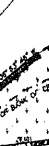
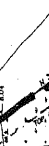
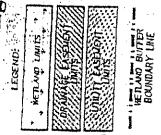
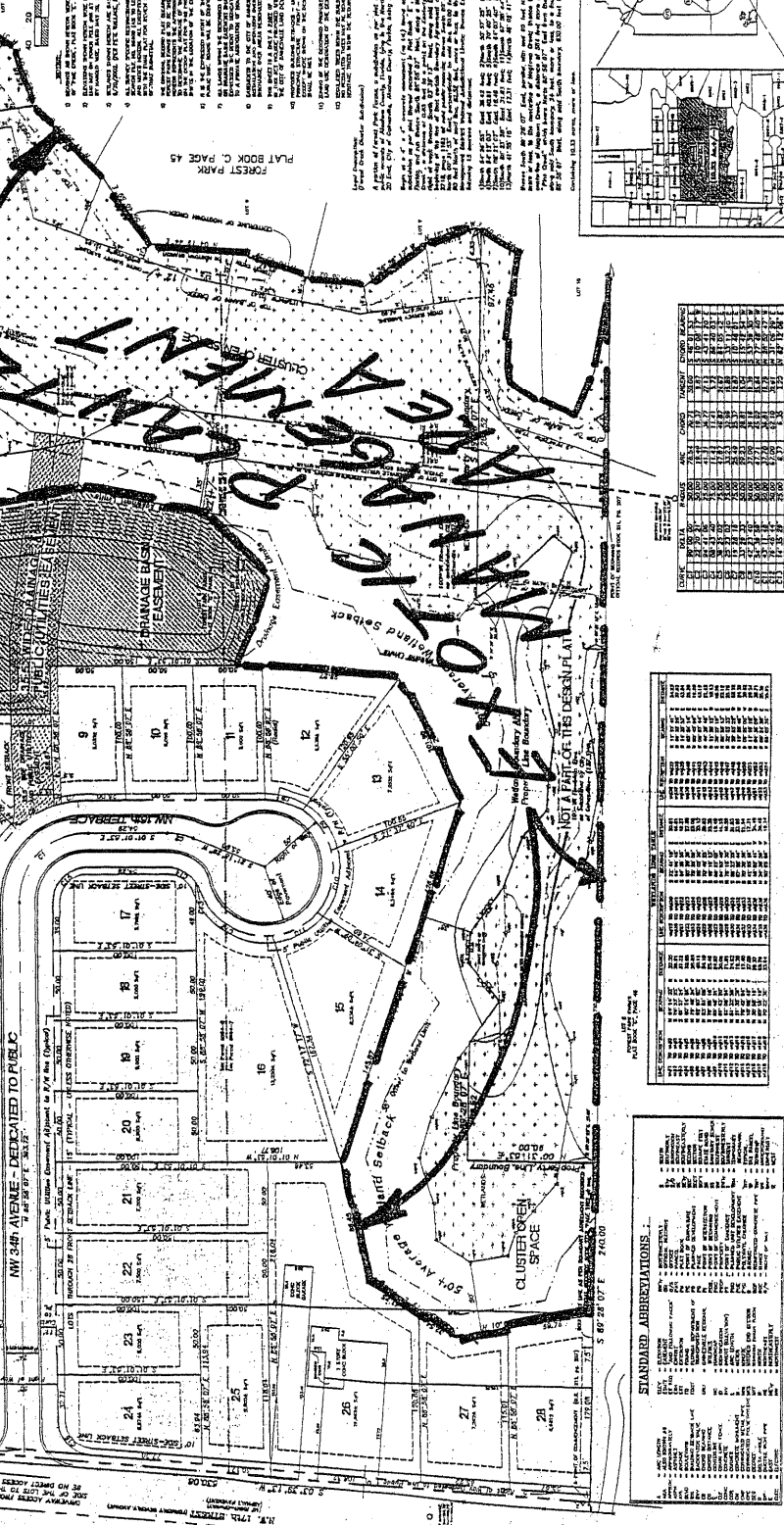


**Not for
Final
Recording**

Design Plan
Forest Creek
Cluster Subdivision



PLAT BOOK C, PAGE 45
FOREST PARK 45



STANDARD ABBREVIATIONS:

- 1. LOT AREA
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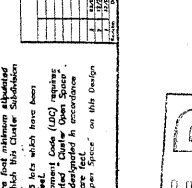
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FLOOD CERTIFICATION:

PROPERTY IS IN FLOOD CERTIFICATION ZONE 1 AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE YEAR 1981. THE FLOOD INSURANCE RATE MAP (FIRM) IS AVAILABLE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AT 400 ANDREWS AVENUE, WASHINGTON, D.C. 20548. THE FLOOD INSURANCE RATE MAP (FIRM) IS AVAILABLE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AT 400 ANDREWS AVENUE, WASHINGTON, D.C. 20548. THE FLOOD INSURANCE RATE MAP (FIRM) IS AVAILABLE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AT 400 ANDREWS AVENUE, WASHINGTON, D.C. 20548.

LOCATION MAP:

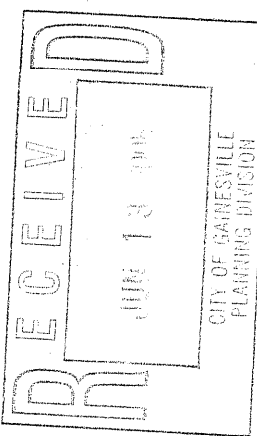


NOT VALID WITHOUT THE BOUNDARY AND ORIGINAL SURVEY AND MAPS OF A FLORIDA LICENSED SURVEYOR AND ENGINEER.

PREPARED BY: RICHARD S. SCHACKOW, P.E., S.F.S., S.E.
REGISTERED PROFESSIONAL ENGINEER
1731 NW 63rd St., Gainesville, FL 32605
(352) 331-0590

DESIGN PLAT OF:

**FOREST CREEK
CLUSTER SUBDIVISION**
Owner: Richard Schackow - 1731 NW 63rd St.
Gainesville, FL 32605 - (352) 331-0590



031309b



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FOREST CREEK CLUSTER SUBDIVISION**

THIS DECLARATION, made on the _____ day of _____, 2005, by Schackow Realty & Development, LLC, a Florida limited liability company, hereinafter referred to as "**DEVELOPER**" and **FOREST CREEK HOMEOWNERS ASSOCIATION OF GAINESVILLE, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "**ASSOCIATION**".

W I T N E S S E T H:

WHEREAS, the **DEVELOPER** is the owner of certain real property situated in Alachua County, Florida, and described more particularly as follows:

See Exhibit "A" attached hereto and incorporated herein by reference, which real property includes the property encompassed by St. Johns River Water Management District Permit No. 42-001-96089-1.

WHEREAS, **DEVELOPER** is desirous of imposing certain covenants, conditions, restrictions and easements upon the above-described real property.

NOW, THEREFORE, DEVELOPER hereby declares that the above-described real property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and desirability of and which run with the real property referred to above, being binding on all parties having any right, title or interest in the above-described real property or any part thereof, their heirs, successors and assigns, and therefore the **DEVELOPER** declares as follows:

ARTICLE I: DEFINITIONS

Section 1. "**ASSOCIATION**" shall mean and refer to **FOREST CREEK HOMEOWNERS ASSOCIATION OF GAINESVILLE, INC.**, a Florida corporation not-for-profit.

Section 2. "Properties" shall mean and refer to portions of the real property described in Exhibit "A" which shall be known as **Forest Creek** and shall include any real property comprising the common area, including the entranceway and road right-of ways for paved or unpaved roadways,

which are intended to be conveyed to the **ASSOCIATION** referred to above by recordation of a plat or by compliance with the Rural Subdivision Ordinance of Alachua County, Florida, or which are created by recordation by a quit claim deed from the **DEVELOPER** to the **ASSOCIATION**, together with any other real property which is subsequently annexed or added to the subdivision by subsequent amendment of this Declaration.

Section 3. "**Owners**" shall mean and refer to the record title Owners of fee simple legal title to any designated lot within the platted or unplatted portions of the subdivision.

Section 4. The use of the name "**Board**" shall mean the Board of Directors of **FOREST CREEK HOMEOWNERS ASSOCIATION OF GAINESVILLE, INC.**

Section 5. "**Lot**", as used herein, shall refer to Lots 1 through 28 of the subdivision known as **Forest Creek**.

Section 6. "**Surface Water or Stormwater Management System**" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II: DUTIES OF ASSOCIATION

Section 1 The real property which is and shall be held, conveyed, transferred and sold subject to the covenants, conditions, restrictions, and easements set forth herein is located in Alachua County, Florida and is described more particularly on Exhibit "A" attached hereto and incorporated herein by reference. The Association shall assume the responsibility for enforcement of the Covenants, Restrictions and Easements set forth in this Declaration. By a vote of three-quarters (75%) of the members of the Association at any time, the real property which is subject to the covenants, conditions and restrictions herein may be increased or decreased. This issue may be raised at any special meeting of the Association to which notice is furnished to all members of the Association.

Section 2 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or, if modified, as approved by the St. Johns River Water Management District.



Section 3

The Association shall be responsible for the maintenance, control and repair of all Natural Areas comprising a portion of the common area. Natural Areas are areas that are set aside for use by Owners, their licensees, invitees and guests which are intended to remain in the natural condition of said areas as existing at the time of platting of the subdivision. The activities that are to be prohibited in the Natural Areas are as set forth in Article IX. Section 17.

ARTICLE III: OWNER'S PROPERTY RIGHTS AND OBLIGATIONS

Every Owner shall have the right and enjoyment in and to such facilities as are located in the platted subdivision known as **Forest Creek**, including a perpetual non-exclusive easement for ingress, egress and utilities which shall be for the benefit of each Owner and the lawful occupants of any Owner's Lot, together with their licensees and invitees, which use shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the rights, duties and obligations of the **ASSOCIATION**, pursuant to this Declaration, its Articles of Incorporation, By-Laws, and Rules and Regulations to govern and control the use of roadways, entranceways and common areas and any rights or obligations furnished to the **ASSOCIATION** in connection with an ingress, egress, drainage or utilities easement granted to the **ASSOCIATION**, as well as the right of the **ASSOCIATION** to govern the personal conduct of the members and their guests and to establish penalties for the violation thereof.
- (b) the right of the **ASSOCIATION** to suspend the voting rights and impose a lien upon a Lot located within the subdivision for failure to pay any assessment levied against a Lot Owner or for violation of the Covenants, Conditions and Restrictions of **Forest Creek** or of the Articles, By-Laws or Rules and Regulations of the **ASSOCIATION**.
- (c) the right of the **ASSOCIATION** or any Lot Owner to the use of any ingress, egress, drainage or utility easement, created by recordation of the Plat of the Subdivision or created by any easement deed, subject to the limitation that no usage thereof may result in the impairment or blockage of any component or individual element of the surface water management system, if any, including but not limited to all swales, retention or detention areas, drainage ditches or outfall ditches required by the County of Alachua, State of Florida, or the agency known as St. Johns Water Management District.
- (d) all provisions of this Declaration and of the Articles of Incorporation of **FOREST CREEK HOMEOWNERS ASSOCIATION OF**



GAINESVILLE, INC. and the By-Laws and rules and regulations of said **ASSOCIATION**.

- (e) every Owner by acceptance of title to any Lot in the subdivision does hereby grant, convey and transfer to the **ASSOCIATION** in perpetuity, a blanket easement for purposes of access for maintenance and repair purposes to any drainage easement or common ingress and egress easement which may be located on any Lot in the subdivision.
- (f) The Developer shall cause to be constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.



ARTICLE IV: FOREST CREEK HOMEOWNERS ASSOCIATION, INC.

Section 1. **DEVELOPER** has caused to be incorporated pursuant to Florida Statutes a corporation not for profit known as **FOREST CREEK HOMEOWNERS ASSOCIATION OF GAINESVILLE, INC.**, in accordance with the Articles of Incorporation which are attached hereto and incorporated herein as Exhibit "B".

Section 2. The **ASSOCIATION** shall have the right from time to time to adopt By-Laws and Rules and Regulations in accordance with its Articles of Incorporation and when so adopted shall be deemed incorporated herein by reference and form a part of this Declaration as if originally contained herein. The initial By-Laws as adopted by the **ASSOCIATION** are attached hereto and incorporated herein by reference as Exhibit "C".

Section 3. By execution of this Declaration and of the Plat of Forest Creek Cluster, **DEVELOPER** hereby grants a perpetual, non-exclusive easement over and across all common area as shown in said Plat in order to grant the **ASSOCIATION**, its agents and/or licensees the right of ingress and egress for purposes of maintenance, repair and construction of all improvements located thereon. The **ASSOCIATION** by acceptance of ownership of any common area in the subdivision, whether created by execution of a Plat or by execution of a deed of conveyance from the

DEVELOPER acknowledges and agrees that it shall be responsible in perpetuity for all required maintenance and repair of the common areas and, in addition, responsible for maintenance and repair required of all ingress and egress easements and drainage easements in favor of the **ASSOCIATION**.

Section 4. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 5. The Developer shall cause to be set aside a permanent vegetated natural buffer ("Buffer") which shall be 15' wide over a portion of the property shown on the plat of Forest Creek. This Buffer shall extend behind Lots 12, 13, 14, 15, 26, 27 and 28. The Buffer is part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained by the Association at all times with a dense vegetative cover. The permit furnished to the Association by the St. Johns River Water Management District prohibits filling and replacement of impervious surface (other than fence posts) and these actions are prohibited within the Buffer. No alterations of the Buffer shall be undertaken by the Association without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or human induced phenomena shall be repaired with due diligence by the Association and the Buffer shall be returned to its former condition as soon as possible.

ARTICLE V: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every record title owner of a Lot shall be subject to the assessments described hereafter and shall by ownership of said Lot become a member of the **ASSOCIATION** known as **FOREST CREEK HOMEOWNERS ASSOCIATION OF GAINESVILLE, INC.** Membership shall be appurtenant to and may not be separated from ownership. Because of the substantial investment of capital made by the **DEVELOPER** to acquire and construct the common area of the subdivision, the **DEVELOPER** retains control of the **ASSOCIATION** until completion of sale of 75% of the Lots owned by the **DEVELOPER** or until expiration of December 31st, 2009, whichever shall first occur. The **DEVELOPER** specifically warrants that in the event of any shortfall of funds to defer the expenses itemized in Article VI, it shall be the obligation of the **DEVELOPER** to render timely payment of any shortfall.

Section 2. Voting rights in the **ASSOCIATION** shall be determined by one vote per Lot. If a Lot is owned by more than one individual, they shall designate fractional votes between themselves,



or designate a representative to cast the vote represented by each Lot, and their election shall be furnished in writing to the Secretary of the **ASSOCIATION** at or prior to any meeting which a vote of the membership of the **ASSOCIATION** is to be taken and such designation shall remain as stated until amended or modified in writing by the present Owners or subsequent Owners of said Lot.

Section 3. Votes shall be cast at any **ASSOCIATION** meeting in person or by proxy. Proxy votes must be cast by use of the written form designated from time to time by the officers of the **ASSOCIATION** with proxy votes to be registered with the Secretary of the **ASSOCIATION** at or prior to any regular or special meeting of the **ASSOCIATION**.

ARTICLE VI: COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien Rights and Personal Obligation for Assessments. The **DEVELOPER**, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the **ASSOCIATION**: (1) annual maintenance and repair assessments; and (2) special assessments for a limited or special purpose other than the purposes stated above. Annual maintenance and repair assessments, together with any mandatory or special assessments, if any, shall be due with interest thereon at the highest rate allowed by law if not paid within thirty (30) days from any due date, together with court costs and reasonable attorney's fees, if any, shall be a charge on the land and shall be a continuing lien upon any Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In the event of subsequent passage of title of said property without payment of an outstanding obligation for delinquent assessments, such liability shall pass to the successors in title and shall be a joint and several liabilities for the Owner and successors in title. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of a Lot or non-use of the entranceway and ingress, egress, and utilities easement.

Section 2. Association Annual Maintenance and Repair Assessments. The annual maintenance and repair assessment will be determined by the Directors of the **ASSOCIATION** and each Lot Owner shall be liable for his share of said expenses. The total assessments may include a reasonable allowance for contingencies and reserves in addition to the actual expenses for maintenance and repairs. The initial annual assessment during the first fiscal year of existence of the **ASSOCIATION** shall be \$200.00 and shall be established in subsequent years by majority vote of the Board of Directors. Unless modified by vote of the Board of Directors, the annual assessments shall be payable in lump sum on or before May of each fiscal year.

Section 3. Special Assessments for Maintenance of Surface Water or Stormwater System(s) Special assessments may be adopted by the Board of Directors of the **ASSOCIATION** at any general or special meeting of the Board, which assessments shall be used for maintenance and repair of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures and drainage easements.

