

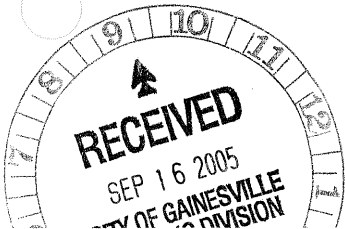
Section 4. Procedures for Assessments. The Board of Directors, in accordance with the Articles of Incorporation and By-Laws of the ASSOCIATION, shall fix the date for commencement of any annual or special assessment and shall furnish written notice thereof at least thirty (30) days in advance of such due date and shall, at that time, prepare a ledger for each of the Lots within the subdivision illustrating the assessments applicable thereto, which ledger shall be open to inspection by any Owner during regular business hours. Unless amended as provided in Article X, all annual or special assessments shall call for an equal payment by each Lot regardless of the acreage contained therein.

Section 5. Effect of Nonpayment of Assessments: Remedies of ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall require payment of a late fee equal to \$20.00 for each thirty (30) day period which accrues beyond the due date. Assessments not paid within thirty (30) days from a due date shall be determined to be delinquent and said indebtedness together with late charges and costs of collection, including attorney's fees incurred by the ASSOCIATION, shall immediately become a continuing lien on the Property which shall bind said Property in the hands of the then-Owner, his heirs, devisees, personal representatives, successors and assigns. The ASSOCIATION, at its option, may bring an action to foreclose the lien against the Property in a like manner as a foreclosure of the mortgage on real property, and the delinquent Owner shall be liable for the costs of preparing and filing a lien, a satisfaction of lien, a complaint in a civil action for foreclosure and such other reasonable attorney's fees as are required, together with such other costs as are reasonably incurred by the ASSOCIATION.

Section 6. Subordination of the Lien. Any lien for assessment as provided for herein shall be subordinate to a lien for any bona fide mortgage or mortgages now or hereafter placed upon the Lot subject to the assessment; except that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure. No sale or transfer shall alleviate any real property from the liability for an outstanding assessment nor from the lien of any assessment levied after such sale or transfer.

ARTICLE VII: ARCHITECTURAL CONTROL

For the purpose of insuring the development of the lands and the subdivision as a residential area of high standards, no building improvement, entrance, driveway or other improvement shall be allowed to be erected, placed or altered until a construction plan and specifications shall have been approved in writing by an architectural committee, or its successors, as to the quality of workmanship and materials to be used, harmony of the exterior design with existing structures and as to the location with respect to other Lots. To furnish assistance for applicants, the architectural committee shall from time to time adopt committee guidelines which shall be made available upon request to any applicant. Said guidelines provide a minimum requirement as to the issues discussed therein. The architectural control committee, hereafter ACC, shall initially have three (3) members, who shall be **Richard L. Schackow, Rebecca Bates and Alan Bates**, and said members shall continue to be designated by **DEVELOPER**, until such time as the **DEVELOPER** no longer retains title to any



Lots in the subdivision, or voluntarily relinquishes control, whichever shall first occur. To defray administrative expenses, each site plan or request to the Architectural Control Committee shall be accompanied by a processing fee of \$100.00, which shall be nonrefundable. The Architectural Control Committee shall have forty-five (45) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications to receive approval and this covenant shall be deemed to have been fully complied with. Modified site plans or amendments per request from the Committee shall not necessitate an additional administrative charge. The Architectural Control Committee shall meet monthly rather than on demand. In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the **ASSOCIATION** shall have the right of redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the **ASSOCIATION** to correct the violation, and the Lot Owner shall be responsible for all Court costs and attorney's fees incurred in such action. In the event a violation occurs which in the opinion of the Committee is of a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to in writing unanimously by not only the members of the Architectural Control Committee but by a majority of the Board of Directors of the **ASSOCIATION**.

ARTICLE VIII: GENERAL BUILDING RESTRICTIONS

Section 1. Permitted Structures. No building or structure of any kind is permitted within the subdivision other than a single-family dwelling. It is not contemplated that separate guesthouses or mother-in-law suites would be permissible and residential facilities within garages shall not be permitted within the subdivision. Any outbuildings which are not structurally connected to the main single-family dwelling must be coordinated aesthetically with the main residence and must be approved specifically by the Architectural Control Committee referred to in Article VII. Swimming pools and other recreational facilities for the exclusive use of the occupants and their guests may be constructed in conjunction with the dwelling, and must also be approved in advance by the Architectural Control Committee. Except when used temporarily by a contractor for initial construction purposes, or except when utilized by the developer for purposes of a sales office or for construction supervision, no mobile home, motor home or other movable residential vehicle shall be permitted on any lot nor used for residential purposes, either temporarily or permanently. In no event shall outbuildings or detached structures be comprised of metal or metallic like materials.

Section 2. Square Footage. The single family residence to be constructed on any Lot in the subdivision shall contain not less than 1,400 square feet of living area, exclusive of porches or garages which are not climate controlled. The square footage of a climate controlled outbuilding may not be included for purposes of complying with this square footage requirement and may not be utilized for residential purposes. All dwellings shall have at least two inside baths. All dwellings shall have at least a two-car garage attached to the dwelling. Garages may not be used for residential purposes. The garage door shall be at least 16 feet in width or two 8-foot, 9-foot or 10-foot single doors. All garages shall be equipped with closable garage doors which may not be removed at any time without



prior written approval of the Architectural Control Committee or the Board of Directors of the Homeowner Association. In no event shall outbuildings or detached structures be comprised of more than 120 square feet.

Section 3. Construction Time. Any construction commenced on any Lot shall be completed within twelve (12) months from the date of first delivery of any construction materials to the site. The removal of substantial vegetation from a lot in preparation for construction shall be deemed to be commencement of the twelve (12) month time period for construction of a single-family residence as contemplated by this subparagraph.

Section 4. Setbacks. No building shall be located on any Lot in violation of the setback and easement lines indicated on the recorded plat of the subdivision.

Section 5. All construction of any permanent improvements located within a subdivision shall be in compliance with Federal, state and local governmental laws, regulations or requirements.

Section 6. Front Entries. Front entries are key elements of a home design. Special emphasis should be made when selecting entry doors, sidelights, and transoms.

Section 7. Roofs. All dwellings shall have a minimum 7" X 12" roof pitch and minimum 6" fascia, and should be harmonious within the subdivision. The Architectural Control Committee shall consider all roof elements including, dormers, skylights and solar devices.

Section 8. Exterior Walls. Use material and finishes that compliment the home design and are harmonious with the neighborhood and shall be approved in advanced by the ACC. All exterior wood must be painted. All exterior walls must be brick, wood, stucco, stone or hardi-plank. NO homes entirely faced with hardi-plank will be approved. No plywood will be approved as an exterior finish material. All stone and brick will return a minimum of 24" or to an acceptable point on sides of homes.

Section 9. Windows and Doors. Finish and trim should coordinate with the overall architectural scheme. All garage doors will be painted an approved color, and will enter from the front or side.

Section 10. Accessory Buildings. Design should follow the same standards and criteria as used in the main design building.

Section 11. Lighting. Floodlights shall be shielded so they do not shine directly unto a neighboring home.

Section 12. Chimneys. All chimney designs will be approved by the Architectural Control Committee.



Section 13. Service Areas. The concealment of trash storage areas, utility meters, transformers, pool equipment, and air conditioning equipment by the use of landscape design is encouraged, where feasible.

Section 14. List of Architectural Control Committee requirements for plan submission.

- (a) Site plan showing location of all significant trees and building improvements.
- (b) Landscape plan, including driveway and sidewalks. The plant list should include size and number of plants and show significant existing trees and tree groups.
- (c) Detailed floor plan indicating gross heated area shown in square feet.
- (d) Building elevation shown in ¼" scale.
- (e) Building sections and wall sections.
- (f) Exterior materials including manufacturer's name and product identification. Samples of window colors, paint, brick, stone, stucco, concrete, etc., will be required. Exterior colors must be approved prior to painting or installation. The Architectural Control Committee reserves the right to establish a color range.
- (g) Any violation of the Architectural Control Committee specifications will result in a monetary penalty to the builder in an amount of not less than \$250.00 to cover inspection and administration costs of the Architectural Control Committee and other governing bodies.
- (h) All homes will use architectural shingles. Other roofing materials subject to approval.



ARTICLE IX: LAND USE AND RESTRICTIONS

Section 1. Exclusion for Business Purposes. No trade, business, service, professional care, instructional or manufacturing business shall at any time be conducted on any of the Lots which would be in violation of appropriate zoning ordinances for residential located in the County of Alachua, nor shall any building be erected thereon to be used for such purpose.

Section 2. Nuisances. No activity shall be conducted on any Lot which may be or become an annoyance or nuisance to the remaining occupants of the subdivision.

Section 3. Signs. No advertising signs shall be displayed, with the exception of "For Sale" or "For Rent" signs not exceeding six square feet; provided, however, that the developer or assigns shall

have the right to erect and maintain signs advertising the subdivision properties of such size as it deems necessary.

Section 4. Maintenance. All Lots in the subdivision shall be kept in a good and reasonable state of repair and appearance, as comparable to similar subdivisions in the Gainesville area and no waste or damage to the premises shall be allowed to continue un-removed or un-repaired. In the event trees or other vegetation creates a hazard to adjoining neighbor or neighbors, it shall be the responsibility of the owner of the lot on which said tree or vegetation originates to prevent damage or casualty to the adjoining lots or lot owners.

Section 5. Animals. The only animals or pets allowed to be kept in the subdivision shall be those classified as ordinary household pets, and in no event shall any owner maintain more than two dogs or cats at any residence. Any owner electing to exercise pets on the private streets or sidewalks within the subdivision shall maintain said pets on leashes at all times and shall be responsible for cleanup of any droppings in the event the pet weights in excess of twenty pounds.

Section 6. Antenna, Satellites and General Appearance. Outside television or radio antenna shall be maintained only in areas which minimize exposure to walkways or roads and shall otherwise be placed in an area that will not detract from the overall appearance of the subdivision. Satellite dishes shall in no event be larger than 18" in diameter.

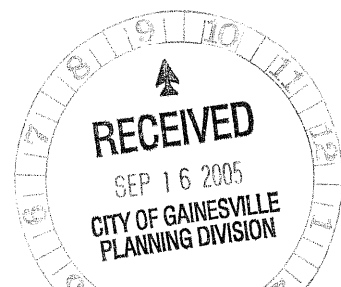
Section 7. Vehicles. Motorized vehicles being utilized by Lot Owners or their guests on the roadways within the subdivision may be operated only in a manner so as not to create a nuisance to other occupants of the subdivision. No repairs to vehicles may be performed except in an enclosed garage or workshop.

Section 8. Further Subdivision. No Lot shall be further subdivided by any individual property owner, although nothing herein is intended to prevent a homeowner from acquiring multiple lots and constructing a single-family residence which lies on more than one lot.

Section 9. Driveways and Driveway Entrances. Driveways located within the boundary of any Lot shall be constructed of material approved in advanced by the Architectural Control Committee.

Section 10. No commercial vehicles, other than those present on business may be parked outside in the subdivision. This provision does not prohibit pickup trucks and other similar four wheel vehicles, provided that same are not larger than three-quarters (3/4) ton.

Section 11. No vehicles shall be parked on any part of this property except on paved streets and paved driveways. Boats or other vehicles which are not cars or trucks used on a regular basis for transportation may be stored or parked on a Lot only with prior approval as to location and visibility from private roadways in a manner submitted to and approved in advance by the Architectural Control Committee.



Section 12. During construction, the debris will be placed in a dumpster that is placed in an inconspicuous place on the lot. The accumulation of construction junk, trash, waste, equipment, etc. outside of the dumpster will not be allowed. After construction, all Lot owners shall keep their Lot in a good and a reasonable state of repair and appearance and shall not allow the accumulation of junk, trash, garbage or waste. If a Lot owner refuses or fails to maintain his Lot in accordance with the appearance of similar surrounding Lots, the **ASSOCIATION** shall, after furnishing a 15 day written notice to the Lot owner at the last known address, have the right to take such actions as are reasonably necessary to prevent further nuisance, safety hazard or to otherwise enforce this covenant. The Lot owner or owners shall be personally liable to the **ASSOCIATION** for the amounts actually and reasonably expended and the **ASSOCIATION** shall have the right to a lien in securing payment of the amount in the same fashion as the lien referred to in Article VI, Section 5.

Section 13. Fences. No chain link fence will be approved. All other fence must be site built, finished side facing out, and otherwise approved.

Section 14. Landscaping is an important factor in determining the overall design of **Forest Creek**. Included in your landscape plan, all cleared areas must have a consistent and acceptable combination of sod, mature planting, mulching and ground cover, and selected trees. No clear cutting of lots is permitted. All cleared areas will be properly graded and prepared for landscape planting.

Section 15. Mailboxes shall be uniform in size and appearance. Developer shall furnish recommendations as to the color and style of mailboxes. Mailboxes may not be replaced or modified without approval of the Architectural Control Committee at any time.

Section 16. Pools and Enclosures: All pools and enclosures must be included on the site plan. Any other pool and enclosure installations must be drawn at 1/8" scale and submitted for prior approval by the Architectural Control Committee.

Section 17. "Cluster Open Space"; Responsibility for Maintenance; Enforcement by City of Gainesville, FL.: There shall exist within the subdivision an area depicted on the Plat of Forrest Creek Cluster as the "Cluster Open Space", which is explained more fully in Note No. 6 as shown on said Plat. Concurrent with the date of recordation of said Plat, the Developer shall assume responsibility to implement a plan to eradicate the invasive non-native plant species from the area identified on said Plat as the "Cluster Open Space". The Developer shall also be responsible to perform regular and reasonable maintenance and/or repair of the "Cluster Open Space" and to maintain said area until such time as the responsibility therefore is transferred to the Homeowners Association, which transfer shall be evidenced by a formal acknowledgement set forth in written form and recorded in the Public Records of Alachua County, Florida. After transfer of responsibility, the Homeowners Association shall maintain the "Cluster Open Space" in the condition that exists as of the time that the Alachua County Environmental Protection Department and/or the City Managing for the City of Gainesville, or its designee agrees that the Developer's implementation of the plan to control invasive non-native plants has been successful. At such time as the Developer relinquishes



control and assigns responsibility for maintenance and repair of the "Cluster Open Space", the Developer shall be deemed simultaneously to irrevocably assign the right to enforce management, maintenance and repair of the "Cluster Open Space" to the City of Gainesville, Florida, including the granting of the right for injunctive relief against the Association in order to require compliance with the obligation of the Association to maintain and repair the Cluster Open Space and to implement the eradication of invasive non-native plant species. The termination, modification or removal of the provisions of this Section 17 can only be accomplished with a prior written consent obtained from the City Commission for the City of Gainesville, Florida.

At all times after recordation of the Declaration of Covenants, Conditions and Restrictions, the following activities shall be prohibited within the "Cluster Open Space" as defined above, and a violation of this provision shall be deemed to be a violation of a material covenant of the Declaration. The following are the prohibited activities, to-wit:

- a. Construction or placement of buildings, roads, billboards, utilities or other structures on or above the ground unless previously provided for of the approved plat.
- b. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- c. Removing or destroying native trees, shrubs, or other vegetation.
- d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a 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.

Section 18. Conservation Easement. By execution hereof the Developer reserves for itself and hereby irrevocably and concurrently does irrevocably grant a Conservation Easement to the Forest Creek Homeowner Association of Gainesville, Inc., a Florida not for profit corporation or to its duly designated agent, for the purpose of furnishing access to perform maintenance and repair over all wetlands and creeks as depicted on the Forest Creek Cluster Subdivision Design Plat, including the area set forth on said Plat and identified as the "Cluster Open Space". This Conservation Easement is intended to provide access for egress and ingress to the Developer and/or the Association, or its designated agent, for the purpose of allowing maintenance, repair and for the implantation of a plan to eradicate the invasive non-native plant species on the "Cluster Open Space" as set forth in Section 17 above. This Conservation Easement shall be deemed to be present on all roadways, walkways, common area and shall likewise exist on any portion of any individual lot as deemed reasonable and necessary to allow access to the Developer and the Association to the space designated on the Plat of Forest Creek Cluster and identified as the "Cluster Open Space".

ARTICLE X: GENERAL RESTRICTIONS



Section 1. Enforcement. The **ASSOCIATION** or any present or subsequent Owner of any of the Lots covered by these Declarations shall have the right to prevent the violation of any of these restrictions by injunction or other lawful proceedings and shall have the right to recover damages resulting from said violation together with the costs incurred in enforcing said restrictions, including reasonable attorney's fees and expenses in the enforcement hereof prior to subsequent to judgment and whether in judicial proceedings or otherwise, including but not limited to any litigation in a trial court or in any and all proceedings in any appellate tribunal. The failure to enforce these Declarations in any manner shall in no event be deemed a waiver of the right to enforce said Declarations thereafter as to the same breach of violation occurring prior or subsequent thereto. Enforcement shall be by proceedings at law or in equity, either to restrain a violation or violations or to recover damages, against any person, persons, or entity violating or attempting to violate any covenant.

The St. Johns 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 stormwater management system(s).

Section 2. Effective Date. These Declarations shall become effective upon recordation in the Public Records of Alachua County, Florida.

Section 3. Amendments. This Declaration may be amended by the **DEVELOPER** without joinder or consent of the **ASSOCIATION** until such time as the **DEVELOPER** has sold all property owned by it in the subdivision or until December 31, 2009 or until the **DEVELOPER** elects voluntarily to terminate its right to amend, whichever shall first occur. Thereafter, this Declaration may be amended only by a vote of not less than two-thirds (2/3) of the membership of the **ASSOCIATION** at any special or regular meeting of the **ASSOCIATION**. Any amendment must be accomplished by a written instrument duly executed by the **ASSOCIATION** and recorded in the Official Records of Alachua County, Florida. If the **DEVELOPER** shall elect to voluntarily terminate his right to amendment prior to sale of all property owned by it, the **ASSOCIATION** shall cause written notice thereof to be executed by the **DEVELOPER** and recorded in the public records of Alachua County, Florida.

Any amendment to these Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Duration. This Declaration shall continue in force from the date of this instrument until January 1, 2021, A.D., after which time, these Declarations shall be automatically extended for successive periods of twenty (20) years, unless earlier terminated, amended or modified by a vote of not less than two-thirds (2/3) of the membership of the **ASSOCIATION** at any special or regular meeting of the **ASSOCIATION**. Any such amendment or modification of these covenants,



conditions and restrictions shall be in recordable form and be recorded in the Public Records of Alachua County, Florida.

Section 5. Severability. Invalidation of any one of these Declarations by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6. Notices. Any notices required to be sent to any member or Owner under any provisions of this Declaration shall be deemed to have been properly sent when it is mailed by United States Mail to the last known address of the person who appears as the Owner of the Lot in question as set forth on the tax rolls of the Tax Assessor of Alachua County, Florida, as of the time of such mailing.

IN WITNESS WHEREOF, DEVELOPER and ASSOCIATION have caused these documents to be executed this _____ day of _____, 2005.



Signed, sealed and delivered
in our presence as witnesses:

Witness

Witness

Witness

Witness

“DEVELOPER”
Schackow Realty & Development, LLC

By: _____

“ASSOCIATION”
**Forest Creek Homeowners Association of
Gainesville, Inc., a Florida not-for-profit
corporation**

By: _____



STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration was acknowledged before me this ___ day of _____
by _____ as President of _____, who [] is personally
known to me, or [] who produced _____ as personal identification.

Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration was acknowledged before me this ___ day of _____
by _____ as President of Forest Creek Homeowners Association of Gainesville,
Inc., a Florida corporation not for profit, who [] is personally known to me, or [] who produced
_____ as personal identification.

Notary Public, State of Florida



RULES AND REGULATIONS

OF

FOREST CREEK HOMEOWNERS ASSOCIATION OF GAINESVILLE, INC.

The initial rules and regulations of **FOREST CREEK HOMEOWNERS ASSOCIATION OF GAINESVILLE, INC.** are as follows:

NONE

