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AMENDMENT TO DECLARATION ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 0873, PAGES 2053, ET SEQ., OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA KH D.C.

WHEREAS, Canterbury Lakes, Inc. a Florida corporation, is the developer of Canterbury Lake Estates, Canterbury Lake Estates First and Second Additions, and a minor subdivision adjacent thereto, which properties are duly platted, or otherwise placed of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Canterbury Lake Estates in the public records in Citrus County, Florida, in O.R. Book 0873, Pages 2053, et seq., and subsequent amendments to that declaration ("Declaration");

WHEREAS, Canterbury Lake Estates Property Owners Association, Inc., has requested Canterbury Lakes, Inc., the Declarant herein, to amend several provisions of the Declaration, and to restate the entire Declaration in order to assemble the current covenants and restrictions for the clarity and convenience of all the owners of property subject to the Declaration; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to a sufficient number of lots as required by the amendment provision of the Declaration,

NOW THEREFORE, Canterbury Lakes, Inc., by and through its current officers, does hereby amend and restate the Declaration for Canterbury Lake Estates, as printed on the attached pages:

ALL OF "EXHIBIT A" ATTACHED

In witness whereof, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 22 day of April, 2001.

Canterbury Lakes, Inc.

By: Stephen A. Tamposi  
Stephen A. Tamposi, President

Lisa H. Balemore  
Witness: LISA H. BALEMORE  
Hernando, Florida

By: John E. Pastor  
John E. Pastor, Secretary

Debra K. Mangrum  
Witness: Debra K. Mangrum  
Hernando, Florida

[NOTARY CLAUSE ON FOLLOWING PAGE]

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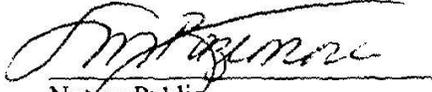
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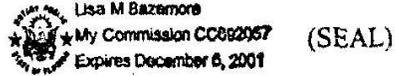
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STATE OF FLORIDA  
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi and John E. Pastor, President and Secretary, respectively, of Canterbury Lakes, Inc., a Florida corporation, both of whom are personally known to me.

Witness my hand and official seal this 22 day of JUNE, 2001.

  
Notary Public



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**EXHIBIT A**

**AMENDMENT AND RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
CANTERBURY LAKE ESTATES,  
THE MINOR SUBDIVISION,  
CANTERBURY LAKE ESTATES FIRST ADDITION AND  
CANTERBURY LAKE ESTATES SECOND ADDITION**

Recorded \_\_\_ / \_\_\_ / \_\_\_ Book \_\_\_\_\_, Pages \_\_\_\_\_ - \_\_\_\_\_

This is a restatement of the Covenants as amended through December 31, 2000.

**THIS DECLARATION** originally made the 23rd day of October, 1990 by **CANTERBURY LAKES INC.**, a Florida Corporation, the property owners holding title to the property described in Article II, Section 1 hereof, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Conditions, Restrictions and Easements, (sometimes referred as "Covenants and Restrictions" and sometime referred to as "Declaration"), set forth below and as modified from time to time.

**Disclosure of the Existence of an Association.**

Disclosure Summary for Canterbury Lake Estates, the Minor Subdivision, Canterbury Lake Estates First Addition and Canterbury Lake Estates Second Addition:

- Purchasers of property in Canterbury Lake Estates, Canterbury Lake Estates First Addition, Canterbury Lake Estates Second Addition and the Minor Subdivision will be obligated to be a member of the Canterbury Lake Estates Property Owners' Association, Inc.
- There have been recorded restrictive covenants governing the use and occupancy of properties within Canterbury Lake Estates, Canterbury Lake Estates First Addition, Canterbury Lake Estates Second Addition and the Minor Subdivision.
- Property owners are obligated to pay assessments to Canterbury Lake Estates Property Owners Association, Inc., which are subject to periodic change.
- Failure to pay assessments would result in a lien on the property.
- The restrictive covenants can be amended as stipulated in Article VIII, Section 3.

The statements contained in the Disclosure Summary are only summary in nature, and all prospective property purchasers should refer to the Declaration of Covenants, Conditions, Restrictions and Easements for Canterbury Lake Estates, Canterbury Lake Estates First Addition, Canterbury Lake Estates Second Addition and the Minor Subdivision.

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**ARTICLE I  
DEFINITIONS**

The following words, listed alphabetically, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. "ARC" shall mean and refer to a permanent committee of the Association as identified in Article VI of this Declaration.
2. "Assessments" shall mean and refer to the following types of assessments:
  - A. Annual Assessment levied yearly against all residential property owners as more particularly defined in Article V of this Declaration.
  - B. Special Assessment levied against all residential property owners for unanticipated and/or unbudgeted expenses.
  - C. Additional Annual Assessment levied yearly against residential property owners in the Second Addition as identified in "Schedule B" and defined in Article V of this Declaration.
  - D. Second Addition Special Assessment levied against residential property owners in the Second Addition as identified in "Schedule B" and defined in Article V of this Declaration.
3. "Association" shall mean and refer to the Canterbury Lake Estates Property Owners Association, Inc., a Florida not-for-profit Corporation, its successors or assigns.
4. "Board" shall mean and refer to the Board of Directors elected by the Association and charged with carrying out the duties of the Association as described in this Declaration.
5. "Common Properties" shall mean and refer to the common areas, dedicated to the Association, and/or deeded to the Association for common use.
6. "Declarant" shall mean and refer to Canterbury Lakes, Inc., a Florida corporation, its successors or assigns.
7. "Good Standing" shall mean and refer to having the Assessments paid and having no cited violations to this Declaration.
8. "Living space" shall mean and refer to an area which is centrally heated and cooled, covered by a roof and enclosed by substantial walls, but does not include lanais or garages and similar such areas.
9. "Member(s)" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 herein of this Declaration.
10. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Residential Lot for which deed is current or the purchaser under an agreement for deed.

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11. "Property" or "Properties" shall mean and refer to the Property identified in Article II of this Declaration.
12. "Residential Lot(s)" shall mean and refer to any parcel of land designed for residential purposes, and located within the Property, regardless of size, as shown upon the recorded subdivision plats of the Property, and the minor subdivision lots.
13. "Rights-of-Way" shall mean and refer to the paved roadways, and the grassy area on each side of the roadways, including the swales.
14. "Second Addition Committee" ("SAC") shall mean and refer to a permanent committee of the Association as identified in Article VI of this Declaration.
15. "Sign(s)" shall mean and refer to any manner of device designed to communicate information or images.
16. "Surface Water" or "Storm Water Management System," whether those terms are capitalized or lower case, mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.
17. "Utility" shall mean and refer to any public or private organization furnishing a service, such as water, sewer, telephone, electricity, gas or television cable to the Properties.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO**

Section 1. Existing Property. The Residential Lots which are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Citrus County, Florida, and is more particularly described in "Schedule A" found at the end of this Declaration.

The Declarant may, from time to time, bring other real property, under the provisions hereof, by recorded supplemental declarations as agreed upon and accepted by the Association. The supplemental declarations may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary and convenient in the judgment of the Declarant and the Association, to reflect the different character, if any, of the additional real property.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other associations as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the Properties, rights and obligations of any association may, by operation of law, be added to the Properties, rights and obligations of this Association as a

surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the properties together with the Covenants and Restrictions established upon any other property, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants and Restrictions established by the Declaration within the Properties.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every Owner of a Residential Lot as defined in this Declaration shall be a Member of the Association.

Section 2. Voting rights. Each Member in Good Standing shall have the following voting rights.

- A. Owners of Residential Lots shall be entitled to one vote for each Residential Lot owned.
- B. Declarant shall have the right to elect one (1) member of the Board until such time as Declarant no longer holds title to any portion of the Property.

**ARTICLE IV  
SECURITY, MAINTENANCE OF PUBLIC RIGHT OF WAYS, COMMON  
PROPERTIES AND SURFACE WATER MANAGEMENT SYSTEMS**

Section 1. Security. The Board may, in its discretion, provide security for the Property.

Section 2. Maintenance of grounds. The Board may, at its discretion, enter into contracts to maintain, repair and replace the following areas including but not limited to landscaping, paving, drainage, street lighting, the Rights-of-Way and appurtenances thereto, the Common Properties, and vacant Residential Lots.

Section 3. Additional maintenance responsibilities in the Second Addition.

A. Maintenance of Surface Water or Storm Water Management Systems. The Additional Annual Assessment, identified in Article V thereof, levied by the Association shall be used to maintain, operate and repair the Surface Water or Storm Water Management Systems located within the Second Addition. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the storm water management capabilities of the system as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water Management or Storm Water Management System shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

B. Maintenance of Entrance Features and paved roads The additional assessment, identified in Article V hereof, levied by the Association shall be used to maintain, operate and repair of the entrance features and paved roads located within the Second Addition.

C. Substantial/Material alteration of gate and entrance features of Second Addition. No substantial or material alteration of the gates or other entrance features of Second Addition shall occur without the specific approval of a majority of votes of owners of Residential Lots set forth on "Schedule B," attached, and the Board.

D. Declarant maintenance. The Declarant, for so long as it holds title to ten (10) or more Residential Lots, shall have the right, but not the obligation, to provide supplemental mowing and ground maintenance of the Rights-of-Way, Common Properties and Vacant Residential Lots at its sole expense, provided that any such mowing and maintenance is scheduled with the Board or its representative.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of the Assessments. The Declarant covenants, and each Owner of any Residential Lot or Lots shall, by acceptance of a Deed (or an Agreement for Deed) therefor, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to pay the Association: (1) annual assessments ("Annual Assessments"); (2) special assessments ("Special Assessments"), such Annual and Special Assessments to be established and collected as hereinafter provided; and (3) any other obligations imposed by the operation of this Declaration.

Section 2. Purposes of the Assessments for Canterbury Lake Estates, the Minor Subdivision and the First and Second Additions. The Assessments levied by the Association shall be used exclusively to provide for

- A. the improvement and maintenance of the Rights-of-Way located within the Property (to the extent not provided for by municipal, county or state and federal government),
- B. the staff and expenses, if any, of the ARC, the Association, the SAC and the enforcement of this Declaration hereby imposed,
- C. the maintenance of all Common Properties,
- D. the creation of reasonable reserves and resources, and
- E. such other services which the Association is authorized to provide as determined by the Board.

Section 3. Purposes of the Additional Annual Assessments in Canterbury Lake Estates Second Addition. The additional annual assessments imposed by the Association against those property owners in Canterbury Lake Estates Second Addition shall be used for the maintenance and repair of the Surface Water or Storm Water Management Systems including but not limited to work within the Rights-of-Way, retention areas, drainage structures and drainage easements of the Second Addition. They shall also be used for the maintenance, repairs of the entrance features, paved roads and such other services which the Association is authorized to provide upon specific authorization of the Second Addition Board.

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Section 4. Basis and Maximum for Annual Assessments for properties in Canterbury Lake Estates, the Minor Subdivision, the First Addition and the Second Addition. Except as otherwise provided herein, the Annual Assessments shall not be more than the sums calculated in accordance with the following schedule:

As of 2001, \$182.00 per platted Residential Lot per year.

Any platted Residential Lot further divided shall pay its pro rata portion of \$182.00.

The maximum Annual Assessment may not be increased by more than ten percent (10%) of the previous year's assessment except by a majority vote of the members who are voting in person or by proxy at a special meeting duly called for this purpose, although such action may be taken at the annual meeting of the members if prior notice thereof is given to the membership with the intention to request an increase above that amount for the next year. Assessments imposed by the Association shall be rounded off to the nearest dollar.

Section 5. Additional Annual Assessments for paved roads, entrance features and Surface Water Management Systems for properties in the Second Addition.

Notwithstanding anything contained herein to the contrary, the Residential Lots listed in "Schedule B" shall be assessed an additional fee in the amount of \$40.00 per platted Residential Lot per year, as part of their Annual Assessment (herein "Additional Annual Assessment").

The amount of this Additional Annual Assessment may be raised or lowered annually only in an amount recommended to the Board by the SAC. This additional fee shall be used by the Association solely for the construction, maintenance, repair of the private roads, the paved portions of the Rights-of-Way, the entrance features and the maintenance of the Surface Water or Storm Water Management Systems, provided, however, any such expenditures must be first recommended by the SAC, and approved by the Board.

Section 6. Special Assessments. The Board may determine the need and amount of fees to be levied against the Residential Lot Owners for unanticipated or unbudgeted expenses for all Property Owners in the Association.

Section 7. Second Addition Special Assessment. Upon the recommendation of the SAC the Board may levy a Special Assessment against those Residential Property Owners identified in "Schedule B" of this Declaration.

Section 8. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of levying an Annual Assessment shall be sent to all Members not less than thirty (30) days or not more than sixty (60) days in advance of the meeting. At the first of such meeting called, the presence of Members or proxies entitled to cast thirty percent (30%) of all votes of the Membership shall constitute a quorum. If the required quorum is not present another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

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Section 9. Date of Commencement of Annual Assessments; Due Dates. Beginning in the year 2001, the amount of the Annual Assessments shall be \$182.00. Thereafter, the Board shall fix the amount of the Annual Assessment against each Residential Lot at least thirty (30) days in advance of each Annual Assessment period subject to the provisions Sections 4 and 5 above. Written notice of the Annual Assessment shall be sent to every Residential Lot Owner. The due date(s) and time for payment(s), which may be monthly, quarterly, semi-annually, or annually, shall be established by the Board. The Association shall upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether all Assessments on a specific Residential Lot have been paid.

Section 10. Collection of Assessment; Effect on Non-Payment of Assessment; Personal Obligation of the Owner; The Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, as hereinafter provided, thereupon be a continuing lien on the Residential Lot against which each assessment was made. Any individual who acquires title to a Residential Lot upon the death of an owner or by operation of law shall be personally liable for unpaid assessments with respect to such Residential Lot.

If the Assessments are not paid within thirty (30) days after the due date, such Assessments shall bear interest from the date when due at the highest rate permitted by law, and the Association may do any or all of the following:

- A. bring an action at law or in equity against the Owner personally obligated to pay the same, or
- B. record a claim of lien against the Residential Lot or Lots on which the Assessment is unpaid, or
- C. foreclose the lien against the Residential Lot or Lots on which the Assessment is unpaid, or
- D. pursue one or more of such remedies at the same time or successively, and
- E. there shall be added to the amount of such Assessment, reasonable attorneys' fees, and the costs of preparing and filing the claim of lien, the complaint in such action the costs of litigation thereon including any appeals.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessment hereunder.

Section 11. Subordination of the Lien to Mortgage. The lien of the Assessment provided for in this Article V shall be subordinate to the lien of an institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessment and shall be subordinate to the Declarant's position as mortgagee by virtue of Declarant's land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage. An institutional lender is defined as a State or Federal bank or saving and loan association, an insurance company, trust company, saving bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee, including the Declarant (who is in a mortgagee position by virtue of its land sales transactions by (a) agreement for deed, (b) mortgage deed and (c) deed, note and mortgage), that has acquired title by deed in lieu of foreclosure, cancellation or other

termination of interest, and all persons claiming by through or under such purchaser or mortgagee shall hold title subject only to the liability and lien of any assessment becoming due after such foreclosure, conveyance in lieu of foreclosure, cancellation or other termination of interest. Any unpaid Assessment which cannot be collected as a lien against any Residential Lot by reason of the provision of this Section 11, shall be deemed to be an assessment at the Board's discretion and divided equally among, payable by, and a lien against all Residential Lots including the Residential Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 12. Reserve Funds. The portion of all regular assessments collected by the Association as reserves for future expenses, shall be held by the Association in reserve for the owners as their interests may appear.

## ARTICLE VI PERMANENT COMMITTEES

### A. ARCHITECTURAL REVIEW COMMITTEE.

Section 1. Responsibility. The responsibility for architectural control is with the Committee and is appointed by the Board. The ARC has the responsibility for establishing and enforcing policies and criteria to be applied in all original processes concerning architectural compliance.

Section 2. Construction. No building, fence, wall, satellite dish, television antennae, towers, swimming pool or other structure

shall be commenced, erected or maintained upon the properties; nor  
shall any exterior addition or change or alteration therein; nor  
change in the exterior appearance thereof; nor  
change in landscaping be made

until plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved by the ARC in writing, as to harmony to external design and location in relation to surrounding structures and topography.

All construction must be completed within one year after the beginning of construction.

The ARC may establish architectural criteria to be applied in determining whether to approve a design for construction. Such criteria should include the size, styling, materials, colors, roofscape, garages, driveways, fences and screening and landscaping.

All landscaping must be completed within 60 days after issuance of a certificate of occupancy.

Section 3. Plans and Specifications. Plans and specifications for final approval for construction shall be approved by the ARC prior to commencement of construction.

Section 4. Notice of Committee Action. The ARC shall be responsible for notifying the Owner in writing of the ARC's approval or disapproval within 30 days after filing of the plans and location. If such notice is not given within 45 days after submittal of the plans and

specifications, then approval for same shall not be required, but all other Covenants and restrictions herein contained, shall remain in full force and effect.

Section 5. Appeal. An Owner may appeal any disapproval of the ARC to the Board, which shall consider the matter at its next following regular meeting or shall, at the discretion of the President of the Association, convene a Special Meeting to consider said appeal.

Section 6. Inspections. The ARC, through its authorized representatives, may make periodic inspections during the construction, to monitor that it is being built in accordance with the approved plans and specifications.

Section 7. Use of dumpsters. The ARC may require provisions for appropriate disposal and/or management of construction debris including the requirement of a dumpster.

Section 8. Indemnification. The Association shall indemnify and hold harmless the ARC, and each Member thereof, from any liability, loss, claim, action or suit, including but not limited to attorney's fees and costs, arising from or by virtue of  
any action (except for willful or gross malfeasance or misfeasance taken); or,  
failure to take any action by the ARC or any member thereof, relative to the rights and duties as granted to the ARC by this Declaration.

The Association shall not be required to indemnify the ARC or any member thereof for any action brought by the Association against the ARC or any member thereof, in which the Association is ultimately successful.

#### **B. SECOND ADDITION COMMITTEE (SAC)**

Section 1. Responsibility. The responsibility for budget and management of certain areas in the Second Addition is with the SAC. It has the responsibility for establishing policies concerning payments for maintenance of surface water management or storm water management system, the entrance features grounds and roads located in the Second Addition and any other recommended payments.

Section 2. Selection. The SAC is made up of no less than three and no more than five members, who have an ownership interest in the property described in "Schedule B." All SAC members are to be elected by the Residential Lot Owners of the property described in "Schedule B."

Section 3. Meeting requirements. The SAC shall determine the times and location to meet and shall meet at least once a year.

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Section 4. Budget. The SAC shall determine the budget based on monthly utilities, need for repairs, landscaping and other agreed upon budgetary items and the Additional Annual Assessment levied against the Residential Lot Owners in Second Addition.

Section 5. Procedures. The SAC will make recommendations to the Board for expenditure of funds from the Additional Annual Assessments. The Board will authorize funding from the Additional Annual Assessments only expenditures for the Second Addition as recommended by the SAC.

## ARTICLE VII GENERAL USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article shall apply to the Properties. In addition to and not in lieu of the following General Use Restrictions, supplemental Covenants and Restrictions may be filed contemporaneously herewith, or at such time as the Association may deem appropriate.

Section 2. Uses and Structures. The provisions of this section shall apply to all Residential Lots.

- A. No Residential Lot shall be used except for residential purposes and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one single-family dwelling not to exceed two stories in height.
- B. No structure or any part thereof shall be used for any purpose except as a private dwelling for one family. No structure shall be partitioned for lease or sublease.
- C. No trailer, tent, shack, garage, shed, barn or other outbuilding erected on a Residential Lot covered by this Declaration shall, at any time, be used for human habitation.
- D. No business, other than Board-sponsored events, of any kind including garage and yard sales or noxious or offensive activity shall be carried out upon any Residential Lot, or Common Properties; nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
- E. A motor home, travel trailer, or motor boat, houseboat or similar waterborne vehicle or lawn equipment, shall be maintained, stored or kept on any Residential Lot only if housed completely within a structure approved by the ARC.
- F. All residential electrical or mechanical equipment shall be shielded by shrubbery or by an enclosure that conforms in architecture, material and color to the home.
- G. Digital satellite system and/or wireless cable television reception dishes larger than twenty-one inches (21") in diameter are not permitted. Any such qualifying reception dish should be installed so as to be harmoniously screened from the road Right-of-Way and neighboring properties as approved by the ARC.
- H. Post lamps shall be required to be installed at the time of construction of the home in the front yard only. The design and location of the post lamp shall be approved by the ARC. Post lamps shall be controlled by a photo-electric cell or similar device in order that they are automatically controlled. It shall be the obligation of the Resident Lot Owner to maintain the post lamp in an operable condition in order that the lamp will be lit from dusk until dawn.

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- I. When exterior lighting is placed or constructed on any Residential Lot, the lighting will be screened, focused or directed in such direction so as not to disturb adjoining property owners or create an annoyance or nuisance.
- J. Should any structures in existence on or before January 1, 2001 be in violation of this section, they are exempt from complying with this section.

Section 3. Residential Lot area, width, set back, size of building and prohibitions against subdividing platted Residential Lots.

- A. No structure, shall be built or placed upon a Residential Lot nearer than 20 feet to the front Residential Lot line, 25 feet to the rear Residential Lot line, 7.5 feet from the side Residential Lot line and 7.5 feet to the street line of any corner Residential Lot. However, no swimming pools and/or pool enclosures shall be built or placed upon the Residential Lot nearer than 8 feet to the rear Residential Lot line. Notwithstanding the foregoing, for the Residential Lots identified in "Schedule C" the following limitations are in force. No structure shall be built or placed upon the Residential Lot nearer than 8 feet to the rear Residential Lot line. The Association, ARC or any other subsidiary of the Association, shall not be liable for any damages caused to any structures erected within utility easements.
- B. No platted Residential Lot shall be further subdivided for residential use, unless such further subdivision of the property is to increase the size of existing adjacent platted Residential Lots. It is the intent of this prohibition to restrict the parcel to one resident per platted Residential Lot or larger parcel. Any further re-subdivision or dividing of properties in order to increase the size of a residential parcel shall be done only with the approval and consent of the ARC.

Section 4. Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Residential Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Residential Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Residential Lot.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Lot, except that two (2) dogs or two (2) cats or any combination thereof or other common household pet may be kept provided they are not kept, bred or maintained for commercial purposes or become a nuisance to the neighborhood.

No person owning an animal shall allow it to stray or go upon another Residential Lot or property without the consent of Owner of such Residential Lot or property. All animals shall be on a leash when outside the Owner's Residential Lot.

The Owner or other person harboring such pet shall be responsible for taking immediate sanitary procedures to clean and remove any feces of the pet from the Property.

Any Owner or other person harboring such pet who allows it to cause or create a nuisance or unreasonable disturbance, including, without limitation, violating the foregoing sentence, shall

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be reported to the county, upon three (3) days written notice by the Association to the Owner thereof or to the person harboring such pet.

Section 6. Fences, Walls, Screens and Hedges. No fence, wall, screen or hedge shall be erected or maintained in the front beyond the front building set back line. No hedge over three (3) feet in height shall be permitted along the front Residential Lot line. No fence or hedge shall be erected or maintained which shall unreasonably restrict or obstruct sight lines or corners at any intersection or driveway with streets. No fence shall be erected around the back perimeter of the property without the permission of the ARC.

Section 7. Garbage and Rubbish. Garbage or rubbish shall not be dumped or burned or allowed to remain on any Residential Lot, except that garbage, rubbish or other debris, properly contained in metal or hard plastic receptacles, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. All refuse receptacles shall be so constructed, placed or screened so as not to be visible from any public road or from adjacent properties.

Section 8. Propane gas tanks and fuel oil tanks. All propane gas tanks and fuel oil tanks shall be placed underground.

Section 9. Residential Lot Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the properties. Within these easements, no structure, planting or other material shall be placed or be permitted to remain that will interfere with vehicular traffic or prevent the maintenance of utilities. Public and private utility companies servicing the properties shall have perpetual easements for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cable and conduits, television cables and conduits under, over and through such portions of any Residential Lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping, in the installation and maintenance of such utilities, shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. An easement is hereby reserved over the front sixteen feet (16') and over the side and rear eight feet (8') of each platted Residential Lot for utility installation and maintenance where an easement has not previously been established by the Declaration on the plat of the Properties.

Section 10. Southwest Florida Water Management District Easements. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or storm water management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Residential Lot which is a part of the Surface Water or Storm Water Management System, at a reasonable time and in a reasonable manner to operate, maintain or repair the surface water or storm water management system as required by law by the Southwest Florida Water Management District permit.

In addition, no person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

Section 11. Signs. Except for "For Sale" signs, no Sign may be erected on any Residential Lot without the advance written consent of the ARC. No Sign shall exceed twelve (12) inches by eight (8) inches in size and each Residential Lot will be limited to one Sign which shall be placed at least ten (10) feet from the front and side Residential Lot lines. All Signs shall be placed on one post, which may not exceed one (1) inch in diameter and shall be painted flat black in color. No part of the Sign or post may be taller than forty-eight (48) inches from the ground. Except in the case of Signs advertising a Residential Lot or house For Sale, no Sign may be erected or maintained for a period longer than thirty (30) days except upon written approval by the ARC. No Sign advertising a Residential Lot or house for sale shall include the price being asked by the Owner.

The ARC shall have the right to remove Signs which fail to comply with this section if the owner of the property on which the Sign is located fails to remove it within twenty-four (24) hours following notification by the ARC.

The Association may erect reasonable and appropriate signs throughout the Common Properties and Rights-of-Way. Notwithstanding any provision to the contrary, the Declarant or its assigns may erect signs at its model homes located throughout the Property.

Section 12. Parking. Owners shall provide adequate off-street parking for the parking of automobiles owned by such Owner, and shall not park or allow guests to park their automobiles on the lawns or adjacent road and street Right-of-Way overnight or for periods of time longer than four hours.

Section 13. Changes in Lot Elevation. No changes in the elevation of any Residential Lot shall be made by a contractor or Residential Lot owner which will interfere with the drainage of, or otherwise cause undue hardship to the adjoining Residential Lots.

Section 14. Gardens. Vegetable gardens for domestic use only shall be permitted with the approval and consent of the ARC as to the area, screening and location on the Residential Lot. In no event shall more than three percent (3%) of the gross square footage of the Residential Lot be utilized for gardening purposes. Any vegetable garden shall be maintained in a neat fashion and no obnoxious fertilizing materials shall be utilized or permitted. Flower beds shall be allowed without restriction as long as they do not become commercial endeavors.

Section 15. Owner Maintenance. The Residential Lots and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his property and the improvement thereon (whether vacant or occupied) in a neat and attractive condition, the ARC, its authorized agents or successors and assigns may, after ten days notice to such Owner, enter upon such property repair, maintain, and restore the improvement and to have the grass, woods and other vegetation cut, debris removed and the Resident Lot returned to the prevailing standards of appearance of the community. The ARC, its authorized agents or successors and assigns, is hereby authorized to enter upon the property to conduct such actions when and as often as the same is necessary in its judgment to maintain the Residential Lot in a fashion contemplated by this Declaration. The Owner of any such Residential Lot shall be personally liable to the Association for the cost of any such repairs and

maintenance, which costs shall be added to and become a part of the assessment, to which said Residential Lot is subject.

Section 16. Landscaping. A minimum of two percent (2%) of the construction costs shall be provided by the Owner for new landscape plant materials for each single-family residence. In addition, the Residential Lot, except where xeriscaped, must be provided with a reasonable amount of sod and irrigation. Landscaping must consider the natural cover and terrain of the Residential Lot as well as the resulting appearance of the Residential Lot. The proposed plan for landscaping must be submitted to, and approved by, the ARC prior to the time of installation of landscaping, sod and/or irrigation systems in compliance with Article VI, Sections 2 and 3, of the Restrictions.

Section 17. Underground Utilities. All utility service such as, but not limited to, electric, telephone, cable television and gas running from their main distribution line to individual homes shall be underground only.

Section 18. Mailboxes. No mailbox shall be erected or maintained upon the properties, nor shall any change in the exterior appearance thereof be made until plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted to and approved by the ARC in writing. The ARC may establish architectural criteria to be applied in determining whether to approve the design.

Section 19. Utilization of Waterborne Vehicles: Only the specifically approved waterborne vehicles may be used on the Common Properties.

1. Canoes or kayaks no larger than eighteen feet in length.
2. Any other type of waterborne vehicle not expressly prohibited herein, no longer than fourteen feet in length.
3. Propulsion systems of a human nature shall be allowed upon an approved waterborne vehicle.
4. A trolling motor of no greater than thirty (30) pounds of thrust may be allowed.
5. Specifically prohibited by this restriction are:
  - A. any propulsion systems which utilize gasoline or other petroleum based products as its fuel source.
  - B. flotation devices of all kinds.
  - C. personal water craft vehicles, commonly referred to as, but not limited to, jet skis, waverunners, and the like.
  - D. additional rules and regulations may be posted by the Association.

The prohibitions contained in this section shall not be applicable to any vehicle or equipment necessary to maintain or improve the quality of the water bodies within the Common Properties.

Section 20. Model Homes. No existing structure, nor any structure built or to be built in the future, shall ever be used for the purpose of a model home. The Declarant expressly reserves the right, and shall always have the right, to use an existing structure, and/or any structure(s) to be built in the future, as a model home.

Section 21. Utilization of the Common Properties. Rules and Regulations may be posted governing the Common Properties by the Association. Such rules and regulations shall be enforceable by the ARC as if fully set forth herein.

Section 22. Commercial vehicles. Trucks or vehicles which are used for commercial purposes, other than those temporarily present on business, shall not at any time be maintained, stored, or kept on any home site.

Section 23. Renters. Occupants of a residence other than the Owner, such as renters and lessees, are jointly and severally responsible along with the owner for maintaining the property in a manner consistent with this Declaration. Owners will so advise their occupants.

Section 24. Exclusive Contractor. Citrus Hills Construction Company, and/or its express designees, if any (herein CHCC), shall be the exclusive residential contractor, or builder, upon the Residential Lots found in 'Schedule D.'

#### ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to successors, and assigns, for a term of twenty-five (25) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Members, having sixty percent of all the Residential Lots shown on the aforesaid plat, agreeing to change such Covenants and Restrictions, in whole or in part, shall have been recorded in the Public Records of Citrus County, Florida.

Section 2. Notice. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly made when personally delivered or mailed, postage paid to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Amendments. In addition to any other manner herein provided this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and recordation of any instrument executed by:

- A. Declarant, for so long as it holds title to ten percent (10%) or more of the Residential Lots in the Property, the Declarant shall not amend this Declaration in such a way as to materially or adversely affect the interest of the then-present members, unless a majority of such Members, voting at a special meeting duly called therefor, agree to such amendment; or, alternatively,
- B. By Owners who collectively hold not less than two-thirds of the votes of the Membership in the Association, provided that, so long as the Declarant is the owner of any Residential Lots affected by the Declaration, the Declarant's consent to such amendment, change, addition, derogation or deletion must be obtained in writing prior to such amendment.

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- C. The Declarant shall provide to the Board, for prior notice, any changes to the Declaration made through paragraph A, above, thirty (30) days prior to being recorded in the Public Records.
- D. The Board shall provide to the Declarant, for prior notice, any changes to the Declaration, made through paragraph B, above, thirty (30) days prior to being recorded in the Public Records.

Any amendment to this Declaration which alters any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, as required by law, must have the prior approval of the Southwest Florida Water Management District.

Section 4. Enforcement. The Association, the Declarant, an Owner or the ARC may enforce these Covenants and Restrictions by proceedings at law or in equity against any person or persons either to restrain the violation or to recover damages and against the land to enforce any obligation created by these Covenants. The failure of the Association, the Owner(s) or the ARC to enforce any provision contained herein of this Declaration shall not give rise to the right of any Owner to compel the Association to enforce these Covenants and Restrictions, or to otherwise perform its obligations hereunder. Should the Declarant, the Association, the Owner or the ARC bring any action or suit, either at law or in equity, or both to enforce this Declaration, it shall be entitled, in addition to all other relief provided by law, to an award of reasonable attorneys' fees and costs, including all costs incurred at all appeals.

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

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the feminine and the neuter.

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**SCHEDULE A**

Description of the Existing Property of Canterbury Lake Estates:

**Canterbury Lake Estates**

Plat Book 14, Pages 101-110, inclusive,  
of the Public Records of Citrus County, Florida,  
as recorded on the 24 day of October 1990.

**Canterbury Lake Estates Minor subdivision**

Official Record Book 1146, Pages 337-342 inclusive,  
of the Public records of Citrus County, Florida,  
as recorded on the 12 day of March 1997.

**Canterbury Lake Estates First Addition**

Plat Book 16, Pages 34-36 inclusive,  
of the Public Records of Citrus County, Florida,  
as recorded on the 8 day of January 1998.

**Canterbury Lake Estates Second Addition**

Plat Book 16, Pages 80-86 inclusive,  
of the Public Records of Citrus County, Florida  
as recorded on 11 day of February 1999.

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**SCHEDULE B**

**RESIDENTIAL LOTS AFFECTED BY THE ADDITIONAL ANNUAL ASSESSMENT**

All Residential Lots affected by the Additional Annual Assessment are located in the Second Addition. They are:

- Block E, Lots 17-31
- Block F, Lots 15-67
- Block G, Lots 9-17
- Block I, Lots 1-51
- Block J, Lots 1-21
- Block K, Lots 1-22

**SCHEDULE C**  
**RESIDENTIAL LOTS WITH EXCEPTION TO REAR LOT LINE**

These Residential Lots are all of Canterbury Lake Estates Second Addition as recorded in Plat Book 16, Pages 80-86, Public Records of Citrus County, Florida.

Block F, Lots 15 through 19, Lot 27 through 64 and Lot 67  
Block I, Lots 1 through 39

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**SCHEDULE D**  
**RESIDENTIAL LOTS SUBJECT TO EXCLUSIVE RESIDENTIAL CONTRACTOR**

Citrus Hills Construction Company, and /or its express designees, if any (herein "CHCC"), shall be the exclusive residential contractor, or builder, upon the following Residential Lots:

In Canterbury Lake Estates

Lots 2, 4, & 5, Block A; Lot 14, Block B; Lot 45, Block C; and Lot 13 Block D all of this subdivision, as recorded in Plat Book 14, Pages 101-110, Public Records of Citrus County, Florida.

In the Minor Subdivision

Lot 5 of the Minor Subdivision in Section 22, Township 18, Range 19 East, Citrus County, Florida, as more particularly described in O. R. Book 1146, Pages 337-342, Citrus County, Florida.

In the First Addition

Lots 1-16, Block E; Lots 6-14, Block F; Lots 1-8, Block G; and Lots 1-25, Block H all of Canterbury Lake Estates First Addition, as recorded in Plat Book 16, Pages 34-36, Public Records of Citrus County.

In the Second Addition

Lots 17-31, Block E; Lots 11A, 12A, & 15-67, Block F; Lots 9-17, Block G; Lots 1-51, Block I; Lots 1-21, Block J; and Lots 1-22, Block K all of Canterbury Lake Estates Second Addition as recorded in Plat Book 16, Pages 80-86, Public Records of Citrus County.

No dwelling Unit may be constructed upon any of such Residential Lots unless constructed by CHCC.

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