

ARTICLE I DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Section 1. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 2. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 3. "Association" means the Canterbury Lakes Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. "Board" means the Association's Board of Directors.

Section 5. "Common Area" means all property whether unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners. The Common Area shall initially consist of the main entry area, HOA tracts, and drainage structures and ponds and lakes, as shown on the plat.

Section 6. "Common Lake Area" shall mean the area designated from time to time by the Declarant or the Board of Directors of the Association for the use of Members of the Association.

Section 7. "Declarant" means Star 101 Development, Inc., a Florida corporation, whose address is 9625 Alonzo Road, Riverview, FL 33569, and its successors and assigns, if such successors and assigns are designated in writing as the successors and assigns of a Declarant's rights hereunder. Unless specifically assumed, an assignee Declarant shall not be liable for acts or omissions made by or on behalf of an assignor Declarant prior to the date of assignment.

Section 8. "Documentation" means the legal documentation for Canterbury Lakes consisting of this Declaration and the Articles of Incorporation and By-Laws of the Canterbury Lakes Homeowners Association, attached hereto as Exhibits "B" and "C," and any amendments to any of the foregoing now or hereafter made.

Section 9. "Dwelling" shall mean a residential dwelling constructed upon a Lot.

Section 10. "Lake" shall mean any body of water designated as a Lake or Conservation Area on any Plat, and any man-made storm water detention or retention area located on the Property.

Section 11. "Lake Area" shall mean all real property which is part of a Lake.

Section 12. "Lake Lot" shall mean any Lot containing a Lake Area or adjacent to a Lake Area.

Section 13. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 14. "Lot" means any platted parcel of land shown on a recorded subdivision map or plat of any part of the Properties, as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, of marked acreage or tracts.

Section 15. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, signage, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 16. "Member" means every person or entity who holds membership in the Association.

Section 17. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 18. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 19. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 20. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 21. "Person" means any natural person or artificial entity having legal capacity.

Section 22. "Private Area" shall mean that area within each Lake Lot which is not Lake Area.

Section 23. "Properties" means the lands described as Canterbury Lakes herein, including Lots and Common Areas.

Section 24. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section 25. "Subdivision Map or Plat" means each final official plat as recorded and shall include the subdivided real property therein described.

Section 26. "Surface Water Management System Facilities" shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 27. "Third Party Purchaser" means any purchaser subsequent to the party purchasing a lot from the Declarant.

ARTICLE II PROPERTY RIGHTS

Section 1. "Easements and Enjoyment" Each Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

- (a) Fees. The Association's right to charge reasonable fees for the use and maintenance of any common facilities from time to time situated on the Common Area.