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Richard A. [Signature]
Clerk of Circuit Court
Hillsborough County, Fla.
By *Raymond Duran, D.C.*

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This Document Prepared By
and Return to:
Judith L. James, Esquire
Molloy, James & Peterson
325 South Boulevard
Tampa, FL 33606

FILED
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FLORIDA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CANTERBURY

THIS DECLARATION, is made this 23 day of Nov
1993 by TAYLOR DEVELOPMENT GROUP, INC., a Florida corporation, hereinafter called
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Hillsborough County, Florida,
which is more particularly described on Exhibit "A" which is attached hereto and by this reference
made a part hereof (the Property); and

WHEREAS, for the purposes stated hereinafter, Declarant desires to impose upon such
property certain covenants, conditions and restrictions which will touch and concern such property
and are intended by Declarant to be covenants running with the land.

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

ARTICLE I
Definitions

The following words or letters when used in this Declaration (unless the context shall
prohibit) shall having the following meanings:

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation, and
any recorded amendment thereto, of the Association.

Section 2. "Association" shall mean and refer to CANTERBURY HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean the Bylaws, and amendments thereto, of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and those areas dedicated to Hillsborough County, Florida, which Declarant has elected to continue to maintain. The Common Area to be owned or maintained by the Association at the time of the conveyance of the first Lot by Declarant includes but it not limited to the retention areas, the park and the TECO right-of-way as shown on the proposed plat, a copy of which is attached as Exhibit B. Upon completion of the wall along Gunn Highway and dedication of same to the Homeowners Association, the wall shall become Common Area.

Section 6. "Declarant" shall mean and refer to Taylor Development Group, Inc., a Florida corporation, its successors and assigns.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for CANTERBURY.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 9. "Member(s)" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation and the Bylaws. References herein to "members" shall mean "Members" and vice versa. Voting rights of the members are set forth in Article III.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Properties" shall mean and refer to that certain real property hereinabove described, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by recording Supplemental Declarations.

ARTICLE II Property Rights

Section 1. Easements of Enjoyment. Each Owner shall have a nonexclusive 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, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period in which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations

(c) Dedication. The Association's right to dedicate or transfer 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 present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VI, Section 16, below.

(d) 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.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Operation of the Common Area. The Association shall at all times operate, supervise, control and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in Common Area and shall employ the necessary personnel required therefore.

Section 4. Lot Easements. Each Lot Owner shall be responsible for the maintenance of all easements situated on his respective Lot for utility and drainage purposes. A buffer for planting may be reserved upon certain lots if shown upon the plat. The Homeowners Association will own and maintain this buffer.

Section 5. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association.

Section 6. 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 Section 5. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 7. 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.

ARTICLE III Membership and Voting Rights

Section 1. Membership. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to the assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be all those Owners, as defined in Section 1, with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such Lot shall be exercised at they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for every Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to Class A membership upon the earliest of the following events:

- (1) When the total aggregate votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) Five (5) years from the date of the recording of this Declaration among the public records of Hillsborough County, Florida.
- (3) On a date specified at the option of the Declarant.

ARTICLE IV

Covenant for Maintenance and Operation Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association, as hereinafter provided:

(a) Annual assessments or charges, which shall include assessments for the maintenance and operation of the Common Area and shall include such reasonable reserves as the Association may deem necessary. These annual assessments may be collected in monthly, quarterly or yearly payments; and

(b) Special assessments for capital improvements as provided in Section 3 of this Article. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established and collected from time to time as hereinafter provided; and

(c) Other assessments as hereinafter provided for.

The annual, special and other assessments, together with interest thereon and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest thereon and costs of collection of the same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. All assessments, whether annual, special or other imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot and may be collected on a monthly, quarterly or yearly basis, as directed by the Board of Directors.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Property and for the improvement, repair, replacement and maintenance of the Common Area including, but not limited to, payment for operation and maintenance of improvements to the Common Area, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board of Directors of the Association, benefits all Lots, including the necessary fixtures and personal property related thereto.

Section 4. Other 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. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The annual assessment shall be payable in monthly installments due on the first day of each calendar month, or in annual or quarter-annual installments if so determined by the Board of Directors. The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the amount of assessment against each Lot subject to the Association's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Property and assessments applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Lot Owner liable for said assessments, a certificate in writing signed by an Officer of the Association setting forth whether said assessments have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid.

From time to time, the Association, through actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firm or corporations, for the purpose of providing professional management, operation of and maintenance of services for the Common Area.

Section 7. Amount of Monthly Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$16.00 per month per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased, each year, not more than Ten Percent (10%) above the maximum assessment for the previous year, without a vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above Ten Percent (10%) by a vote of two-thirds (2/3) of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, and the quorum for such a meeting shall be at least Sixty Percent (60%), in person or by proxy, of all voting members, and if said quorum is not attained, a second meeting may be called at which the quorum requirement shall be reduced to Thirty Percent (30%).

(c) The assessment for each Lot owned by a Class A member shall be equal to the assessment for each other Lot owned by a Class A member. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

(d) Special assessments, as described herein may be made by the Board only by same vote and quorum requirements as is described in subsection (b) above of this Section 6.

Section 8. Effect of Nonpayment Assessment; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative, successors and assigns.

¶ If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of Eighteen Percent (18%) per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees and the costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to, or an interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 8 of this Article.

Section 9. Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall be subordinate to any tax lien and to the lien of any first mortgage encumbering any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer 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 shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment that cannot be collected as a lien against a Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to the jurisdiction of the Association, including the Lot as to which the foregoing, or conveyance in lieu of foreclosure, took place.

Section 10. Homesteads. 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.

Section 11. Effect on Declarant. Declarant shall be liable for assessments against Lots owned by the Declarant which are not and will have not been previously occupied at the same rate of Owner-occupied Lots; except, Declarant may elect to pay assessments on such Lots at the rate of 25% of the assessment provided for Owner-occupied Lot in such event Declarant shall further pay for any deficit(s) that the Association may incur incident to its operations.

Section 12. Trust Funds. The entire amount of all regular and special assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots, as

their interest may appear, until disbursed as contemplated herein for the purposes for which the assessments were collected.

Section 13. Notice of Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 7 hereof, shall be sent to all Members not less than fifteen (15) days, nor more than sixty (60) days in advance of the meeting and shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessment. If the required quorum is not present at the first meeting, another meeting may be called subject to the same notice requirements and the requirement quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than seventy-five (75) days following the preceding meeting.

Section 14. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

ARTICLE V Architectural Control

Section 1. Architectural Control Committee. In order to assure that the residences and other buildings, structures and improvements in the subdivision covered by this Declaration will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the "ACC"). The ACC shall be initially composed of Todd Taylor, Melissa Taylor, and Steve Jones. The address of the ACC is 18818 Arbor Drive, Lutz, Florida 33549. However, at such time as all of the Lots in the subdivision have been sold by Declarant or at any time chosen by the initial members of the ACC, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors

Section 2. Purpose and Powers of the ACC. The ACC shall have the power to regulate those matters described in this Article V. The power to regulate shall include the power to prohibit

those buildings, structures or improvements deemed inconsistent with the provisions of this Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure or improvement and a detailed site plan showing its proposed location, and ACC shall have approved such plans and specifications and detailed site plan, in writing. The approval of said plans and specifications by ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by ACC for its permanent records.

It is the intention of this provision to vest in ACC the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans specifications and detailed site plan as approved by ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without ACC's prior written approval in the manner above provided.

All of the foregoing approvals of ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plan of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creations and preservations of the general plan of development intended to be created and preserved by this Declaration.

ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument

executed and acknowledged by ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within ten (10) working days after submission. If ACC does not take action to either approve or disapprove the submission within ten (10) working days after receipt of the plans and specifications, the request shall be deemed approved.

Section 3. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any error in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, nor for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

Section 4. Submission of Plans and Specifications for Review by ACC. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC.

ARTICLE VI General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the Property, and shall insure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least seventy-five percent (75%) of each class of voting members. This and any Supplemental Declarations may be amended as provided in Section 5 of this Article.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarant, the

Architectural Control Committee, The Association or any Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least seventy-five percent (75%) of each class of the voting members. This Declaration may be amended during the first twenty (20) year period by an instrument signed by at least seventy-five percent (75%) of each class of the voting members, and thereafter by an instrument signed by not less than fifty percent (50%) of the voting members, said amendment shall have the prior approval and be contingent upon the approval of the Federal Housing Administration and/or Veterans Administration before being effective as to the Lots in the Property. Provided, however, that no such amendment shall adversely affect the rights and duties of the Declarant hereunder without its prior written consent thereto. Any such amendment shall be recorded in the public records of Hillsborough County, Florida.

Section 6. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA), as determined necessary by the Class B membership:

- (a) Mortgaging of Common Area;
- (b) Dedication and conveyance of Common Area;
- (c) Annexation of additional Property;
- (d) Amendment of this Declaration of Covenants Conditions and Restrictions; or
- (e) Merger, consolidation and/or dissolution of CANTERBURY HOMEOWNERS ASSOCIATION, INC.

This Declaration is being submitted to the FNMA, the FHA, and the VA for approval.

Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogated from, the provisions of this instrument in the manner and to the extent required by the FNMA, the FHA or the VA in order for such organizations to approve financing of residential houses on Lots within the Property. FNMA, FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the FNMA, the FHA, or the VA pursuant to this provision.

Section 7. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage hold or insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and Bylaws of the Association, any rules and regulations concerning the Property, and the books, records and financial statements, for the immediate preceding fiscal year of the Association.

Section 9. Effective Date. This Declaration shall become effective upon its recordation in the Hillsborough County Public Records.

Section 10. Encroachment Easements. In the event that any Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any Common Area shall encroach upon on any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

Section 11. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or Bylaws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern.

Section 12. Interpretation. When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

Section 13. Additional Land. The Declarant reserves the right to annex additional land adjacent to the property which is the subject of this Declaration, and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration without the approval of Class A membership. Upon filing of a Supplemental Declaration, the Lot Owners of the annexed real property shall be members of the CANTERBURY HOMEOWNERS ASSOCIATION, INC. and shall enjoy all the rights and privileges thereto. No other additional real property may be annexed or added to the Property unless upon the prior approval of at least two-thirds (2/3) of all voting members.

Section 14. Mortgage or Conveyance of Common Area. The Common Area, or any part of the common area, can not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Class A Members.

Section 15. 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 III, 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 days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of members entitled to cast at least sixty percent (60%) of the votes, pursuant to Article III, Section 2, outstanding constitutes a quorum.

ARTICLE VII Restrictions on Subdivision Lots

Section 1. Use. No Lot shall be used except for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed Thirty-Five Feet (35') in height, patios, porches, garages, a swimming pool, landscaping, walls, fencing driveways and sidewalks appurtenant thereto. Each dwelling must have a minimum of a two-car garage. No carports shall be allowed. Flat roofs shall be permitted only over Florida rooms, porches or patios at the rear of the unit. All other roofs shall be pitched and constructed with fiberglass shingles to conform to

existing roofs, or other roofing if approved by the ACC. All such improvements must be approved in writing by the ACC prior to commencement of construction.

Section 2. Outbuildings Prohibited. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. Cabana or pool houses shall be permitted. However, the provisions of Sections 25 and 26 of this Article VII shall supersede this section.

Section 3. Minimum Residence Size. No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of garage, porches, patios and lanais shall be not less than 2000 square feet. However, living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.

Section 4. Minimum Lot Size. No Lot shall be divided, resubdivided or reduced in size by any method whatsoever, unless all portions of said Lot be used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. More than one (1) Lot under one (1) ownership may be used for one (1) dwelling, in which event this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat.

Section 5. Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraphs 25 and 26 of this Article. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

Section 6. On Site Construction Required. No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by the Declarant or builder in connection with construction work and activities engaged upon any Lot.

Section 7. Animals. No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any public street or the private property of others without the express or implied consent of the Owner thereof; and provided further that no more than a total of three (3) such animals may be kept on any Lot.

Section 8. Signs. No signs of any kind, including "For Rent", "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than two square feet in size, advertising the property for sale or rent; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Paragraph 25 herein are exempt from this Section 9.

Section 9. Antenna. No television antenna, other antenna, radio master, aerials, wires, power poles, electro magnetic devices or appurtenances thereto, satellite or microwave dish, or similar device of any type shall be erected, installed or maintained on the exterior of any Lot or upon any improvement within the Property without the prior permission of the ACC and provided same is not visible from any other Lot or street.

Section 10. Mechanical Equipment. No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is enclosed, screened, covered and installed so as to be an integral part of the architectural design of the building and shall first have been approved in writing by the ACC, except that solar energy collectors or panels, if used, may be installed on the roof of any building or structure or in any exposed location, if harmoniously done and if approved in writing by the ACC.

Section 11. Trees. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or cutting of trees shall be performed in violation of law or of this Declaration.

Section 12. Fences, Wall, and Hedges. No fence or fence walls shall be constructed, erected, or maintained on or around any portion of a Lot that is in front of the front setback line of the Lot, except for the model center on a temporary basis and only while such models are used for

sales purposes. Corner lots shall be deemed to have two front lines for the purpose of this Section. Fences shall be of cedar or such other materials approved by the ACC and must be kept in good condition and repair. No fencing of chain link or other wire materials are permitted to remain on any Lot. No fence of fence wall shall exceed a height of six (6') feet. All fences shall be erected in such a manner that the finished side faces out and the fence posts are located on the inside of the fence.

Section 13. Sidewalks. Simultaneously with the construction of a dwelling on any Lot, a four (4) foot wide concrete sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with site plan of such Lot approved by the ACC.

Section 14. Commercial Uses. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Hillsborough County as a Home Occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except as set forth in Paragraphs 25 and 26 of this Article.

Section 15. Appearance of Lots. No lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improvements are or are not located, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

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 services, if placed in a neat and sanitary manner curbside within twelve (12) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

Section 16. Lot Upkeep and Maintenance. All Lot Owners with completed residences thereon shall keep and maintain such Owner's Lot (including but not limited to that portion of the Lot between sidewalks, if any, and the street), together with the exterior of all buildings, structures and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation, having the grass regularly cut, and the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth; together with painting, repairing, replacing and caring for roofs, gutters,

downspouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted. No Owner shall allow any grass or weed on his or her Lot to attain a height in excess of three (3) inches.

Section 17. Repairs of Motor Vehicles. No inoperative cars, trucks, trailers, motorcycles or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition as determined by the Committee.

Section 18. Initial Construction, Repair and Rebuilding. Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within six (6) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the ACC for approval for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design difference from that which existed prior to the date of the casualty.

Section 19. Window Air Conditioners. No window air conditioning unit shall be installed in any window which is visible from any street.

Section 20. Street Lighting. Each Lot may be subject to the power and authority of the Lighting District created by Hillsborough County. If at any time hereafter Declarant requests that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as otherwise provided by law, all Owners of such Lots will upon written request by Declarant: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and,

(iv) join in any petition to annex contiguous property to the street lighting district.

Section 21. Exemption of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns or its contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Properties. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Declarant and its designated assigns.

Section 22. Exemption of Declarant and Designated Builders. Every person, firm or corporation purchasing a Lot recognized that Declarant or designated builders shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities, general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

Declarant's and builder's rights under the preceding sentence shall terminate on December 31, 1997, unless prior thereto Declarant has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lot which Declarant or builder may own. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant in conflict with this paragraph shall be deemed inoperative as to Declarant or a designated builder.

Section 23. Landscaping. All portions of any Lot not used for Improvements shall be landscaped, within one year after issuance of a Class A Membership therefor, utilizing "long lived" ground-cover, sod, shrubs, trees and other materials. Every lot improved with a Unit shall be landscaped as approved by the Committee. The landscaping of each Lot having once been installed shall be maintained in a neat attractive, sightly and well kept condition, which shall include lawns, moved, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and appropriate pruning of plant materials.

Section 24. Reflective Glass. No reflective glass windows shall be utilized in any Improvements constructed within the Property.

Section 25. Swimming Pools. Any swimming pool constructed on any Lot shall be subject to comply with all applicable governmental or quasi-governmental codes, permits or regulations, including but not limited to the County setback requirements in addition ;to the following restrictions, reservations and conditions:

(a) no above ground pools will be permitted. Pool water level must be maintained at all times at or within one (1) foot of the developed Lot grade. Pools will be located in year yard only.

(b) On interior Lots, the outside edge of any pool may not be closer than five feet (5') to the side Lot line not closer than seven and one-half feet (7-1/2') to the side Lot line nor closer than seven and one-half (7-1/2') to the rear lot line. Corner lots will be reviewed by the Committee on an individual basis.

(c) no screening of pool area may be closer than seven and one-half feet (7-1/2') to the side Lot line on interior Lots. Corner lots will be reviewed by the ACC on an individual basis.

(d) pool screening may not be higher than thirty-five (35) feet or the higher edge of the roof, whichever is lower.

(e) The pool itself must be enclosed with a fence not less than five (5) feet in height or enclosed with screening. The entrance gate to the back yard, or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty inches (40") above the ground. The fence of a neighbor, where sufficient to meet the above standards, may be utilized to secure a pool.

Section 26. Consent of Mortgagees. Village Bank of Florida, Inc., a Florida banking corporation, is the holder of that certain mortgage encumbering the properties, recorded at Official Records Book 6984, Page 1928, Public Records of Hillsborough County, Florida. Said mortgage

holder hereby joins in and consents to the recording of this Declaration, and agrees that the liens of their respective mortgages are subordinate and inferior to the Declaration.

- **Section 27. Outdoor Clotheslines.** All clothes lines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of the Unit and shall not be visible from the street.

**ARTICLE VIII
OPERATION, MAINTENANCE AN MONITORING OF DRAINAGE 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 the District permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for maintenance, repair and replacement of common elements and drainage facilities in perpetuity.

Section 2. It shall be responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply 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 (SWFWMD).

Section 3. It is the lot owner's responsibility not to remove native vegetation (including cattails) that become 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 should address any question regarding authorized activities within the wet detention pond to SWFWMD, Tampa Permitting Department and all other appropriate governmental entities, including the Hillsborough County.

Section 4. 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, buffer areas, drainage easements and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4. The Fifteen foot (15') wide upland buffer, preserved around each wetland shall be preserved without maintenance of any kind, including mowing, trimming, fertilizing, or use of pesticides, introduction of plants, and dumping building, etc.

Section 5. Lot Owners are notified that this Property is subject to the requirements of Permit MSW No. 405162.02 issued by the Southwest Florida Water Management District. In addition, the Buyer is required to inform the Southwest Florida Water Management District at the

beginning of construction that a Professional Engineer registered in Florida has been retained to supervise construction, and upon completion of construction on this parcel or lot, the buyer must submit to the District a Statement of Completion and as-built certification of compliance with the permit.

Section 6. Lot Owners are hereby notified that this Property is subject to the requirements of a MSW Permit No. 405162.02 issued by the Southwest Florida Water Management District.

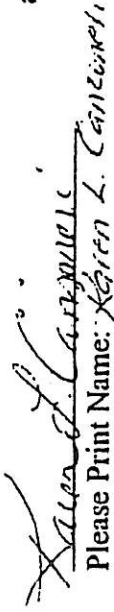
Section 7. Ponds, Cypress Trees and Conservation Areas. Any ponds or other water retention area on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds are located. The area(s) shown as wetland conservation easement, upland conservation easement, private drainage easement or public drainage easement on any recorded plat of the Property, shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or bionomics thereof, is hereby prohibited. It is the intention of Declarant that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. Notwithstanding the foregoing, Declarant may change, disturb and affect such areas as permitted or required by law in the course of the development of the Property or Declarant's other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this paragraph, to be the present and existing condition, character and state thereof.

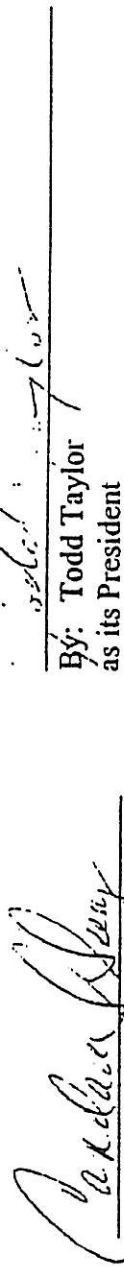
IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed in its corporate name, by its duly authorized officer, and its Corporate seal to be affixed hereto the day and year first above written.

WITNESSES

TAYLOR DEVELOPMENT GROUP, INC.,

a Florida Corporation


Please Print Name: Karen L. Campbell


By: Todd Taylor
as its President

Please Print Name: Channah S. Sorey

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

OFF: 7201PG 176
REC:

The foregoing instrument was acknowledged before me this 2nd day of November, 1993 by Todd Taylor, as President of Taylor Development Group, Inc., a Florida corporation, on behalf of said corporation. He is personally know to me or has produced _____ as identification and did (did not) take an oath.

My Commission Number:

Taylor L. Canzoneri
Notary Public

My Commission Expires:

Taylor L. Canzoneri
Print Name

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 6, 1995.
BONDED THIRD NOTARY PUBLIC UNDERWRITERS.

WITNESSES:

VILLAGE BANK OF FLORIDA, INC.
a Florida banking corporation

Taylor L. Canzoneri
Please Print Name: Taylor L. Canzoneri

Carla S. Seery
Please Print Name: Carla S. Seery

[Signature]
By: D. Bruce McDowell, Exec. Vice Pres.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2nd day of November, 1993 by D. Bruce McDowell as Executive Vice President of Village Bank of Florida, a Florida banking corporation. He/she is personally know to me or has produced _____ as-identification and did (did not) take an oath.

My Commission Number:

Taylor L. Canzoneri
Notary Public Taylor L. Canzoneri

My Commission Expires:

Taylor L. Canzoneri
Print Name

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 6, 1995.
BONDED THIRD NOTARY PUBLIC UNDERWRITERS.

