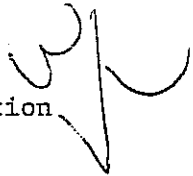


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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
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This Document Prepared by:
MOLLOY & JAMES
325 South Boulevard
Tampa, Florida 33606-2150

Return To:
Paramount Title Corporation
1502 W. Fletcher Avenue
Suite 101
Tampa, Florida 33612
Attn: Jim Farr



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF CANTERBURY LAKES**

THIS DECLARATION, made on this 6th day of December 2002, by Star 101 Development, Inc., a Florida corporation, whose address is 9625 Alonzo Road, Riverview, FL 33569, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of certain properties in Hillsborough County, Florida (the Property), more particularly described as follows:

SEE EXHIBIT "A"

WHEREAS, the Declarant intends to develop the Property into a community of single family residences; and

WHEREAS, the Declarant desires to impose a limited common plan of development and enjoyment upon the Property to protect its value and desirability;

NOW, THEREFORE, the Declarant hereby declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

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.

- (b) Suspension. The Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (ii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days.
- (c) Dedication. The Association's right to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions, as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area shall be subject to the lot owner's easement.
- (d) Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.
- (e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.
- (f) Leases. The association's lease of any portion of the common area provided all rents, royalties and revenues derived from such leases will inure to the benefit of the association.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Declarant dedicates that portion of the Properties described on the recorded plat and made a part hereof for use and maintenance of public utility, right-of-way, and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage structures or which may

impede the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible, or those areas designated as Common Areas.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. General Restrictions. Except with the Association's prior written consent or in accordance with the Declarant's retained rights hereunder or Association's rules and regulations:

- (a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by the Declarant as part of the Work, and their replacement.
- (b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors.
- (c) Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.
- (d) Signs. No sign of any kind will be displayed to public view within the Properties except as permitted by guidelines adopted by the Architectural Committee. The Architectural Committee is specifically authorized to promulgate standards for the size, appearance, and placement of signs within the Property. However, these restrictions shall not apply to signs used by the Declarant or his assigns to advertise the property during the promotion and construction of dwellings and sale of Lots.
- (e) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Properties in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties is permitted anywhere within the Properties. This provision shall not apply to the activities of the Declarant in the construction, maintenance, or sale of Dwellings.
- (f) Use of Lots. Each Lot may be improved and used for residential purposes only and only single detached family homes and appurtenances, approved in accordance with Article VI may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Properties or a home occupation as approved by Hillsborough County.

Section 6. Any walls, fences and attendant landscaping constructed by the Declarant as part of the subdivision improvements or otherwise, shall be kept and maintained by the

Association in condition and appearance as constructed as long as the Declarant continues to own a Lot, unless the Declarant otherwise consents.

Section 7. Surface Water Management System Facilities. All Surface Water Management System Facilities shall be located on land owned by the Association or subject to an easement in favor of the Association. The Association shall maintain the Surface Water Management System Facilities in the same condition as when constructed.

Section 8. Access Easement. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, emergency personnel and agencies, utilities providers, guests and invitees of the Association, representatives of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

Section 9. Conservation Easement. The Association shall assume maintenance responsibility for any Conservation Easement as shown on the plat of the subdivision, including maintenance of mitigation areas, as outlined in the subdivision site plan approval comments from Hillsborough County, Florida.

Section 10. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot, including the side of a fence or wall for the common area or property perimeter which is located on the Lot Owner's property. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot except as provided in Section 3 above. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder.

Section 11. Rules and Regulations. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or

when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose.

Section 12. Maintenance of Common Areas. The Association must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on the common area, including the side of a fence or wall for the common area which is located on the property. The assessment for such improvements shall be assessed only against the Lots benefited thereby, in the sole judgment of the Association.

ARTICLE III OPERATION, MAINTENANCE AND MONITORING OF SURFACE WATER MANAGEMENT SYSTEM FACILITIES

Section 1. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Declarant, accept transfer of any District permit for the Properties (now known as Canterbury Lakes). The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

Section 2. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

Section 3. The Association agrees to operate and maintain the system, including mitigation areas, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

Section 4. The Association shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

Section 5. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by the District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by District rules.

Section 6. The Association, specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with this permit and District regulations, such as:

- a. having access to and copying any records that must be kept under the conditions of the permit;
- b. inspecting the facility, equipment, practices, or operations regulated or required under the permit;
- c. sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or District rules; and
- d. gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Section 7. The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.

Section 8. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District.

Section 9. No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands,

wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

ARTICLE IV THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of single-family Lots, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A, membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including Class B votes for all units Declarant intends to annex; or
- (b) on the anniversary date ten years from the date when the first Lot is conveyed to an individual purchaser; or
- (c) on a date when the Declarant shall record a notice terminating its Class B membership status.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Common Area. Subject to the rights and duties of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Declarant on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary,

safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; the administration of leases on or effecting the common area; and the maintenance of adequate public liability and property insurance with respect to the Common Area.

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot; and, as more particularly provided in Article II, Section 10 herein above, each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

(a) any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article II, Section 10, above; and

(b) as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and

(c) at least a majority of the members of the Board present and voting find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article V, Section 4, below.

Section 5. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

Section 6. Rules and Regulations. As provided in the Bylaws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 7. Capital Improvements. Except for replacement or repair of items installed by Declarant, if any, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior

approval of two-thirds (2/3) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VIII, Section 2, below.

Section 8. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of Canterbury Lakes Homeowners Association, Inc., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Declarant intends that the provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the Declarant intends that the provisions of this Declaration, or any supplemental or amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

Section 9. Termination of Association. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

ARTICLE V ASSESSMENTS

Section 1. Assessments Established. For each Lot, Declarant covenants, and each Owner of a Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

- a. An annual assessment, as provided in Section 2 of this Article; and
- b. Special assessments, as provided in Section 3 of this Article; and
- c. Specific assessments; as provided in Section 4 of this Article; and
- d. All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- e. Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the Lot and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such

assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment became due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

The annual or special assessments on Lots owned by the Declarant shall be fifty percent of the corresponding assessments for Lots owned by other Owners. If a deficit in funding occurs, the Declarant shall pay additional assessments equal to the deficit, however, the Declarant shall pay no more than one hundred percent of the corresponding assessment for Lots owned by other Owners.

Section 2. Annual Assessment. The annual assessment shall be due on January 1 of each year and payable as provided in Article V, Section 5. The annual assessment shall be used exclusively to promote the value and desirability of the Property for the benefit of the Owners and Occupants, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area required to be maintained by the Association, including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area required to be maintained by the Association; and (iii) all other general activities and expenses of the Association.

Section 3. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

- a. Upon the first sale of each Lot to a third party purchaser, a special assessment for a working capital fund, equal to six (6) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party purchaser. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.
- b. In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting

duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 5. Amount. Until the close of the first fiscal year following Declarant's conveyance of the first Lot, and subject to the provisions of the paragraph below, the annual assessment will not exceed \$300.00 per Lot. At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual assessment of one hundred fifteen percent (115%) or less of the annual assessment for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than one hundred fifteen percent (115%) of the annual assessment then in effect, the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article IV, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members voting shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Notwithstanding the above provisions, the assessment may increase an amount greater than fifteen percent without a vote of the Members if such additional increase is due solely to maintenance costs of amenities or recreational features which have been added by the Declarant or Association since the preparation of the last budget and assessment. If any such amenities or recreational features are added, the initial years assessment and subsequent assessments shall be adjusted by the Board to cover the additional maintenance costs.

Section 6. Commencement. The assessments provided by this Article shall commence as to all Lots on the first day of the first month following Declarant's first conveyance of title to any Lot and shall be prorated on the basis of the number of months then remaining in the Association's fiscal year.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot, but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date shall be deemed delinquent and shall bear interest from its initial due date at the maximum rate of interest allowed by law. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot, or both. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non-use of the Fee Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure sale, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association are exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Association's lien, or (ii) one Lot for use as a residence by any resident manager for the Property who is employed by the Association or Association's manager.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to a judicial sale upon

foreclosure of any First Mortgage, or any deed in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such judicial sale or deed in lieu of foreclosure, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the lien thereof. Any lienholder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. Homestead. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. Creation and Composition. The "Architectural Committee" shall mean, as follows: Until all the Lots in Canterbury Lakes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in Canterbury Lakes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association, and, thereupon, the Declarant's rights and obligations as the Architectural Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article VIII, Section 9, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Committee established by the Association shall take over.

Section 2. Design Standards. The Architectural Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration;

- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Committee pursuant to this Declaration.
- (iv) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Generally, exterior modifications to the structures constructed by the Declarant, it's agents or builders are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Canterbury Lakes, (ii) as to the size, height, color and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Committee.

Upon approval by the Architectural Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if

such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Declarant, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 4 below, any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Certification by Architectural Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Committee, if such is the case.

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

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. The Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees.

The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

The Association may impose fines against any member, tenant, guest, or invitee, for violation of the provisions of this Declaration or the standards of the Architectural Committee. Such fines shall not exceed \$50 per violation, and may be imposed only after a hearing before a committee of three members appointed by the Board who are not related to officers, directors, or employees of the Association, with 14 days notice to the person sought to be fined.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article IV, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article IV, Section 2, outstanding constitutes a quorum.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 4. Approval of FHA/VA. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration, the articles, or the By-Laws; or any annexation of additional property; or any merger or consolidation of the Association or any dissolution of the

Association; or any mortgaging, sale or dedication of any Common Area, must be approved by the Federal Housing Administration or the Veterans Administration as long as there is Class "B" members.

Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuate Declarant's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by members entitled to cast not less than two thirds (2/3) of the votes of each class of membership pursuant to Article IV, Section 2 hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant, or any Institutional Mortgagee without the specific written approval of the Declarant or Institutional Mortgagee affected thereby. Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District. During the first two years after execution hereof, Declarant may amend this Declaration by recording an instrument stating such amendment, for the sole purpose of complying with requirements of the Federal Housing Administration, Veterans Administration, or Southwest Florida Water Management District.

Section 7. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for de minimis unintentional encroachments.

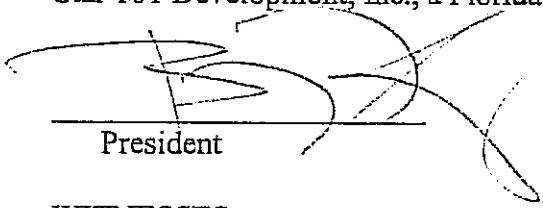
Section 8. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 9. Annexation. Within ten years of the date of execution of this Declaration, the Declarant may add contiguous lands to the Property, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration. Within ten (10) years of the date of execution of this Declaration, the Declarant may remove any lands from the Property by the filing of a supplemental declaration declaring the same, if such lands have not been made part of any residential plat or subdivision or otherwise developed for residential purposes.

Section 10. Rights of The Declarant. The following actions shall require the approval of the Declarant, as long as the Declarant shall own a Lot: Amendment of this Declaration, Annexation of Additional Properties, and establishment of any assessment or yearly assessment.

IN WITNESS WHEREOF, Declarant, has caused this instrument to be executed by its duly authorized officer as of the day and year first written above.

Star 101 Development, Inc., a Florida corporation, by



President

WITNESSES:

Patricia Price

Patricia Price

Print Name

Leslie Lowe

Leslie Lowe

Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

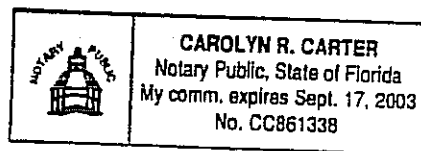
The foregoing instrument was acknowledged before me this 6th day of December, 2002, by ^{Star 101} Kearney as President of Star 101 Development, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

Carolyn R. Carter
NOTARY PUBLIC

Name: CAROLYN R. CARTER

Serial #: CC861338

My Commission Expires: _____



JOINDER AND CONSENT

The undersigned, WESTFIELD HOMES OF FLORIDA, INC., having an ownership interest in the Property by virtue of Deed recorded in O. R. Book 12063, Page 635 of the Public Records of Hillsborough County, Florida, hereby joins in and consents to this Declaration of Covenants, Conditions and Restrictions of Canterbury Lakes.

Dated this 4th day of December, 2002.

Westfield Homes of
Florida, Inc.

Susan Eliz Churchwell
witness Susan Eliz Churchwell

By: Barry I. Karpay V.P.
Barry I. Karpay,
Vice President

Jim Farr
witness Jim Farr

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Barry I. Karpay, Vice President of Westfield Homes of Florida, Inc., who acknowledged to me that he executed the foregoing instrument for the intents and purposes therein expressed and he was personally known to me or presented a driver's license as identification and he did not take an oath.

Dated this 4th day of December, 2002.

Susan Eliz Churchwell
Notary Public



Susan Elizabeth Churchwell
My commission CC993782
Expires January 15, 2005

EXHIBIT "A"

All those certain lands of every nature and description, including, but not limited to, all platted lots, as same are depicted and described on the plat of CANTERBURY LAKES PHASE I, according to plat recorded in Plat Book 93, pages 95-1 through 95-4, Public Records of Hillsborough County, Florida.