns.                                     |
| <b>Board of Directors</b> | The Board of Directors of Hibernia Plantation Homeowner's Association, Inc.                                                                                                                                     |
| <b>Bylaws</b>             | The Bylaw's of Hibernia Plantation Homeowner's Association, Inc.                                                                                                                                                |
| <b>Common Areas</b>       | 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. |
| <b>Declaration</b>        | This Declaration of Covenants and Restrictions, as may be amended from time to time.                                                                                                                            |

|                                |                                                                                                                                                                                                                          |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development of Hibernia</b> | That land divided into residential lots described on Exhibit A attached hereto, and including all Common Areas.                                                                                                          |
| <b>Dwelling Unit</b>           | A residence situated on a Lot.                                                                                                                                                                                           |
| <b>Lot or Lots</b>             | Any plot of land identified as a lot on the Plat. .                                                                                                                                                                      |
| <b>Owner</b>                   | 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. |
| <b>Member</b>                  | Every person or entity who holds membership in the Association.                                                                                                                                                          |
| <b>Plat</b>                    | 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. Association Roadways. The Association 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 to serve the Association, 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 Association 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 or she is an Owner. Membership shall be appurtenant to and may not be separated from ownership of any lot.

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, the property manager will contact the owner in regard to the property issues. If no correction is completed within 15 days of such notice, a certified letter, returned receipt requested, will be sent 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 35 percent or more 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 (dues); (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 Annual 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 Statutory Reserve. 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 Statutory Reserve will be determined annually by the board of directors, in conjunction with the annual operating budget process. The basis for determining the setaside will be the most current reserve study projections. The Reserve Study that is used for the basis must be less than 5 years old. This set aside should be reevaluated annually for any recommended changes by the board of directors. 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, solar panels, putting greens 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 in line with the ARC rules and regulations, or suitable and 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 Managment 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
- l. Solar Panels – New, Added or Replacement
- m. Putting Greens – New

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. 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 that a fence needs to be modified or replaced, it will require resubmittal and approval by the ARC, subject to current ARC Rules and Regulation guidelines.

#### 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 those listed in the Association Rules and Regulations), 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 its appointed 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 pets owner and not left on other owners property or any of the common areas of the Association.

v. Flag Poles. Per Florida Statue 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 flag pole 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 flag pole requests must be submitted to the Architectural Committee for approval.

w. Garage Sales. There will be only one (1) Association approved garage sale per year. Moving sales are allowed 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 certified 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 certified 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 electronically delivered or 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 notification.

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 12 day of September, 2022.

HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION

Signed

Russell Wanke  
Russell Wanke, President

Signed

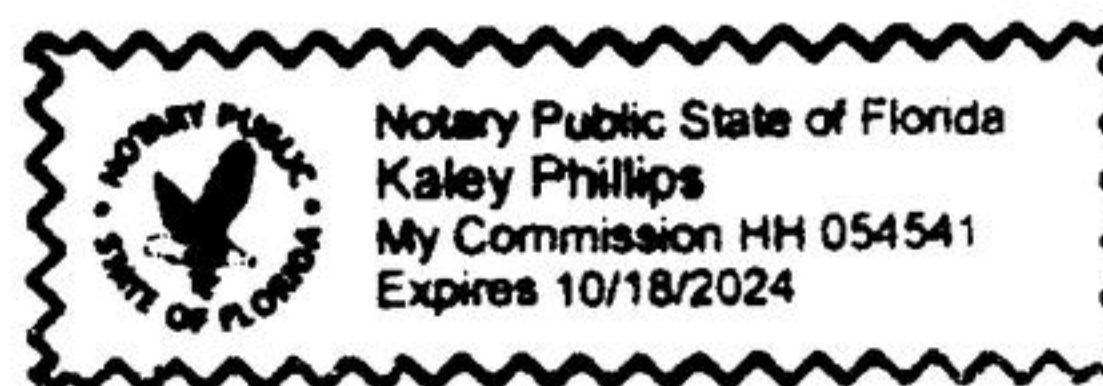
James Morgan  
James Morgan, Secretary

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing Declaration of Covenants and Restrictions for Hibernia Plantation Homeowners Association was acknowledged before me this 12 day of September, 2022, by RUSSELL WANKE, President of HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. [ ] He is personally known to me or [☒] has provided FLDL as identification.

Kaley Phillips 9/12/2022



STATE OF FLORIDA

COUNTY OF CLAY

The foregoing Declaration of Covenants and Restrictions for Hibernia Plantation Homeowners Association was acknowledged before me this 12 day of September, 2022, by JAMES MORGAN, Secretary of HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. [ ] He is personally known to me or [☒] has provided FLDL as identification.

Kaley Phillips 9/12/2022

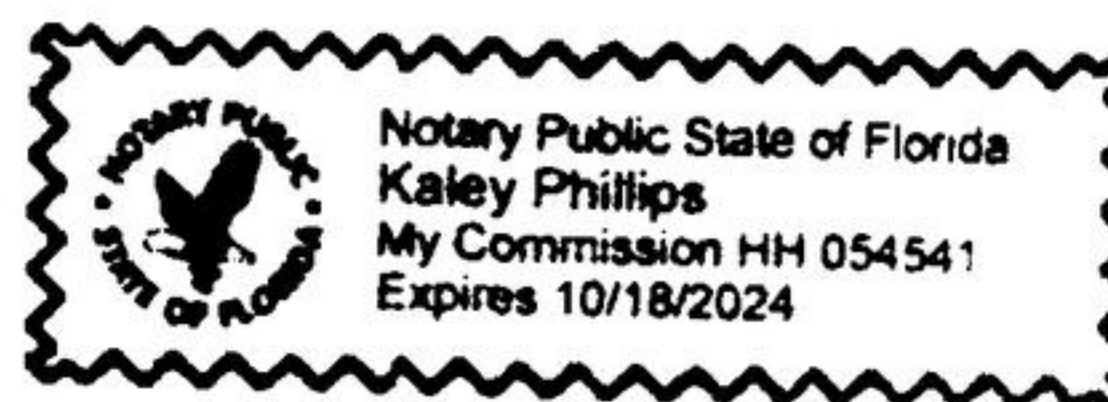


**EXHIBIT "A"**

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**

EXHIBIT B

| PARCEL ID              | OWNER                                      | #    | STREET    | SUFFIX | CITY           | ZIP CODE | COUNTY | LOT         | LEGAL                                                              |
|------------------------|--------------------------------------------|------|-----------|--------|----------------|----------|--------|-------------|--------------------------------------------------------------------|
| 37-05-26-014679-001-01 | GROVER GEORGE LOWELL III & ASHLEE NICOLE   | 1585 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 001     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-02 | FARNSTROM ROBERT H & DELORES M EL/E        | 1579 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 002     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-03 | WINTON STEVEN L & TRACEY T                 | 2464 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 003     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-04 | NEW JARED GABRIEL                          | 2470 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 004     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-05 | MCKINNON JOEL & AMANDA                     | 2478 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 005     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-06 | CANNON OLIN C EL/E                         | 2486 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 006     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-07 | LONGINO STEVEN D & CINDY C                 | 2402 | MOLLY     | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 007     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-08 | ALLEN ROBERT E & LISA E                    | 2408 | MOLLY     | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 008     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-09 | STOCKTON STUART C                          | 2409 | MOLLY     | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 009     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-10 | HANSEN DAN T & LYNN M                      | 2405 | MOLLY     | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 010     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-11 | MINER RANDAL L & KAREN L                   | 2401 | MOLLY     | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 011     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-12 | MERRITT THOMAS K & SUSAN R                 | 2512 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 012     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-13 | CLAY DONALD E & BETTY TRUSTEES             | 2279 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 013     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-14 | GOETZE JOHN J & MARGARET E                 | 2273 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 014     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-15 | CARAWAY DANIEL & TINA M                    | 2269 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 015     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-16 | MCCLAREN DEVERE E II & VIRGINIA C TRUSTEES | 2270 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 016     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-17 | VECKARELLI DONALD T & VIRGINIA             | 1505 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 017     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-18 | BROOKS PATRICIA G TRUSTEE                  | 1499 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 018     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-19 | JOYCE KAREN, RAY BRYAN                     | 1491 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 019     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-20 | MUYRES WILLIAM J & ANGELA W                | 1485 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 020     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-21 | SOLDRO TERRENCE L & DEBORAH M              | 1477 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 021     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-22 | BLANK RICHARD & ROSA R                     | 1471 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 022     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-23 | BILLINGS KEITH D & PAMELA K                | 1469 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 023     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-24 | NEW LAUREL & KENNETH                       | 1467 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 024     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-25 | DEWEY DENNIS D & NANCY M                   | 1466 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 025     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-26 | PERKITT LORRAINE M                         | 1462 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 026     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-27 | HARDIN THOMAS M & CECILY A                 | 1472 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 027     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-28 | FERGUSON ERIC, ROUTEL CHRISTIE             | 1478 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 028     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-29 | FLORES ORLANDO & CHRISTINE                 | 1486 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 029     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-30 | STENMAN EVERETT G & JANET S                | 1492 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 030     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-31 | KIRILLOFF BORIS W & TRESSA D               | 1496 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 031     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-32 | CAUBLE BETTY                               | 1502 | KATHLEEN  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 032     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-33 | DICKSON VALERIE K & MARK D                 | 2284 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 033     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-34 | GARNER CHARLOTTE W                         | 1493 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 034     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-35 | VAN HORN BRADLEY E & MELISSA L             | 1479 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 035     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-36 | WHEELER CHARLES H JR & ANNETTE             | 1471 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 036     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-37 | WITKOWSKI RYAN M, JOHNSON DANYTHE E H      | 1461 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 037     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-38 | JOHNSON KEITH H & KATHLEEN O               | 1465 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 038     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-39 | STANDISH CURTIS M & AMY D                  | 1464 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 039     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-40 | CHANCEY BRIAN A & ALYSSA C                 | 1460 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 040     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-41 | BRANTLEY BILLY R & MARGARET A              | 1470 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 041     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-42 | CARTER STEPHEN & KELSIE                    | 1476 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 042     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-43 | STEINMETZ KARLA                            | 1484 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 043     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-44 | PATAY KEVIN W & MARY JO                    | 1494 | SCARLETT  | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 044     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-45 | PATAY ARLENE & STACEY TRUSTEES             | 1491 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 045     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-46 | BARKER JIMMY C & NORMA H                   | 1483 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 046     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-47 | HUTCHINS RICHARD JR & JO CAROL TRUSTEES    | 1477 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 047     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-48 | MADDEN MICHAEL & VALERIE                   | 2372 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 048     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-49 | WATKES RUSSELL P & JENNIFER A TRUSTEES     | 2375 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 049     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-50 | WATSON THOMAS C JR & LYNN L                | 2371 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 050     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-51 | CARLO STEPHEN J & JESSICA                  | 2367 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 051     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-52 | SMITH STEVEN P & JENNILYNN                 | 2361 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 052     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-53 | WANAMAKER HOWARD & TERI J                  | 2357 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 053     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-54 | LOGAN MELINDA K & CHRISTOPHER G            | 2351 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 054     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-55 | MASON CRAIG A & PATRICIA J EL/E            | 2347 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 055     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-56 | OTTUN TAJUDEEN OLATOKUNBO & NATOURI        | 2348 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 056     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-57 | DAVIS ROSE ANN, LOTT DALE ORIS             | 2358 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 057     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-57 | DAVIS ROSE ANN, LOTT DALE ORIS             | 2358 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 058     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-59 | SUMMERS CARL R & MARY S                    | 1488 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 059     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-60 | BROWN MICHAEL T & LAURIE A                 | 1494 | BRIDGETTE | WAY    | FLEMING ISLAND | 32003    | CLAY   | LOT 060     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-61 | LESNIAK MICHAEL J & NATALIE T              | 2332 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 061     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-62 | MCNEES CATHERINE H & MICHAEL C             | 2336 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 062     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-63 | GRISSETT JAMES K & PATRICIA TRUSTEES       | 2340 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 063     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-64 | BARRON JOAN B                              | 2344 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 064/065 | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-66 | SPALDING MARK G & MARTHA J                 | 2356 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 066     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-67 | MERRITT JAMES & VICTORIA                   | 2362 | STOCKTON  | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 067     | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |

EXHIBIT B

| PARCEL ID              | OWNER                                            | #    | STREET   | SUFFIX | CITY           | ZIP CODE | COUNTY | LOT        | LEGAL                                                              |
|------------------------|--------------------------------------------------|------|----------|--------|----------------|----------|--------|------------|--------------------------------------------------------------------|
| 37-05-26-014679-001-68 | WILDER RANDALL S & LYNNE                         | 2368 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 068    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-69 | LACLAIR TROY A & KELLI A                         | 2374 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 069    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-70 | BRIGHT RONALD & VIRGINIA                         | 2380 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 070    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-71 | JEDRZIEWSKI DAVID R & BONNIE S                   | 2386 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 071    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-72 | WHITEMAN EDWIN JOSEPH & LEAH F                   | 2390 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 072    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-73 | FELTS PATRICK J II & DEBORAH L                   | 2413 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 073    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-74 | RIOS LUIS E JR & MELANIE P                       | 2409 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 074    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-75 | IRWIN KENNETH R JR & LIBBY S                     | 2408 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 075    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-76 | SCHMIEDSKAMP DAWN                                | 2412 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 076    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-77 | HIGGINBOTHAM ROGER A & KAROL K                   | 2418 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 077    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-78 | BENAVIDES CARLOS J & CARLA M TRUSTEES            | 2424 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 078    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-79 | BALL ROBERT D & SHERRIE L                        | 2430 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 079    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-80 | PETER ANDREW S & LUSIA A                         | 2436 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 080    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-81 | BRINKWORTH JEFFREY D & AMY J                     | 2444 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 081    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-82 | COPLEY WILLIAM DAVID, DIGIOVANNI DANIELLE NICOLE | 2450 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 082    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-83 | FRANKLIN DEIDRA O EL/E                           | 2455 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 083    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-84 | HILTON CLEMENT J JR & PAULA R                    | 2443 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 084    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-85 | WEST JEFFREY A & VICTORIA D                      | 2435 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 086    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-86 | TAING SITHA, NGAN SOKONTHEA                      | 2427 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 087    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-87 | ANDERSON ASIILEE ERIN & JAMES ROBERT             | 2399 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 088    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-88 | LOUCKS GREGORY E & KATHILEEN D                   | 2389 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 089    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-89 | ESTABROOKS BARBARA J EL/E                        | 2364 | JENNIE   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 090    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-90 | GILMORE BARRY T & LINDA                          | 2370 | JENNIE   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 091    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-91 | VILLA SAMUEL G & LISA MARIE                      | 2369 | JENNIE   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 092    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-92 | MORGAN JAMES A & JANET R                         | 2363 | JENNIE   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 093    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-93 | KLOKE JESSICA CHRISTINE & ANDREW L/E             | 2355 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 094    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-94 | SOHBATZADEHLANBAR SHAYAN & BRITTANY LAUREN       | 2371 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 095    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-95 | COOKSEY REBECCA C                                | 2356 | CASEY    | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 096    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-96 | MEISTER DAVID A II, WALKER-MEISTER ELSIE N       | 2362 | CASEY    | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 097    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-97 | SIELLEY JOHN E & MARY L/E                        | 2365 | CASEY    | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 098    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-98 | MURPHY JAMES K & COLBEN K                        | 2361 | CASEY    | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 099    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-001-99 | WETHERINGTON JEANNE EL/E                         | 2355 | CASEY    | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 100    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-00 | PALMERI FRANK JR                                 | 2329 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 101    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-01 | FERGUSON WILLIAM A & BEVERLY J L/E               | 2321 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 102    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-02 | DOHERTY JEFFREY W & JOANN L                      | 2313 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 103    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-03 | HICKSON CYNTHIA L A TRUSTEE                      | 2305 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 104    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-04 | MONTES JUAN MANUEL & KORI ELIZABETH              | 2297 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 105    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-05 | PASCUAL JODY O                                   | 2287 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 106    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-06 | SUTLIFF RICHARD C & KAY M                        | 2387 | COLEEN   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 107    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-07 | QUINONES JAIME & MICHELLE Y                      | 2381 | COLEEN   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 108    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-08 | MEYER CHERYL L & WALTER R JR                     | 2375 | COLEEN   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 109    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-09 | PONTOW TRENT W & BELINDA J                       | 2376 | COLEEN   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 110    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-10 | SPINKS RICKY S & ANGELA M                        | 2382 | COLEEN   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 111    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-11 | STONE CHRISTOPHER D & JESSICA L                  | 2388 | COLEEN   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 112    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-12 | LISKE HANS P & LYNN D                            | 2397 | SHAWNA   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 113    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-13 | DECKERHOFF TIFFANY & KIP                         | 2391 | SHAWNA   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 114    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-14 | PREISSLER MARK & BONNIE                          | 2383 | SHAWNA   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 115    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-15 | DRINIS SOPHIA, CASSON CHRISTINE                  | 2382 | SHAWNA   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 116    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-16 | MILINOVICH ALEXANDER M & LILLIAN                 | 2388 | SHAWNA   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 117    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-17 | BRIDGEMAN GUY C & CRISTINA E                     | 2392 | SHAWNA   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 118    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-18 | WATSON SAMUEL & VIVIAN C                         | 2398 | SHAWNA   | LN     | FLEMING ISLAND | 32003    | CLAY   | LOT 119    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-19 | PORTER ELIZABETH II                              | 2465 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 120    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-20 | TARTER ROBERT C III, PALMER HEATHER A            | 1574 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 121    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-21 | TODD JENIFER & CHRISTOPHER                       | 1582 | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | LOT 121    | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |
| 37-05-26-014679-002-22 | HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION INC   |      | STOCKTON | DR     | FLEMING ISLAND | 32003    | CLAY   | OPEN SPACE | HIBERNIA PLANTATION, ACCORDING TO PLAT BOOK 22, PAGES 76, 77, & 78 |

ARTICLES OF INCORPORATION  
OF  
HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of this corporation shall be HIBERNIA PLANTATION HOMEOWNERS ASSOCIATION, INC. (the "Association"). All capitalized terms used herein without definition that are defined in the Declaration of Covenants, Easements and Restrictions for Hibernia Plantation recorded or to be recorded in the public records of Clay County, Florida (the "Declaration") shall have the same meaning herein as in the Declaration.

ARTICLE II

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE III

PURPOSES

The general nature, objects and sole purposes of the Association are the acquisition, construction, management, maintenance and care of the Association's property. For the purpose of the preceding sentence, the "Association's property" means property held by the Association, property commonly held by Members of the Association, property within the organization privately held by the Members of the organization, and property owned by a governmental unit and used for the benefit of the residents of such unit all as more fully described in Section 528 of the Internal Revenue Code of 1986 of the United States, as amended. In keeping with the above purposes, the Association shall have the following powers:

- (a) To promote the health, safety and social welfare of the Owners of Lots and Dwelling Units and to fulfill the obligations set forth in the Declaration.

- (b) To maintain and/or repair Common Areas, structures, and other improvement's including, but not limited to, retention basins, streets and roads, for the benefit of Owners of the property for which the obligation to maintain and repair has been delegated and accepted by the Association.
- (c) To operate without profit for the sole and exclusive benefit of its Members. Notwithstanding anything to the contrary herein, no part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenances and care of the Association's property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any Member or individual.
- (d) To transact any or all lawful business for which corporations may be incorporated under Chapter 617, Florida Statutes.

#### ARTICLE IV

##### MEMBERS

The Members shall consist of the Owners of Property within Hibernia Plantation. Such Members will be classified as Class A Members.

- (a) Class A Members. Class A members shall be all Owners of property within Hibernia Plantation. Every Owner, shall automatically become a Class A Member for such period of time as they are an Owner.

#### ARTICLE V

##### VOTING AND ASSESSMENTS

- (a) A Class A Member shall be entitled to one (1) vote for each Dwelling Unit or for each Lot owned. When more than one person holds an interest in any Lot or Dwelling Unit, other than as security for the performance of an obligation, all such persons shall be Members, 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.
- (b) The Association shall obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration.

## ARTICLE VI

### BOARD OF DIRECTORS

- (a) The affairs of the Association shall be managed by a Board of Directors, consisting of not less than seven (7) persons. The number of members of the initial Board of Directors shall be three (3). The number of members of the Board of Directors may be increased from time to time in accordance with the Bylaws of the Association. Directors must be Class A Members of Hibernia Plantation.
- (b) The Directors shall be elected by the Association membership in accordance with the voting procedure contained in the Association Bylaws. The term of the Directors so elected shall be for two (2) years and thereafter until their successors are duly elected or until their earlier resignation, removal from office or death.
- (c) The names and addresses of the members of the Board of Directors, as of this amendment, who shall hold office until their successors are elected or appointed and have qualified, are as follows:

**Emory Larimore**

1461 Scarlett Way  
Fleming Island, Florida 32003

**Russ Wanke**

2375 Bridgette Way  
Fleming Island, Florida 32003

**Susan Merritt**

2362 Stockton Drive  
Fleming Island, Florida 32003

**Keith Billings**

1471 Kathleen Way  
Fleming Island, Florida 32003

**Mindy Logan**

2351 Bridgette Way  
Fleming Island, Florida 32003

**Jim Barker**

1483 Bridgette Way  
Fleming Island, Florida 32003

**Tracey Winton**

2464 Stockton Drive  
Fleming Island, Florida 32003

**ARTICLE VII**

**OFFICERS**

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person except the offices of President and Secretary.

**ARTICLE VIII**

**BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. The Bylaws may be altered, amended or repealed when such is approved by 71% of the Board of Directors.

**ARTICLE IX**

**INCORPORATORS**

The name and address of the incorporator is:

Marlene Hammock  
200 Laura Street, Suite 1200  
Jacksonville, Florida 32202

## ARTICLE X

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Indemnification of directors, officers, employees and agents of the Association shall be to the full extent permitted by the Florida General Corporation Act, Chapter 607, and the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes, or any successor chapters.

## ARTICLE XI

### REGISTERED OFFICE AND AGENT

The street address of the registered office of this Corporation is 767 Blanding Blvd., Suite 112, Orange Park, Florida 32065 and the name of the registered agent at this address is Phillip Wickham, Licensed Community Association Manager, Byers Properties, Inc.

## ARTICLE XII

### DISSOLUTION OF THE ASSOCIATION

- (a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:
1. Dedication to any applicable municipal or other governmental authority of any assets of the Association determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
  2. Remaining assets shall be distributed among the Members, each Members share of the assets being based upon a fraction, the numerator of which is all amounts assessed by the Association since its organization against the Lot or Dwelling Unit which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all Lots or Dwelling Units which at the time of dissolution are part of the Development. The year of dissolution shall count as a whole year for the purposes of the preceding fractions.

- (b) The Association may be dissolved upon a resolution to that affect being approved, by three-fourths (3/4) of the Association Membership and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statute Section 617.05 or statute of similar import.

IN WITNESS WHEREOF, the said incorporator has executed these amended Articles of Incorporation this 26<sup>th</sup> day of Feb. 2020.

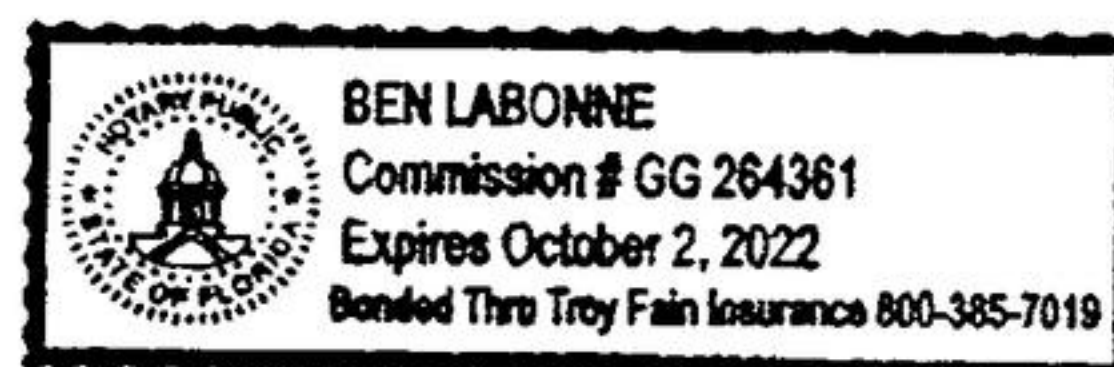
  
Emory Larimore - President

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing was acknowledged before me this 26<sup>th</sup> day of February 2020, 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 License as identification.

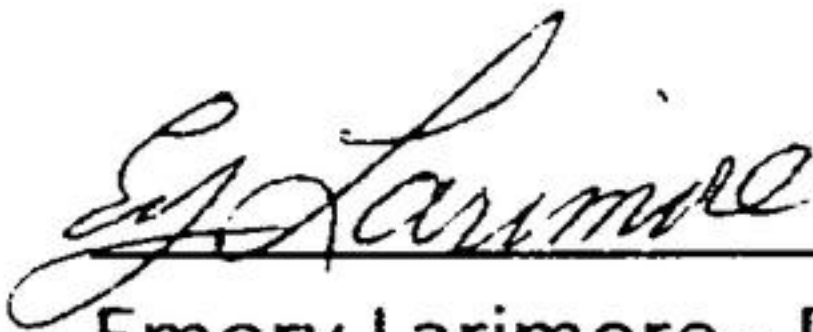




CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED

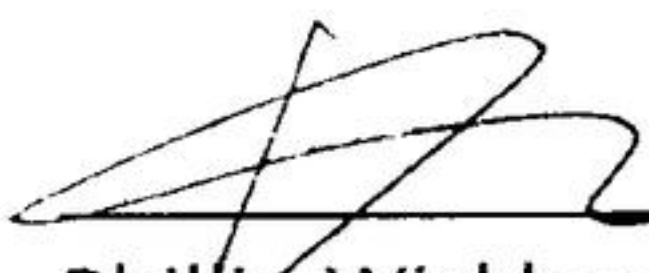
In compliance with Section 48.091, Florida Statutes, the following is submitted:

That Hibernia Plantation Homeowners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at, 767 Blanding Blvd., Suite 112, Orange Park, Florida has named Phillip Wickham, Licensed Community Association Manager for Byers Properties, Inc. as its agent to accept service of process within Florida.

  
\_\_\_\_\_  
Emory Larimore - President

2/26/2020  
\_\_\_\_\_  
Date

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate Phillip Wickham, Licensed Community Association Manager for Byers Properties, Inc. hereby agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

  
\_\_\_\_\_  
Phillip Wickham – Registered Agent

2/26/20  
\_\_\_\_\_  
Date

**BYLAWS  
Of  
Hibernia Plantation Homeowners Association, Inc.**

**Article I  
Definitions**

All capitalized terms used herein without definition that are defined in the Declaration of Covenants, Easements and Restrictions for Hibernia Plantation recorded or in the Public records of Clay County, Florida (the "Declaration") shall have the same meaning herein as in said Declaration.

**Article II  
Location of Principal Office**

The principal office of the Hibernia Homeowners Association shall be the Office of the current Association Management Company serving the Homeowners Association, or at such other place as may be established by resolution of the Board of Directors of the Association.

**Article III  
Voting Rights and Assessments**

The qualification for Members and voting rights of each Class of membership of the Association shall be as set forth in the Articles of Incorporation of the Association and the Declaration.

Assessments shall be levied as set forth in the Declaration and any assessments, or installments thereof, not paid when due shall bear interest at the rate set forth in the Declaration from the date when due until fully paid.

**Article IV  
Board of Directors**

The Board of Directors shall consist of 7 Association members, elected from time to time at the annual Association Meeting. A majority (4) of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the quorum shall constitute the action of the Board of Directors.

Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director shall be filled by the Board of Directors. A Director

appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

## **Article V**

### **Powers and Duties of Board of Directors**

The Board of Directors shall have all powers set forth in Chapters 617, 607 and 720, Florida Statutes, and the powers set forth below:

- A. To call meetings of the Members.
- B. To appoint and remove at pleasure all officers, agents and employees of the Association; prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these BYLAWS shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.
- C. To establish, levy, assess, and collect the assessments necessary to operate the Association and carry on its activities and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- D. To adopt and publish rules and regulations governing the use of the Common Areas or any parcels thereof and the personal conduct of the Members and their guests thereon as contained in the Declarations of Covenants, Easements and Restrictions.
- E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- F. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration of Covenants, Easements and Restrictions, or the Articles of Incorporation of the Association.
- G. The Board of Directors shall establish the length of the term of office for each Officer on the Board for continuity purposes.
- H. To oversee levying of fines as per the process as outlined in the Declaration of Covenants, Easements and Restrictions

It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all its acts and corporate affairs.

- B. To supervise all officers, agents and employees of this association, and to see that their duties are properly performed.
- C. With reference to assessments of the Association:
  - 1. To fix the amount of the assessment against each Member for each assessment period;
  - 2. To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of Association Management and shall be open to inspection by any Member; and,
  - 3. To mail, deliver or electronically transmit written notice of each assessment to every Member.
- D. To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima fascia evidence of any assessment therein stated to have been paid.

## **Article VI**

### **Directors and Meetings**

The annual Association meeting of Members shall be held during the month of January on a date, time, and location as selected by the Board of Directors. Notice of the meeting will be mailed, delivered, or electronically transmitted to all Members at least fourteen (14) days in advance.

Special meetings of the Members for any purpose may be called at any time at the written request of three Board Members or by a written request from at least 10% of the voting interests of the Association.

Notice of a special meeting will be given to Members by sending a copy of the meeting notice through mail postage paid to each Member's address appearing on the records of the Association or via email if the Member has previously consented to receive notice electronically. Each Member shall register his mailing address or email address with the Management Company and notices of such meetings shall be mailed, delivered or electronically transmitted to such address. Notice of any special meeting will be mailed, delivered or electronically transmitted at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted.

At any meeting of Members, a quorum shall exist if 20% of the voting Members are present in person or by proxy. An affirmative vote of a majority of the votes represented at the meeting shall constitute the action of the Members.

Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. General proxies may only be used to establish a quorum. Limited proxies may be used for votes taken to amend the Articles of Incorporation or the Covenants and Restrictions, or for any other matter that requires or permits a vote of the members.

The proxy must state the date, time, and place of the meeting for which it is given, and must be signed by the authorized person who executed the proxy. The proxy is effective only for the meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and will automatically expire 90 days after the date of meeting for which it was originally given. The proxy is revocable at any time at the pleasure of the person who originally authorized the proxy. Proxy voting must be as per Florida Statutes.

Nominations shall be made every odd year for individuals to serve on the Board to fill four (4) Director positions and every even year nominations shall be made to fill three (3) Directory positions. Directors shall be elected for a term of two (2) years and shall take office immediately following the annual meeting of Members.

For election of the Board of Directors, the Members shall personally cast their vote at the meeting of the Members, or by a written ballot or, if electronic ballots are provided, via electronic submission. Any member desiring to be a candidate for the board may give written notice to the association before the scheduled election. Not less than 30 days before a scheduled election, the association shall mail, deliver, or electronically transmit to each Member entitled to vote a Notice of Intent to Run as a Candidate form. The Notice of Intent to Run as a Candidate form shall include a deadline for receipt of the form in the event that the Candidate desires the inclusion of their information sheet in the subsequent mailing for notification of the election. Not less than 14 days before a scheduled election, the association shall mail, deliver, or electronically transmit, whether by separate association mailing or included in another association mailing, delivery, or electronic transmission, including regularly published newsletters, to each member entitled to vote, a notice of the date of the election. Upon receipt of all timely and complete submissions of the Notice of Intent to Run as a Candidate form, the association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate, to be included with the mailing, delivery, or electronic transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. A member may also nominate himself or herself as a candidate for the board at a meeting where the election is to be held. Candidates shall be given the opportunity to introduce themselves and address the members present at the meeting. Members shall be given an opportunity to ask questions of the candidates. Members present shall cast their vote and the ballots shall be placed with those written ballots received from members not present. An elections committee of not less than 3 (three) volunteers shall be selected to count all ballots received, at the time and place established for the meeting. Elections shall be decided by a plurality of the ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of the members of the board.

## **Article VII Officers**

The Officers shall be a President, Vice President, Secretary, Treasurer, and such other officers and assistant officers as may be deemed appropriate by the Board of Directors.

The Officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, following their election at the Annual meeting of the Members.

A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice.

The President shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board of Directors are carried out.

The Vice President shall perform the duties of the President in his absence. The Vice President shall perform such other acts and duties as may be assigned by the Board of Directors.

The Secretary shall oversee the recording of the votes and the minutes of all proceedings. The Property Management Company shall be responsible for the actual recording of votes and keeping and issuing meeting minutes. The Property Management Company shall also be responsible for keeping an updated list of all members of the association.

The Treasurer shall oversee receipt and deposit by the Property Management Company in appropriate bank accounts all monies of the Association and shall oversee disbursement by the Property Management Company of such funds as directed by resolution of the Board of Directors provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. Signatories on checks of the Association shall be either the Treasurer, President, Vice President and/or the Property Management Company. Electronic payments or transfers shall be initiated by either the Treasurer, President, Vice President and/or the Property Management Company.

The Treasurer, or the Associations Property Manager, if directed by the Board of Directors, shall keep proper books of account and cause an annual budget and an annual balance sheet statement to be prepared at the completion of each fiscal year and the budget and balance sheet statement shall be open for inspection upon reasonable request of a Member.

The salaries, if any, of the Officers and assistant officers of the Association shall be set by the Board of Directors.

## **Article VIII**

### **Directors and Association Meetings**

Regular meetings of the Board of Directors shall be held at such time and place as provided by an appropriate resolution of the Board of Directors. The first meeting shall be determined after the election of the new Board of Directors and officers after the Annual Meeting.

Special meetings of the Board of Directors shall be held when called by any Director after not less than five days (5) notice to each Director.

Notices of all board meetings will be posted in a conspicuous place and will give at least 48 hours advance notice of the meeting.

All Board meetings are open to Members of the Association except for meetings between the Board and its attorney with respect to proposed litigation where the contents of the discussion would otherwise be governed by the attorney/client privilege. Each Member has the right to speak on an agenda item.

An assessment may not be levied at a board meeting unless the meeting notice contains a statement that the assessments will be considered and the nature of the assessments. Notices of any meeting at which special assessments will be considered or at which amendments regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to all members within 14 days of the meeting.

Directors may not vote by proxy or by secret ballot at board meetings, except secret ballots may be used in the election of officers.

If 20% of the total voting interests of the Association petition the Board to address an item, the Board shall at its next regular board meeting or at a special meeting of the Board, but not greater than 60 days after receipt of the petition, address the petition item. Association Members will be notified at least 14 days in advance of the petition item discussed at the Board meeting.

## **Article IX**

### **Books, Records and Papers**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

**Article X  
Fiscal Year**

The fiscal year of the association shall be the Calendar year.

**Article XI  
Amendments**

Whenever amendment of these BYLAWS is proposed, a copy of the proposed amendment will be mailed to each Member along with a notice of the meeting at which the proposed amendment will be voted on.

These BYLAWS may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors.

*Voted on and approved on July 24 2012, by unanimous vote  
Article VI Amended and approved on August 13, 2013 by unanimous vote  
Amended on January 6, 2021 by majority vote*

## RULES AND REGULATIONS

### Hibernia Plantation

In accordance with Article VI, section 4.1 and Article VII, section 7.3.c of the Hibernia Plantation Declaration of Covenants Easements and Restrictions the following Rules and Regulations have been approved by the Board of Directors. Rules for operations and administration as required in Article VI appear in section 1. Rules focused on the function of the Architectural Review Committee (ARC) appear in section 2.

Nothing herein shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by each owner of a lot, improved or unimproved, within the community (each, an "Owner"), at the Owner's sole cost and expense.

#### Section 1

**BOARD MEETINGS** – All owners are welcome and encouraged to attend Board of Director Meetings. To assure that all owners will be heard, each owner shall be limited to 5 minutes, when addressing the Board. Owners are requested but not required to contact Management prior to the meeting, so that they can be placed on the Agenda.

**NATURE TRAIL HOURS** – Sunrise to Sunset.

**USE OF PROXIES – PROXY/BALLOTS:** Florida Statute 720. States: "To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given."

For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by written ballot that each Member personally casts.

Proxies may be turned in to the Association Manager or a representative of the Board, at any time prior to the meeting, but no later than the "Call to Order", at the start of the Meeting.

**REAL ESTATE SIGNS** - "For Sale" or "For Rent" and "Yard Sale" signs are allowed. Not more than 2 signs per lot that is available for sale or rent. Yard sale signs may be installed on the day of the Annual Community Yard sale only.

**POLITICAL SIGNS:** May be installed not more than 60 days prior to an election and must be removed within 7 days after the election.

1. Other- Except as provided herein or otherwise approved by the ARC, no other signs, flags (other than one American flag per lot), banners or advertising of any kind may be placed on or about any lot, attached to or part of any house, located in or about windows visible from the street or adjoining lots or placed on or about any other area within the Community.

## Section 2

**ARCHITECTURAL APPROVAL** - Any improvements or change performed to the outside of existing structures or to the landscape of your property, that materially alters the appearance of the lot or any structures located on the lot, requires Architectural Approval. Repairing, replacing or repainting, using the same colors, styles and/or products, so that the outward appearance of the lot or any structures located on the lot remain the same, shall not be considered a change, and ARC approval shall not be required with the exception of fencing. Alteration Applications must be accompanied by any relevant plans, specifications, photographs or drawings, and an official site survey. Submission of an application is free of charge. Failure to submit the appropriate application PRIOR TO commencement of work will result in an administrative fee of \$50.00 - \$250.00, depending on the type of change involved.

**RECREATION STRUCTURES** – All recreation structures (excluding basketball backboards) shall be located at the rear of the dwelling, or on the inside portion of a corner lot within the setback lines. Roof mounted basketball goals are prohibited. No platform, doghouse, tennis court, playhouse or structures of a similar kind or nature (except basketball backboards) shall be constructed on any part of the lot located in front of the rear line of the residence constructed hereon and shall be constructed so as to not adversely affect the adjacent lots or the use thereof. Any such structure must have prior approval of the ARC and without limiting any other criteria for approval, the ARC shall review the height of such structures to assure the privacy of neighboring homeowners. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

**DETACHED SHED** – A detached shed shall have a maximum size of 10' x 12' x 12' H.

Approved and adopted by the Hibernia Plantation HOA Board the Board of Directors 15<sup>th</sup> of October 2019

**SOLAR ENERGY DEVICES** - WHEREAS, the Hibernia Plantation Homeowner's Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, easements and restrictions contained in the recorded Declarations for the Association (referred to collectively as "Covenants & Restrictions"); and

WHEREAS, chapter 163.04 of the Florida State statutes, last amended 7-1-2008, addresses "Energy Devices based on Renewable Resources"; and

WHEREAS, the Architectural Review Committee("ARC") of the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Solar Energy Devices within the Association:

1. These guidelines apply to solar collectors ("Devices") as noted in section 163.04 of the Florida State statutes.
2. Such Devices may only be installed with advance written approval of the Hibernia Plantation Homeowner's Association Architectural Review Committee subject to these guidelines.
3. Any such Device must be installed on primary residential structure or land owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas. The Device must be owned by the homeowner; leased products from third parties are not allowed.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. within a fenced yard.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - d. have an anti-reflective texture or coating, and the preferred panel color is black. If a roof is being replaced concurrently with solar panels being installed, it is preferred that the roof and panels are black; and
  - e. efforts must be made to make the solar energy system an integral and harmonious part of the architectural design of the residence. Visibility of plumbing, wiring or auxiliary equipment should be minimized; and
  - f. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a black tone commonly available in the marketplace (silver frames are discouraged unless matching roof shingles). Panels should completely cover the racking system unless deemed not possible for structural reasons.
  - g. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory [[www.nrel.gov](http://www.nrel.gov)] or equivalent entity)
  - h. Reverse angle or tracking platforms or mechanisms that allow devices to tilt seasonally or any other time period such as time of day are not allowed.
  - i. prior to the installation of a roof-mounted system, the roof surface shall be verified to have a minimum roof life of 10 years remaining from the date of installation. Roof life is to be determined by proof of roof installation date, professional roofer certification or professional home inspector certification.
6. Devices located in a fenced yard are only allowed if hidden from view of neighboring homeowners or from common areas, or the public. To be considered:
  - a. no portion of the Device may extend above the top of the fence.
  - b. If the fence is not a fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening.
  - c. If neighboring home has view over the fence, screening must be provided to shield view of panels from neighboring home.

- d. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street, common area or neighboring property.
  - e. Ground-mounted systems can have tracking but only if mechanism is essentially silent.
  - f. The ability to maintain the area under the panels must be addressed by installation plan.
- 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed contractors must be used where required by law. Permits must be obtained where required by law.
- 8. Installed Devices may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
- 9. All Devices must be kept clean and maintained in good repair. Unused or inoperable Devices must be removed.
- 10. Upon replacement of a roof on which the solar panels are installed, the homeowner must reapply for the existing solar system or a new solar system.
- 11. The guidelines are effective upon adoption by the Board and supersede any guidelines for solar energy devices which may have previously been in effect.

Approved and adopted by the Hibernia Plantation HOA Board on the 16<sup>th</sup> of November 2021

**ARTIFICIAL VEGETATION** – No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARC.

**MAILBOXES** – Mailboxes shall be the approved Hibernia Plantation mailbox style only.



# HIBERNIA

# PLANTATION

PLAT BOOK 22 PAGE 77

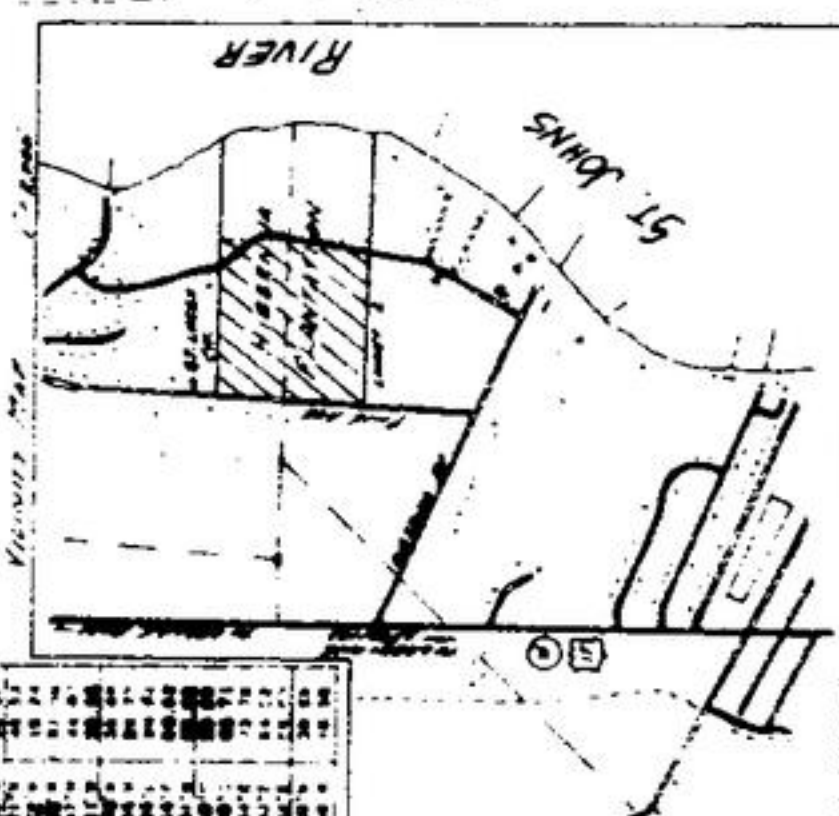
SEE SHEET ONE FOR GENERAL NOTES  
2400' ±  
S85°30'02"E 2493.12'

ALL RIGHTS RESERVED  
THIS MAP IS THE PROPERTY OF  
THE ENGINEER AND LAND SURVEYOR  
AND IS NOT TO BE REPRODUCED  
OR COPIED IN ANY MANNER  
WITHOUT THE WRITTEN CONSENT  
OF THE ENGINEER AND LAND SURVEYOR  
AND IS NOT TO BE USED FOR ANY  
OTHER PURPOSE THAN THAT FOR  
WHICH IT WAS PREPARED

| LINE | TABLE  |
|------|--------|
| 1    | 100.00 |
| 2    | 100.00 |
| 3    | 100.00 |
| 4    | 100.00 |
| 5    | 100.00 |
| 6    | 100.00 |
| 7    | 100.00 |
| 8    | 100.00 |
| 9    | 100.00 |
| 10   | 100.00 |
| 11   | 100.00 |
| 12   | 100.00 |
| 13   | 100.00 |
| 14   | 100.00 |
| 15   | 100.00 |
| 16   | 100.00 |
| 17   | 100.00 |
| 18   | 100.00 |
| 19   | 100.00 |
| 20   | 100.00 |
| 21   | 100.00 |
| 22   | 100.00 |
| 23   | 100.00 |
| 24   | 100.00 |
| 25   | 100.00 |
| 26   | 100.00 |
| 27   | 100.00 |
| 28   | 100.00 |
| 29   | 100.00 |
| 30   | 100.00 |
| 31   | 100.00 |
| 32   | 100.00 |
| 33   | 100.00 |
| 34   | 100.00 |
| 35   | 100.00 |
| 36   | 100.00 |
| 37   | 100.00 |
| 38   | 100.00 |
| 39   | 100.00 |
| 40   | 100.00 |
| 41   | 100.00 |
| 42   | 100.00 |
| 43   | 100.00 |
| 44   | 100.00 |
| 45   | 100.00 |
| 46   | 100.00 |
| 47   | 100.00 |
| 48   | 100.00 |
| 49   | 100.00 |
| 50   | 100.00 |
| 51   | 100.00 |
| 52   | 100.00 |
| 53   | 100.00 |
| 54   | 100.00 |
| 55   | 100.00 |
| 56   | 100.00 |
| 57   | 100.00 |
| 58   | 100.00 |
| 59   | 100.00 |
| 60   | 100.00 |
| 61   | 100.00 |
| 62   | 100.00 |
| 63   | 100.00 |
| 64   | 100.00 |
| 65   | 100.00 |
| 66   | 100.00 |
| 67   | 100.00 |
| 68   | 100.00 |
| 69   | 100.00 |
| 70   | 100.00 |
| 71   | 100.00 |
| 72   | 100.00 |
| 73   | 100.00 |
| 74   | 100.00 |
| 75   | 100.00 |
| 76   | 100.00 |
| 77   | 100.00 |
| 78   | 100.00 |
| 79   | 100.00 |
| 80   | 100.00 |
| 81   | 100.00 |
| 82   | 100.00 |
| 83   | 100.00 |
| 84   | 100.00 |
| 85   | 100.00 |
| 86   | 100.00 |
| 87   | 100.00 |
| 88   | 100.00 |
| 89   | 100.00 |
| 90   | 100.00 |
| 91   | 100.00 |
| 92   | 100.00 |
| 93   | 100.00 |
| 94   | 100.00 |
| 95   | 100.00 |
| 96   | 100.00 |
| 97   | 100.00 |
| 98   | 100.00 |
| 99   | 100.00 |
| 100  | 100.00 |
| 101  | 100.00 |
| 102  | 100.00 |
| 103  | 100.00 |
| 104  | 100.00 |
| 105  | 100.00 |
| 106  | 100.00 |
| 107  | 100.00 |
| 108  | 100.00 |
| 109  | 100.00 |
| 110  | 100.00 |
| 111  | 100.00 |
| 112  | 100.00 |
| 113  | 100.00 |
| 114  | 100.00 |
| 115  | 100.00 |
| 116  | 100.00 |
| 117  | 100.00 |
| 118  | 100.00 |
| 119  | 100.00 |
| 120  | 100.00 |
| 121  | 100.00 |
| 122  | 100.00 |
| 123  | 100.00 |
| 124  | 100.00 |
| 125  | 100.00 |
| 126  | 100.00 |
| 127  | 100.00 |
| 128  | 100.00 |
| 129  | 100.00 |
| 130  | 100.00 |
| 131  | 100.00 |
| 132  | 100.00 |
| 133  | 100.00 |
| 134  | 100.00 |
| 135  | 100.00 |
| 136  | 100.00 |
| 137  | 100.00 |
| 138  | 100.00 |
| 139  | 100.00 |
| 140  | 100.00 |
| 141  | 100.00 |
| 142  | 100.00 |
| 143  | 100.00 |
| 144  | 100.00 |
| 145  | 100.00 |
| 146  | 100.00 |
| 147  | 100.00 |
| 148  | 100.00 |
| 149  | 100.00 |
| 150  | 100.00 |

| CURVE | TABLE  |
|-------|--------|
| 1     | 100.00 |
| 2     | 100.00 |
| 3     | 100.00 |
| 4     | 100.00 |
| 5     | 100.00 |
| 6     | 100.00 |
| 7     | 100.00 |
| 8     | 100.00 |
| 9     | 100.00 |
| 10    | 100.00 |
| 11    | 100.00 |
| 12    | 100.00 |
| 13    | 100.00 |
| 14    | 100.00 |
| 15    | 100.00 |
| 16    | 100.00 |
| 17    | 100.00 |
| 18    | 100.00 |
| 19    | 100.00 |
| 20    | 100.00 |
| 21    | 100.00 |
| 22    | 100.00 |
| 23    | 100.00 |
| 24    | 100.00 |
| 25    | 100.00 |
| 26    | 100.00 |
| 27    | 100.00 |
| 28    | 100.00 |
| 29    | 100.00 |
| 30    | 100.00 |
| 31    | 100.00 |
| 32    | 100.00 |
| 33    | 100.00 |
| 34    | 100.00 |
| 35    | 100.00 |
| 36    | 100.00 |
| 37    | 100.00 |
| 38    | 100.00 |
| 39    | 100.00 |
| 40    | 100.00 |
| 41    | 100.00 |
| 42    | 100.00 |
| 43    | 100.00 |
| 44    | 100.00 |
| 45    | 100.00 |
| 46    | 100.00 |
| 47    | 100.00 |
| 48    | 100.00 |
| 49    | 100.00 |
| 50    | 100.00 |
| 51    | 100.00 |
| 52    | 100.00 |
| 53    | 100.00 |
| 54    | 100.00 |
| 55    | 100.00 |
| 56    | 100.00 |
| 57    | 100.00 |
| 58    | 100.00 |
| 59    | 100.00 |
| 60    | 100.00 |
| 61    | 100.00 |
| 62    | 100.00 |
| 63    | 100.00 |
| 64    | 100.00 |
| 65    | 100.00 |
| 66    | 100.00 |
| 67    | 100.00 |
| 68    | 100.00 |
| 69    | 100.00 |
| 70    | 100.00 |
| 71    | 100.00 |
| 72    | 100.00 |
| 73    | 100.00 |
| 74    | 100.00 |
| 75    | 100.00 |
| 76    | 100.00 |
| 77    | 100.00 |
| 78    | 100.00 |
| 79    | 100.00 |
| 80    | 100.00 |
| 81    | 100.00 |
| 82    | 100.00 |
| 83    | 100.00 |
| 84    | 100.00 |
| 85    | 100.00 |
| 86    | 100.00 |
| 87    | 100.00 |
| 88    | 100.00 |
| 89    | 100.00 |
| 90    | 100.00 |
| 91    | 100.00 |
| 92    | 100.00 |
| 93    | 100.00 |
| 94    | 100.00 |
| 95    | 100.00 |
| 96    | 100.00 |
| 97    | 100.00 |
| 98    | 100.00 |
| 99    | 100.00 |
| 100   | 100.00 |
| 101   | 100.00 |
| 102   | 100.00 |
| 103   | 100.00 |
| 104   | 100.00 |
| 105   | 100.00 |
| 106   | 100.00 |
| 107   | 100.00 |
| 108   | 100.00 |
| 109   | 100.00 |
| 110   | 100.00 |
| 111   | 100.00 |
| 112   | 100.00 |
| 113   | 100.00 |
| 114   | 100.00 |
| 115   | 100.00 |
| 116   | 100.00 |
| 117   | 100.00 |
| 118   | 100.00 |
| 119   | 100.00 |
| 120   | 100.00 |
| 121   | 100.00 |
| 122   | 100.00 |
| 123   | 100.00 |
| 124   | 100.00 |
| 125   | 100.00 |
| 126   | 100.00 |
| 127   | 100.00 |
| 128   | 100.00 |
| 129   | 100.00 |
| 130   | 100.00 |
| 131   | 100.00 |
| 132   | 100.00 |
| 133   | 100.00 |
| 134   | 100.00 |
| 135   | 100.00 |
| 136   | 100.00 |
| 137   | 100.00 |
| 138   | 100.00 |
| 139   | 100.00 |
| 140   | 100.00 |
| 141   | 100.00 |
| 142   | 100.00 |
| 143   | 100.00 |
| 144   | 100.00 |
| 145   | 100.00 |
| 146   | 100.00 |
| 147   | 100.00 |
| 148   | 100.00 |
| 149   | 100.00 |
| 150   | 100.00 |

PIUE  
AVENUE  
100.00'

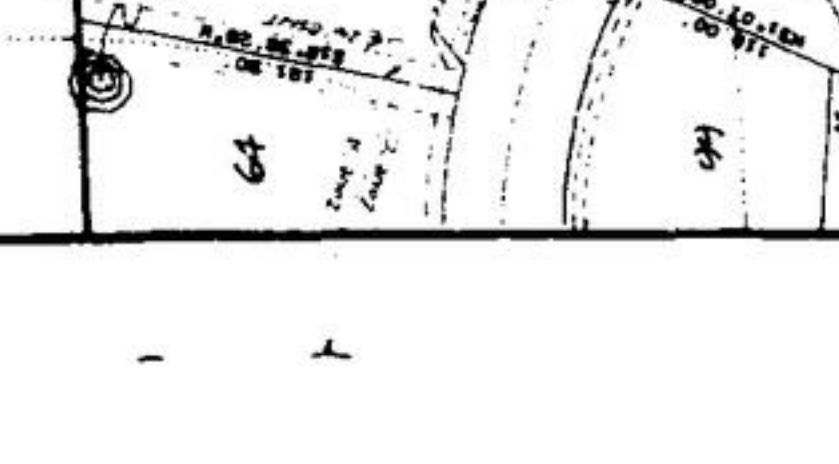
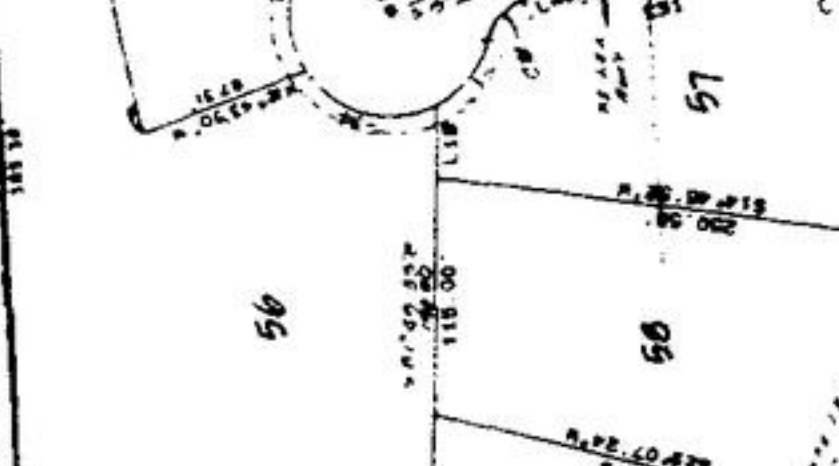
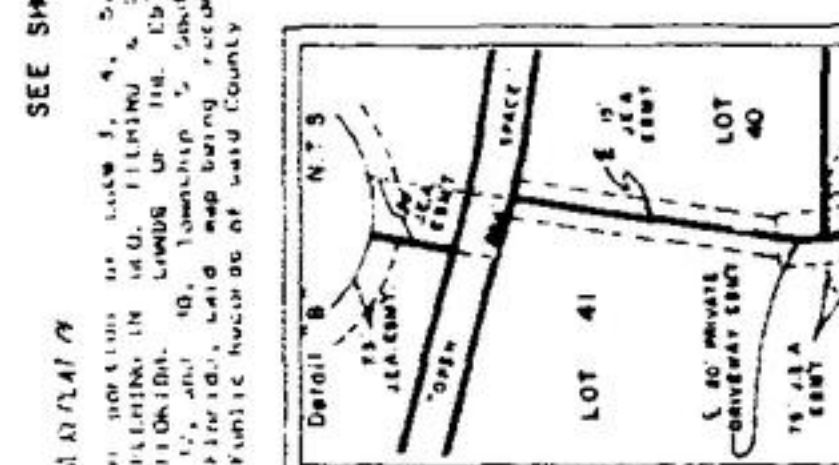
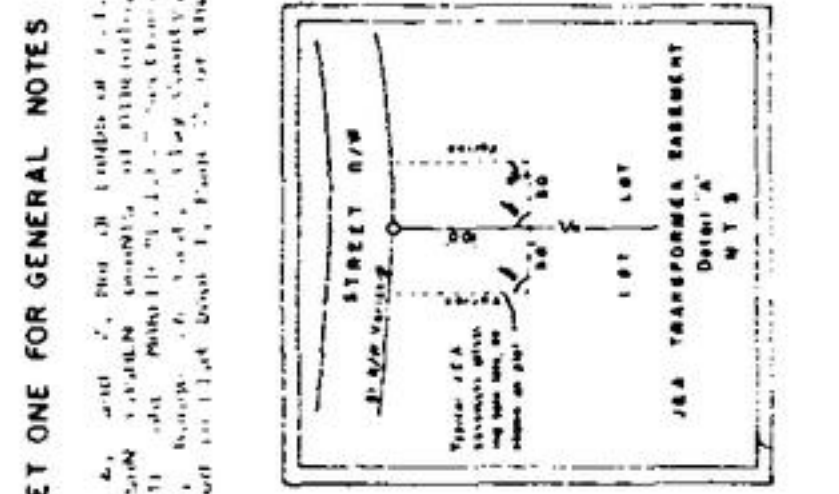
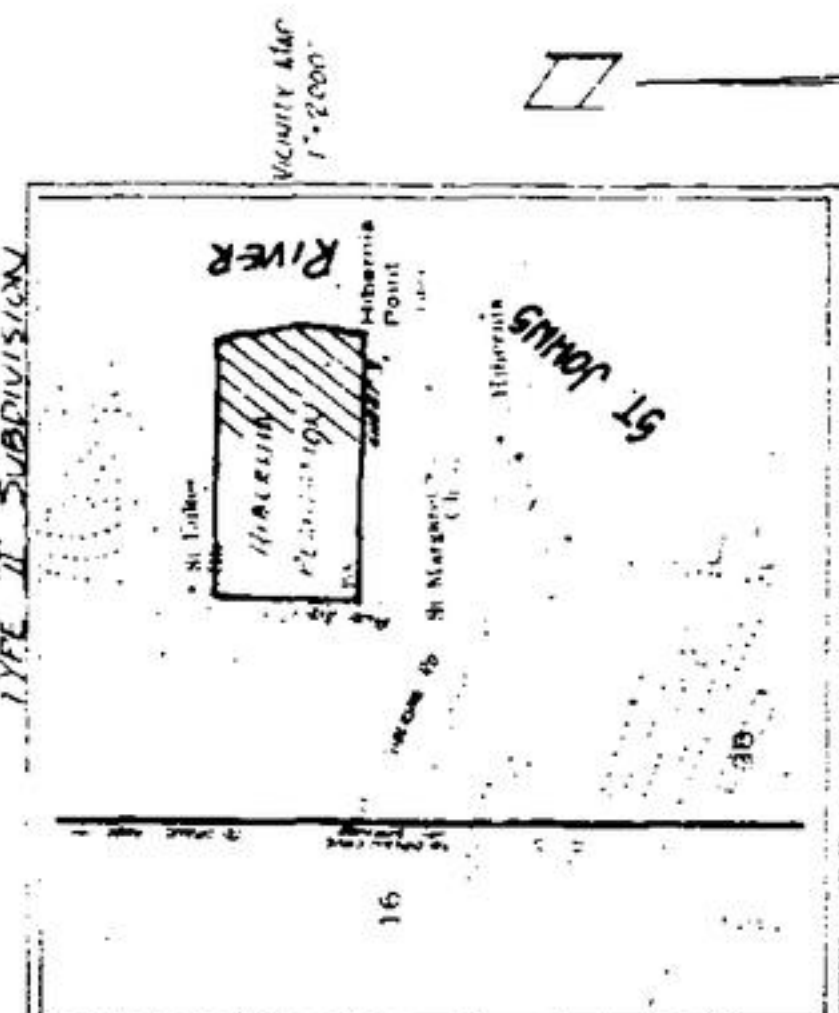


City of Associates, Inc.  
10000 Pine Road, Suite 100  
Pineville, North Carolina 28134  
Phone: 704/336-1111  
Fax: 704/336-1112

PLAT BOOK 22 PAGE 78

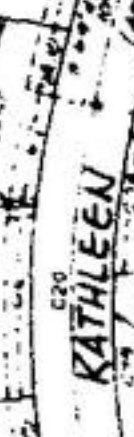
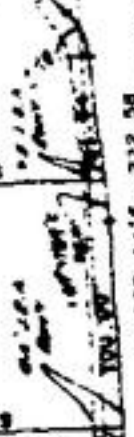
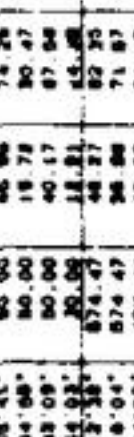
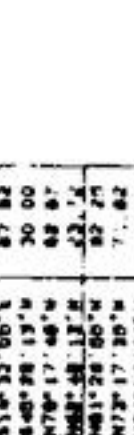
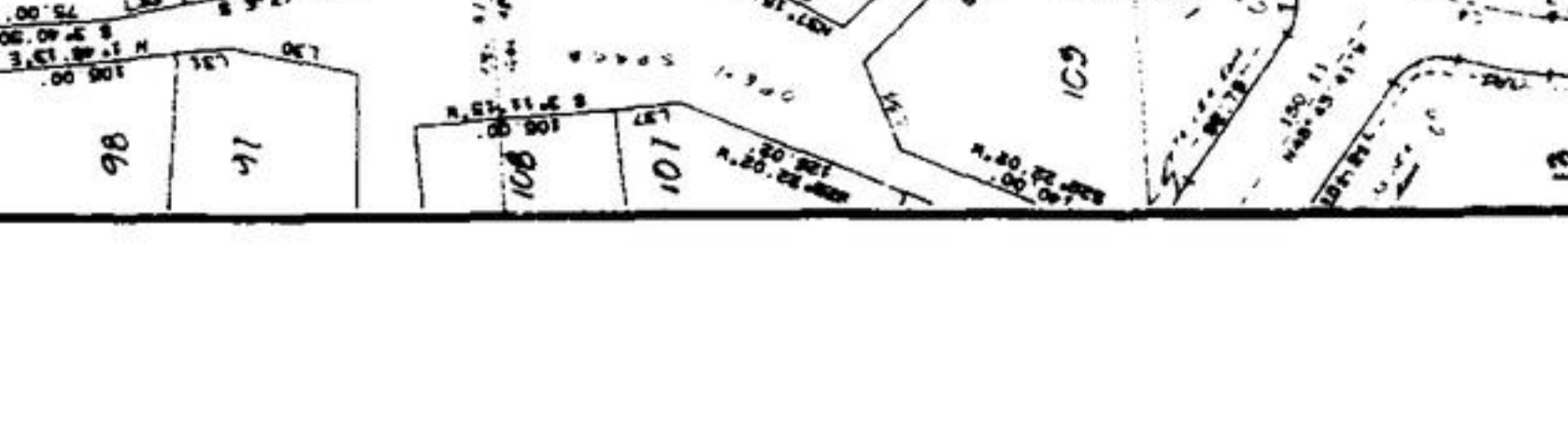
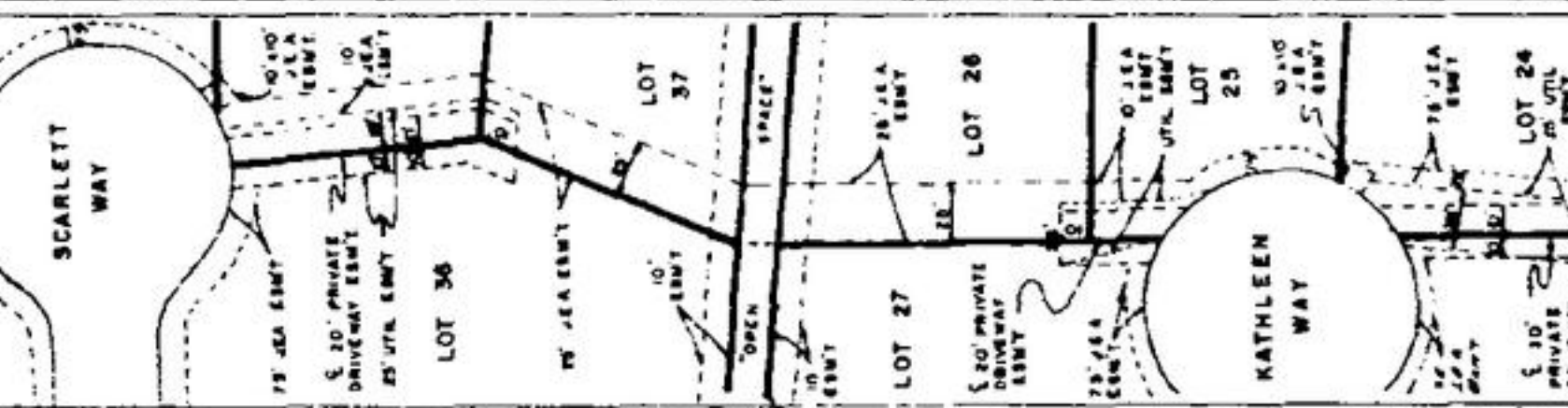
# HIBERNIA PLANTATION

SEE SHEET ONE FOR GENERAL NOTES



| LINE | TABLE  |
|------|--------|
| 1    | 100.00 |
| 2    | 100.00 |
| 3    | 100.00 |
| 4    | 100.00 |
| 5    | 100.00 |
| 6    | 100.00 |
| 7    | 100.00 |
| 8    | 100.00 |
| 9    | 100.00 |
| 10   | 100.00 |
| 11   | 100.00 |
| 12   | 100.00 |
| 13   | 100.00 |
| 14   | 100.00 |
| 15   | 100.00 |
| 16   | 100.00 |
| 17   | 100.00 |
| 18   | 100.00 |
| 19   | 100.00 |
| 20   | 100.00 |
| 21   | 100.00 |
| 22   | 100.00 |
| 23   | 100.00 |
| 24   | 100.00 |
| 25   | 100.00 |
| 26   | 100.00 |
| 27   | 100.00 |
| 28   | 100.00 |
| 29   | 100.00 |
| 30   | 100.00 |
| 31   | 100.00 |
| 32   | 100.00 |
| 33   | 100.00 |
| 34   | 100.00 |
| 35   | 100.00 |
| 36   | 100.00 |
| 37   | 100.00 |
| 38   | 100.00 |
| 39   | 100.00 |
| 40   | 100.00 |
| 41   | 100.00 |
| 42   | 100.00 |
| 43   | 100.00 |
| 44   | 100.00 |
| 45   | 100.00 |
| 46   | 100.00 |
| 47   | 100.00 |
| 48   | 100.00 |
| 49   | 100.00 |
| 50   | 100.00 |
| 51   | 100.00 |
| 52   | 100.00 |
| 53   | 100.00 |
| 54   | 100.00 |
| 55   | 100.00 |
| 56   | 100.00 |
| 57   | 100.00 |
| 58   | 100.00 |
| 59   | 100.00 |
| 60   | 100.00 |
| 61   | 100.00 |
| 62   | 100.00 |
| 63   | 100.00 |
| 64   | 100.00 |
| 65   | 100.00 |
| 66   | 100.00 |
| 67   | 100.00 |
| 68   | 100.00 |
| 69   | 100.00 |
| 70   | 100.00 |
| 71   | 100.00 |
| 72   | 100.00 |
| 73   | 100.00 |
| 74   | 100.00 |
| 75   | 100.00 |
| 76   | 100.00 |
| 77   | 100.00 |
| 78   | 100.00 |
| 79   | 100.00 |
| 80   | 100.00 |
| 81   | 100.00 |
| 82   | 100.00 |
| 83   | 100.00 |
| 84   | 100.00 |
| 85   | 100.00 |
| 86   | 100.00 |
| 87   | 100.00 |
| 88   | 100.00 |
| 89   | 100.00 |
| 90   | 100.00 |
| 91   | 100.00 |
| 92   | 100.00 |
| 93   | 100.00 |
| 94   | 100.00 |
| 95   | 100.00 |
| 96   | 100.00 |
| 97   | 100.00 |
| 98   | 100.00 |
| 99   | 100.00 |
| 100  | 100.00 |

| LINE | TABLE  |
|------|--------|
| 1    | 100.00 |
| 2    | 100.00 |
| 3    | 100.00 |
| 4    | 100.00 |
| 5    | 100.00 |
| 6    | 100.00 |
| 7    | 100.00 |
| 8    | 100.00 |
| 9    | 100.00 |
| 10   | 100.00 |
| 11   | 100.00 |
| 12   | 100.00 |
| 13   | 100.00 |
| 14   | 100.00 |
| 15   | 100.00 |
| 16   | 100.00 |
| 17   | 100.00 |
| 18   | 100.00 |
| 19   | 100.00 |
| 20   | 100.00 |
| 21   | 100.00 |
| 22   | 100.00 |
| 23   | 100.00 |
| 24   | 100.00 |
| 25   | 100.00 |
| 26   | 100.00 |
| 27   | 100.00 |
| 28   | 100.00 |
| 29   | 100.00 |
| 30   | 100.00 |
| 31   | 100.00 |
| 32   | 100.00 |
| 33   | 100.00 |
| 34   | 100.00 |
| 35   | 100.00 |
| 36   | 100.00 |
| 37   | 100.00 |
| 38   | 100.00 |
| 39   | 100.00 |
| 40   | 100.00 |
| 41   | 100.00 |
| 42   | 100.00 |
| 43   | 100.00 |
| 44   | 100.00 |
| 45   | 100.00 |
| 46   | 100.00 |
| 47   | 100.00 |
| 48   | 100.00 |
| 49   | 100.00 |
| 50   | 100.00 |
| 51   | 100.00 |
| 52   | 100.00 |
| 53   | 100.00 |
| 54   | 100.00 |
| 55   | 100.00 |
| 56   | 100.00 |
| 57   | 100.00 |
| 58   | 100.00 |
| 59   | 100.00 |
| 60   | 100.00 |
| 61   | 100.00 |
| 62   | 100.00 |
| 63   | 100.00 |
| 64   | 100.00 |
| 65   | 100.00 |
| 66   | 100.00 |
| 67   | 100.00 |
| 68   | 100.00 |
| 69   | 100.00 |
| 70   | 100.00 |
| 71   | 100.00 |
| 72   | 100.00 |
| 73   | 100.00 |
| 74   | 100.00 |
| 75   | 100.00 |
| 76   | 100.00 |
| 77   | 100.00 |
| 78   | 100.00 |
| 79   | 100.00 |
| 80   | 100.00 |
| 81   | 100.00 |
| 82   | 100.00 |
| 83   | 100.00 |
| 84   | 100.00 |
| 85   | 100.00 |
| 86   | 100.00 |
| 87   | 100.00 |
| 88   | 100.00 |
| 89   | 100.00 |
| 90   | 100.00 |
| 91   | 100.00 |
| 92   | 100.00 |
| 93   | 100.00 |
| 94   | 100.00 |
| 95   | 100.00 |
| 96   | 100.00 |
| 97   | 100.00 |
| 98   | 100.00 |
| 99   | 100.00 |
| 100  | 100.00 |



Clay & Associates, Inc.

SEE SHEET ONE FOR GENERAL NOTES

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

August 26, 2022

Suzanne C. Quinonez, Esq.  
Law Office of Suzanne C. Quinonez, P.A.  
Post Office Box 130  
Middleburg, Florida 32050-0130

**Re: Hibernia Plantation Homeowners Association, Inc., Approval;  
Determination Number: 22156**

Dear Ms. Quinonez:

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury", is written over a large, stylized, handwritten "J" that extends from the signature down towards the typed name below.

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/bp

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

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

Suzanne C, Quinonez, Esq.  
August 26, 2022  
Page 2 of 2

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.