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GREG GODWIN CLERK
CO:HAMILTON ST:FL

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
WARMING ACRES SUBDIVISION**

WHEREAS, Donald Warming, (herein "Developer"), is the owner of WARMING ACRES SUBDIVISION, a subdivision according to plat thereof recorded in Plat Book 3, Pages 41, of the public records of Hamilton County, Florida, and for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, hereby declare that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise:

A. "Developer" means Donald Warming and his heirs and assigns.

RECORD VERIFIED
BY V. Hill DC



B. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of any common areas.

C. "Owner" shall mean the record owner, other than Developer, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

D. "Subdivision" shall mean the subdivided real property hereinbefore described.

E. "Properties" shall mean the land contained in the above entitled Subdivision and any additional parcels of land which may, from time to time, be subject to the provisions of this Declaration by a Supplemental Declaration recorded in the public records of Hamilton County, Florida, or a substantially similar Declaration recorded in said public records.

F. "Dwelling" or "Residence" shall mean an individual single family home.

ARTICLE II

USE RESTRICTIONS

1. RESIDENTIAL USE: The subject lots shall be used solely for single family residential Dwellings. No more than one Dwelling shall be permitted on any lot. The property shall not be used for Commercial purposes.

2. WETLAND PROTECTION:

A. The owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the Suwannee River Water Management (hereinafter "SRWMD"). No activity of any type shall be conducted within any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for WARMING ACRES SUBDIVISION. Furthermore, the owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD, including but not limited to: (1) constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for WARMING ACRES SUBDIVISION; (2) Dumping or placing soil or other substances or material as land fill or dumping or placing of trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for WARMING ACRES SUBDIVISION; (3) Removing or destroying any trees, shrubs or other vegetation on or above an area described as a wetland (as defined in 373.019(22), Florida

Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for WARMING ACRES SUBDIVISION; (4) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for WARMING ACRES SUBDIVISION; (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for WARMING ACRES SUBDIVISION, and (6) Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for WARMING ACRES SUBDIVISION.

B. In addition to any available administration remedies, the SRWMD shall retain the right to institute a civil action in any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorney's fees and costs.

3. NUISANCES:

A. No noxious, offensive, or hazardous activities shall be maintained upon the Properties, nor shall anything be allowed

thereupon which may be or become an annoyance or nuisance. Anything to the contrary herein notwithstanding, normal ground or roof rain water run-off from one portion of the Properties to another shall not be a nuisance and easements are hereby reserved over and upon all portions of the Properties for such run-off.

B. No swine, poultry or goats are allowed on any lot. Horses or cattle are allowed so long as they do not constitute a nuisance because of odor or fly control to other lot owners. No more than a total of 1 horse or 1 cow per 2 acres shall be allowed. Other agricultural use such as crops and timber shall be allowed.

4. EFFECT ON DEVELOPER: Unless specific exceptions provide otherwise, the provisions of this Article III shall apply to the Developer, his transferees, employees, contractors and subcontractors in developing the Properties.

ARTICLE III

GENERAL PROVISIONS

5. DURATION: The Covenants and Restrictions of this Declaration shall run with the land comprising the above entitled Subdivision, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years each unless otherwise agreed to in writing by the then Owners of at

least two-thirds of the Lots, which agreement shall be recorded among the public records of Hamilton County, Florida.

6. NOTICE: Any notice required to be sent to any Owner shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot, or to the last known address, if not the Lot, of the person who appears on the Developer's records as Owner at the time of such mailing.

7. SEVERABILITY: Invalidation of any one of these Covenants or Restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

8. SUBORDINATION: No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

9. ENFORCEMENT: The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any

dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Hamilton County, Florida, or any such attorneys' fees and costs awarded to the District by any court or administrative body.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 16th day of November, 2007.

Signed, sealed and delivered
in the presence of:

Donna Cox
(First Witness)
Donna Cox
Printed Name

Donald Warming (SEAL)
Donald Warming

Barbara Wood
(Second Witness)
Barbara Wood
Printed Name

STATE OF FLORIDA
COUNTY OF Suwannee

The foregoing instrument was acknowledged before me this 16th day of November, 2007, by Donald Warming, who is personally known to me and who did not take an oath.

My Commission Expires:

Donna Cox
Notary Public



DONNA COX
Notary Public, State of Florida
My Comm. Expires Jan. 16, 2010
Comm. No. DD 507061
Bonded Thru Notary Public Underwriters