

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Committee such violation shall have occurred, the Architectural Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Committee with regard to new construction.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Setbacks.

a. Minimum setback lines shown on the final Site Plan as required by Hillsborough County of the properties are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. Setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site

and location of each Unit or other structure on each lot, and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said final Site Plan.

b. Setback provisions herein prescribed may be altered by the Declarant whenever in its sole discretion the topography or configuration of any lot in said subdivision will so require.

c. Dwellings. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to any Common Areas.

Section 2. Living Area.

a. No residences shall be erected or allowed to remain on any lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 1000 square feet on one floor and 1200 square feet on two floors. The Developer reserves the sole and exclusive right to determine minimum square footage requirements for any and all additions to existing property which may subsequently be added pursuant to Article VIII, Section 9 hereof.

b. The Declarant shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or other considerations that warrant such reduction.

c. All single family detached dwellings shall have at least a one-car enclosed garage equipped with a garage door that shall be maintained in a useable condition and concrete drive that will provide side by side off-street parking for at least a total of two standard size automobiles. The Declarant shall have the right to require a two car enclosed garage on any lot. No garage will be converted to any use that precludes its continued use as a garage.

d. Lot Area and Width. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for that property as the same may be amended from time to time. The area and width of each Lot on any additional Property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent Plat of said additional Property, as the same may be amended from time to time, which plat shall be recorded in the Public Records of Hillsborough County, Florida.

Section 3. Land Use.

- a. By or with the written consent of the Committee one or more lots (as shown on The Approved General Plan of Development) or parts thereof, may be resubdivided or combined to form one single building lot; provided, however, in such event, the resulting lots shall not be smaller in total area than either of the original lots prior to such subdivision.
- b. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the residential platted lots in said subdivision as same are now platted according to said recorded plats of said subdivision, except that more than one lot may be used for one private residence.
- c. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling and approved appurtenant structures.
- d. No structure of temporary nature or character shall be used as a residence.
- e. No building or structure shall be moved onto any lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property herein before described shall be constructed thereon.
- f. No building erected for use as a garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to remain within the boundaries of any of the lots or common area, whether for dwelling purposes or not, except for loading and unloading purposes.
- g. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways, and a basic shrubbery planting across the front of the house and any side yard of a corner lot on the side facing a public right of way.

Section 4. Maintenance.

- a. All Owners shall mow and maintain Lots prior to construction so as not to detract from value of surrounding area.
- b. All Lots together with the exterior of all improvements (if any) located thereon shall be maintained in a neat and attractive condition by the respective Owners. Such maintenance shall include, but not be limited to painting, repairing,

replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, weeds, bare spots in sodded areas, walks and other exterior improvements.

c. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association. After approval by a majority vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of an assessment to which such lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform maintenance shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

d. To preserve the natural integrity and beauty of the land, water runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of five (5) inches or more shall be cut, destroyed or mutilated except with the prior written consent and permission of the Association; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any lot by the property Owner thereof after such dead or diseased condition is first brought to the attention of the Association and permission for such cutting and removal has been obtained.

Section 5. Screening or Other Uses.

a. No clotheslines of any configuration shall be installed or erected upon any lot so as to be in any way exposed to public view from any street, Common Area, or adjoining lot.

b. No mailbox, paperbox or other receptacle of any kind for the use and delivery of mail, newspapers or similar materials shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control committee and be in conformity with United States postal standards.

c. No house trailer or motor home shall be permitted to stay on any lot, common area, or public right-of-way. No boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall be permitted to stay on a public right-of-way or on a lot, street, or common area, unless enclosed in a garage and not

visible from public view. Temporary buildings and other structures shall be permitted for offices, storage or as a temporary real estate sales office of Declarant or its authorized agents or builders for the sale of land and residences. No carport, garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently. No vehicles shall be parked overnight except on driveway pads or within garages.

d. No house or other structure on any residential lot shall be used for commercial or business purposes. This shall not apply to Model Homes so designated by the Declarant. Each Owner shall refrain from any act or use of his lot, which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants or surrounding property. No trash, rubbish, stored materials, off-road, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event that any Owner of any Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

e. No window air conditioning units shall be installed without prior written approval of the Committee. No such approval will be granted in any location in public view.

f. Garbage and Trash Disposal. All trash, garbage and other waste shall be kept in sanitary containers and shall be kept within an enclosure or properly screened so as to be out of sight from the front or side streets, except when placed at a designated pickup location, not earlier than 6:00 p.m. on the day preceding the day of trash pickup.

Section 6. Fences, Hedges and Landscaping.

a. All the landscape plans, fences and hedges must receive prior written approval from the Association before implementation.

b. Hedges shall be grown no higher than three (3) feet from the street right-of-way to the minimum building setback line. Boundary walls and hedges shall not exceed forty-two (42) inches in height on any lot with a view of or abutting a lake or conservation area, from the back building line of the main structure to the rear property line unless written approval is received from the Committee. No boundary wall or hedge shall exceed six (6) feet in height regardless of location.

c. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangle area formed by the street property lines and the line connecting them at points twenty (20) feet from the intersection of the street lines, or in a case of rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of the street property line and the edge of the driveway. No trees shall be planted within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

d. Fences. No chain link fences shall be permitted upon a Lot. Chain link fences may be permitted in Common Area recreational areas as deemed essential by the Association. All fences shall not exceed six (6) feet in height. All fences shall be constructed of wood using shadowbox or board on board (dog-eared tops on both) style construction and be constructed with pressure treated wood or similarly warranted materials and rust resistant nails, screws or staples. All stringers and/or posts utilized in such fencing shall be visible only from the interior of the lot upon which the same is constructed. In all cases, no fencing shall be closer to the street than the front building line on that side of the residence. Any fence constructed on a Lot, which has a rear yard with pond, or lake frontage shall not exceed 42 inches in height from the rear building line toward the water. Corner lot fences may not be constructed closer than the front building line on any street exposure.

e. Reflective Materials. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except such as may be approved for energy conservation purposes by the Architectural Control Committee.

Section 7. Animals.

a. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except household pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages. In no event shall more than three (3) pets be housed on any lot.

b. No person owning or having possession, charge, custody or control of any pet shall cause, permit or allow the pet to stray, run, be, go or in any other manner be at large in or upon any public street, sidewalk or park, or on private property of others without the express or implied consent of the Owner of such private property. Governmental or municipality leash laws apply at all times. All pet feces must be immediately picked up and discarded in the Owner's own waste receptacles, including fecal matter produced by the Owner's pet on the Owner's Lot.

Section 8. Signs. No signs of any kind shall be displayed to the public view on any Lot, except one professional sign measuring no more than 24 inches tall and 24 inches wide, and shall not extend more than four (4) feet above the ground, advertising the Lot for sale or rent. Signs used by the Declarant it's agents or builders to advertise the Property during construction and sales period shall not be subject to the size or number limitation set forth herein.

Section 9. Utilities.

a. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the Lots shall be underground, unless approved by Declarant or Committee, provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

b. Antenna Dish. No Lot Owner shall install or permit any antenna or satellite or communications dish larger than 39 inches in diameter upon any lot, a building on a lot, or a Common Area. Any satellite or communication dish that is installed shall be installed so that such dish is not visible from any street.

Section 10. Wells and Lakes.

a. Except with the prior written approval and permission of the Committee, no water well shall be sunk or drilled on any Lot. However, the Declarant reserves the right to locate wells and pumping stations designated for such use.

b. The Declarant or Association shall have the sole and absolute right, but no obligation, to control the water level of the lakes located within Canterbury Lakes, and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes and to maintain the littoral shelf in accordance with the requirements of governmental bodies and agencies having jurisdiction over such lands. Access to such areas over lots during daylight hours shall not be deemed trespassing.

c. No Lot Owner or resident shall have any right to pump or otherwise remove any water from lakes for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewer, water discharge from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbish, debris, ashes, or other refuse in any of the lakes or retention area(s), or on any Common Area.

Section 11. Noxious Activities.

- a. The pursuit of hobbies, professions, or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any lot or the Common Areas without the consent of the Declarant or Association.
- b. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
- c. No commercial vehicles shall be permitted to remain overnight or any period of eight (8) consecutive hours on the property or in the public view within Canterbury Lakes, other than fully enclosed within a garage or as may be used by the Declarant, it's agents or builders in conjunction with construction operations.
- d. No private pickup trucks or vans exceeding a 3/4 ton weight limit, or trailers, and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property, in the public view or on a Common Area unless approved by the Board of Directors.
- e. No individual water supply system will be permitted upon any Lot.

Section 12. Storage of Materials and Equipment Placement.

- a. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers,

water conditioners, pool filters and/or heating equipment, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled, fenced or landscape buffered to conceal same from the view of the neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must receive written approval by the Committee prior to construction.

b. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing shall be used for longer than the length of time reasonably necessary for the construction to completion of the improvement for which same is to be used.

c. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substances, except for water tanks that may be constructed by the Declarant for the storage of potable water for the community and fuel tanks for Declarant use during construction operations with the prior written approval of the Committee.

Section 13. Easement Rights. Easements are expressly provided for and reserved in favor of the occupants of the Property, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving the Property and for vehicular traffic over and across such portions of any Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of any Common Areas by the dwelling occupants, their families, guests or tenants. The use by Declarant, its agents or employees, of the easement described herein during the construction period shall not be deemed an interference of the use and enjoyment of the Common Area.

Section 14. Windows. All metal windows shall have a white finish; wood windows shall be painted white. Declarant reserves the right to allow other color finishes for windows however, mill finished (unpainted) windows are prohibited.

Section 15. Landscaping, Sodding, and Driveways. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways and a basic shrubbery planting across the front of the house. All sod installed on a Lot shall be of a St. Augustine variety, such as St. Augustine, Floratam, Seville or equivalent or Bahia. Bare spots in sod are not allowed and must be re-sodded within 14 days of notification by the Committee.

Section 16. Use and Protection of Lakes and Ponds.

(a) The Private and Lake Areas of each Lake Lot shall be for the exclusive use and benefit of the Lake Lot Owner thereof subject, however, to the limitations, restrictions, and reservations stated herein:

No Owner shall construct or maintain any improvement upon a Private Area which would, in the judgment of the Association, detrimentally affect the normal water level of the Lake Area. No docks, fences, or structures may be constructed on any Private Area or Lake Area unless prior written approval of the Architectural Control Committee is given. No Owner may fill a Lake, draw water from a Lake nor place solid material or liquids in a Lake. No Owner shall remove native vegetation (including without limitation cattails) that become established within any Lake or Lake Area. Prohibited removal shall include, without limitation, dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department.

(b) Each Lake Lot Owner shall have a cross easement appurtenant for use of the Lake which his Private Area borders subject to the limitations and restrictions stated herein.

The use of the Lake Area and Lake shall be subject to the Homeowners' Association Rules. There shall be no use of the Lake Area and Lake except natural recreational uses which do not injure or scar the Lake Area or Lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Private Areas, or in their enjoyment of the Lake Area.

(c) Neither the Declarant nor the Association shall be responsible for control over the level of water in any Lake. Nor shall Declarant or the Association be liable for damages in any way for an increase or decrease to the water level of any Lake Area or Lake. Each Owner agrees that he will not bring any action or suit against Declarant or Association to recover for any damage caused by an increase or reduction in the water level of any Lake Area or Lake.

(d) The use of the Common Lake Area shall be subject to rules and regulations of the Association. Swimming, wading, and the use of boats or flotation devices is prohibited in all lakes and ponds.

Section 17. Boats. Gasoline-powered boats or devices are prohibited on all Lakes and ponds.

Section 18. House Color. The color(s) of the exterior of all residences shall be subject to the prior approval of the Architectural Committee.

Section 19. Miscellaneous.

- a. No Owner or occupant other than the Declarant shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No Lot shall be increased in size by filling in the water it abuts.
- b. No privy or outside toilet facilities shall be constructed or maintained on any lot other than those used during construction operations.
- c. Notwithstanding any other provisions contained in this Declaration, in the event that any Unit, as constructed by the Declarant, it's agents or builders on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Unit as constructed upon any Lot by Declarant, it's agents or builders encroaches or overlaps upon any other Lot or the Common Areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof; overhanging roof, or Unit is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Areas.
- d. Installation and use of play equipment approved by the Architectural Committee shall be limited to the rear of each lot only, and not closer than five (5) feet to property lines.
- e. Towers, Play Structures, Above Ground Pools and Basketball Backboards. Other than approved play equipment, no outside tanks, towers, poles, tree houses or other recreation structures for any purpose shall be erected. This includes above ground pools, skate board ramps and Basketball backboards. Portable basketball backboards and goals must be stored in a garage or fenced yard out of view when not in use.
- f. Storage structures may be constructed in the rear yard of a residence in accordance with rules and limitations established by the Architectural Committee provided the structure can not be seen from any adjacent yard, right of way, lot, common area or open space. All such structures must have the prior approval of the Committee.

ARTICLE VIII GENERAL PROVISIONS