

**DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
NORTON CREEK SUBDIVISION,
IN MADISON COUNTY FLORIDA**

This Declaration of Restrictions and Protective Covenants (hereinafter referred to as the "Protective Covenants") for Norton Creek, a recorded subdivision located in Madison County, Florida, submitted in completion by Ivy Financial Corporation, a Corporation existing under the laws of Florida.

Ivy Financial Corporation is hereinafter referred to as SELLER, the owner of the real property subject to these Protective Covenants and more particularly described in Plat Book 2 Pages 31-33 inclusive, of the official records of Madison County, Florida.

**Norton Creek
RESTRICTIVE COVENANTS**

Section 1: These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until April 1, 2025. Thereafter, said Protective Covenants shall be automatically extended for successive periods of ten (10) years. The Seller shall have the right, at any time until Seller has sold all parcels in the subdivision, to amend these Protective Covenants, as it, in its sole discretion, deems appropriate. After the Seller has sold all parcels in the subdivision, these Protective Covenants may be amended at any time, if such amendment is approved by the owners representing the ownership of not less than 75% of the parcels covered by these Protective Covenants. Such approval shall be evidenced by the recording of an instrument placed on public record in Madison County, Florida executed by said owners. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 2: If the parties hereto, or any of them, or their successors or assigns, shall violate any of the Protective Covenants herein, it shall be lawful for the Seller or any other person or persons owning any real property situate in said development or subdivision to enforce these Protective Covenants. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants either to restrict violation or to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

Section 3: The property is restricted to one single family residence per lot, and no other structure shall be constructed, placed or permitted to remain thereon except for buildings incidental to the single family residence, which may include barns and storage buildings, all of which shall be permanent in nature.

No mobile homes, manufactured homes, or modular homes are allowed on the property.
Camping is not allowed on this property.

All dwellings must have a minimum of 1500 square feet of heated living space. All materials used in construction shall be of new material and all construction must be completed within a reasonable period of time. All improvements to the property shall be done in a neat and orderly manner. All construction must meet the requirements of the Madison County Building Department and other governing agencies. Prior to the construction of or set up of any dwelling the owner must receive written authorization of compliance from the seller or his agent. The Seller must respond within thirty (30) days of this written request, either accepting or rejecting the same, or approval by the Seller shall not be necessary. Such approval or lack of approval by the seller will not alter the restrictive covenants set forth herein.

Section 4: Trash, junk, garbage and abandoned automobiles shall not be allowed to be placed or to remain on any parcel. Each home site area is to be maintained in a neat and orderly appearance free of clutter and miscellaneous items scattered around.

Section 5: An owner with a permanent dwelling on his parcel will not be prohibited by these Protective Covenants from maintaining or parking a travel trailer, camper, or motor home on their land provided the travel trailer, camper and motor homes are not occupied while on the land, and they are not parked between the dwelling and the county road that the dwelling faces.

Section 6: No noxious or offensive activity shall be carried on upon the herein described parcels. No trade or business will be allowed if any of these activities may be or may become an annoyance or nuisance to the other owners in the subdivision.

Section 7: These Protective Covenants will not prohibit the land owner from fencing his land along his boundary lines and grazing cows, horses, goats, etc. providing, however, that said animals do not create a nuisance to the neighboring property owners, such as excessive noise, fowl odors or pollution, unsightly conditions of animals or pens. No intensive animal husbandry operations are allowed.

Section 8: No pigs, chicken barns, animal pens or any other structures permanent or temporary including a residential dwelling, recreational vehicle, sheds, etc, or vehicles or any other man made items (other than fences, mail box, for sale sign, or 30' wide drive way) shall be allowed within 100 feet (50 feet for parcels 25, 30, 31, 35, 45, 46, 54) of any county owned roadway, including West Farm, Baldwin, Breckenridge, Billy Bowleg, and Black Hawk roads.

Chain-link fences are not allowed between any dwelling and roadway. Furthermore chain-link fences may only be installed after construction of a dwelling is completed. Recreational vehicles cannot be parked between the dwelling and the roadway.

Animals, whether by action or number, shall under no circumstance disturb the peaceful enjoyment of nearby landowners or create a nuisance to the neighbors in the development, in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard. Dogs that are habitual barkers, a nuisance to neighbors, or generally not confined to the property of their owner will not be allowed.

Section 9: No hunting or discharge of firearms shall be permitted upon any parcel within the subdivision.

Section 10: In accordance with the requirements of Suwannee River Water Management District and Section 704.06 of the Florida Statutes, The area of lots 30 through 35 within the 85 foot Flood zone demarcation line is restricted and prohibits or limits any or all of the following:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
- (b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removal or destruction of trees, shrubs, or other vegetation.
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
- (e) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 11: No parcel within this subdivision can be used, divided, altered, dedicated, deeded or re-plated to form a roadway for public purposes, or a roadway for use by multiple parties, without signed and recorded permission by the president of Ivy Financial Corporation, or in the event it is no longer in existence, by Thomas J. Beggs IV or his heirs and assigns.

Section 12: No owners of Lots 30 through 35 may block Norton Creek and thereby make the creek impassible, or more difficult to navigate for other owners of lots 30 through 35. Parcels 30 through 35 have common rights to navigate a non motorized boat along the creek when it has enough water to be navigable.

Section 13: Other items not mentioned herein such as setback zones, access restrictions and easements appear on the plat. Where these restrictions are different from those on the plat, the most restrictive interpretation of the two shall be used. Each parcel is restricted to no more than one single family dwelling unit. Current Government Regulations may also restrict the number of dwellings per parcel.

Section 14: In the event of a violation or breach of any item within this Declaration of Restrictions for Norton Creek by a person or concerned party claiming by, through or under the Seller, or by virtue of any judicial proceedings, the Seller and the owner of any parcel located on the herein above described real property, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

Section 15: Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Madison County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of parcels in Norton Creek.

Signed and Sealed in our presence on this day

Jackie Sanderson
Lynette C. Simon

State of Florida
County of Madison

Thomas J. Beggs IV
20050017567
Filed for Record in
MADISON
Thomas J. Beggs IV, President
Ivy Financial Corporation
03-18-2005 At 09:02 am.
RESTRICTION 18.50
OR Volume 750 Page 257 - 258

The foregoing DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS were acknowledged before me this 18th day of March, 2005 by Thomas J. Beggs IV who is personally known to me and is known to be the President of Ivy Financial Corporation.

Jackie M. Sanderson
Notary Sign and Seal

