



Prepared by:
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INSTR # 2001212904

OR BK 04868 PG 1158

RECORDED 12/10/2001 10:40 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK S Wiggins

DEED RESTRICTIONS Canterbury Phase Two

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS: That whereas the undersigned is the owner of property located in Polk County, Florida, and more particularly described as follows:

Canterbury Phase Two, as recorded in Plat Book 116, Pages 39&40, of the Public Records of Polk County, Florida (the "Property").

THEREFORE, THESE PRESENTS WITNESSETH: For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such Subdivision, the undersigned do hereby impose the following restrictions upon the Property described above, for themselves, and their successors and assigns.

1. THE ASSOCIATION: Shall mean and refer to Canterbury Property Owners' Association, Inc., a Florida non-profit corporation.

1.1 PROPERTY OWNERS' ASSOCIATION: Each lot owner shall automatically become a member of the Canterbury Property Owners' Association, Inc., upon acquiring a fee simple interest in any lot, and will maintain membership in the Association, in good standing, and abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, as may be amended from time to time. The membership shall be appurtenant to, and may not be separated from ownership of any lot. Pursuant to provisions of the Articles of Incorporation of the Canterbury Property Owners' Association, Inc., the membership of the Association may be expanded by the Developer to include owners of lots in subsequent units of the proposed development.

2. THE DEVELOPER: Shall mean and refer to the record owner of the property, Canterbury Partnership, a Florida general partnership.

3. COMMON AREA: Shall mean all real property, including any improvements thereto, owned by the Association at the time of recording this Deed Restriction, and any property later owned by the Association or in which the Association has an interest.

The Common Area shall include, but is not limited to:

1. Tracts A, B & C as set forth on the recorded Plat as recorded in Plat Book 102, Pages 14 & 15, Polk County, Florida.
2. The Island at the front entrance to the Subdivision and improvements thereto.
3. All landscaping and improvements fronting Campbell Road, including, but not limited to, the utility, wall and landscape easement as set forth in the Plat, as recorded in Plat Book 102, Pages 14 & 15 and the easement on Lot 1 granted to the Canterbury Property Owner's Association.

Every lot owner shall have a right and easement of enjoyment in and to the common area. Also, the Association shall have the right and responsibility to maintain the common area.

4. **ASSESSMENT:** The initial annual assessment shall be \$100.00 and shall be due in advance on January 1, 2002, for all existing lot owners other than the Developer. This assessment may be changed by a two-thirds majority of the total of both voting classes of membership as designated in the By-Laws of the corporation. The annual assessment provided for herein shall commence as to all lots on the conveyance of the individual lot or lots from the Developer to the purchaser, or the conveyance from a lot owner to a subsequent lot owner. The amount of the assessment shall be prorated for the number of days the lot is owned by someone other than the Developer. The initial assessment shall not change until the Association votes to do so.

5. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may impede or change the direction of flow of drainage channels in the easements. The easement are of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All utilities will be underground. All easement areas not within a lot shall be maintained by the Association, to a standard of aesthetically pleasing, and clean and neat.

6. **LOT AND DRAINAGE MAINTENANCE:** No lot without a house constructed thereon shall be used for parking purposes nor shall any lot be used, without express written permission of the Developer or the Association for ingress, egress, utility or drainage purposes (except as provided on the Subdivision plat) to adjacent property. No major alteration of ground elevation shall be permitted on any lot without the written permission of the Association. The integrity of the drainage design of the Subdivision must be maintained, and no lot owner shall impair or divert any manmade drainage structures areas and/or easements within or adjacent to the Subdivision. In addition, no owner of property within the Subdivision may construct or maintain any building, residence, or other structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in Southwest Florida Water Management District General Management Surface Water Permit No. 44012808.001 and the Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Florida Administrative Code Rule Chapter 40D-4. Each lot owner shall be required to maintain any portion of the drainage design or drainage structures located on his/her lot. Drainage and water control easements may not be fenced so as to obstruct waterflow or deny access thereto for maintenance and cleaning purposes.

7. **RESIDENTIAL PURPOSE AND STORAGE BUILDINGS:** No platted lot shall be used except for residential purposes. No building shall be erected; altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private attached garage for not less than two cars. All garages must be enclosed, and carports are not permitted. All residences shall have a minimum of two (2) car garage attached. Small yard storage or workshop buildings will be permitted up to one hundred and twenty square feet (120), and shall be placed only at the rear of the residence. Any small yard storage or workshop building must be of the same architectural design as the family dwelling, including, but not limited to, in the material used to construct the family dwelling. For example, if the family dwelling has siding material then, the workshop or storage area must have matching siding.

8. **SETBACKS AND SQUARE FOOTAGE REQUIREMENT:** The Setback requirements shall be the minimum as provided by Polk County Zoning Laws, at the time of execution of these Restrictions. (See attached Exhibit "A") No residence shall be constructed closer to the front lot lines than fifteen (15) feet. No dwelling shall be permitted on any lot containing a ground floor living area, exclusive of one-story porches and garages, of less than one thousand (1000) square feet for a two-story house, or sixteen hundred (1600) feet for a one-story house. No dwelling may consist of more than two (2) stories in height.

9. **MINIMUM LOT:** No lot shall be reduced in size by any method whatsoever, except by the Developer. No lot may be enlarged by consolidation with one or more lots under one ownership. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat, except by the Developer herein.

10. **PLAN APPROVAL:** For the purpose of further assuring development of the lands

in the Subdivision as a residential community of high standards, quality and beauty, the architectural plans and the location of any improvements thereon, as well as any additions to any residence, must be approved in advance, in writing, by the Developer or, its duly authorized agent or assigns, until such time as the Developer owns ten (10) lots or less. Thereafter, the architectural plans and the location of any improvements shall be approved, in writing, by the Association or a committee of the Association. The requirements of plan approval by the Developer includes, but is not limited to swimming pools and patios, whether the same are attached to the residence or separated therefrom, or substantial alterations of the exterior appearances of completed residences, to be constructed, erected, made or otherwise done within said Subdivision.

11. **DESTROYED IMPROVEMENTS; COMPLETION OF CONSTRUCTION:** No building or improvement which has been partially or totally destroyed by fire, or other casualty, shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If not reconstructed or repaired within six (6) months, the owner shall raze and remove the building or improvement from the lot promptly thereafter. In the event the Owner does not remove the improvements, as stated herein, the Developer reserves the right to do so, and the owner agrees to be liable for the cost to arrange and remove the improvements.

12. **MATERIAL CONSTRUCTION:** Residences may be constructed of wood, brick, stucco, or concrete block or a combination of these materials. Any residence which is constructed with concrete block shall be stuccoed on all four sides, or covered with siding. Painted concrete block is not acceptable. All construction shall be new construction and no used building or structures shall be moved onto any lot. Any prefabricated or modular single-family residences must be specifically approved in writing by the Developer.

13. **REUSE WATER:** The lots are provided with reuse water which is not potable water. The Owner agrees to only use the reuse water for lawn sprinkling and irrigation, when available. The Owner agrees to not disconnect or alter the reuse water hookup provided to each lot.

14. **TEMPORARY BUILDINGS:** Trailers, tents, shacks, barns or other temporary buildings of any design whatsoever are expressly prohibited within this Subdivision. No temporary residence shall be permitted. No accumulation of building or other materials or machinery of any kind not customarily found on a residential lot shall be permitted within this Subdivision. This shall not prohibit, however, the accumulation of materials which shall be used for the construction of a residence. Temporary buildings may be used by the Contractor and Developer during construction, which shall be removed from the premises upon the completion of said construction.

15. **NOXIOUS ACTIVITIES:** No noxious or offensive activity shall be carried on upon any lot, nor shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, kept, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No agricultural activities on a lot shall be permitted which results in the sale of an agricultural product grown on the premises, whether sold in or out of the premises.

17. **SIGNS:** No signs of any kind shall be displayed to the public view, on any lot, except one professional sign of not more than one square foot, or one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

18. **DUMPING:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Waste of any kind shall not be kept, except in sanitary containers.

19. **FENCES:** No fences are permitted, except chain link, post and rail or other "see thru" fences, except privacy fences shall be permitted only if erected "good side" facing out. No fences shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. The balance of the lot maybe fenced or hedged, not exceeding six (6) feet in height.

20. **FRONT YARD RESTRICTIONS:** Fences, satellite dishes, storage sheds, and

swimming pools, shall be installed only in the rear yard. However, satellite dishes less than two (2) feet in diameter, may be placed on the rear wall of a residence, only.

21. LOT MAINTENANCE: Each lot owner shall be responsible for lot and yard maintenance, and shall keep the same clean and neat, whether or not improvements shall have been constructed thereupon. The grass, shrubbery and vegetation shall be regularly mowed and trimmed. All lots shall be kept free of debris, trash, unsightly weeds and litter. All lawn mowers, bicycles, building materials and unsightly objects must be kept out of view. For the purposes of creating and maintaining an area which contains attractive, interesting and distinct home sites, and to eliminate unsightly conditions in said Subdivision, and to avoid fire and health hazards therein, the Developer or the Association may, upon any lot in said Subdivision, and platted of record, in order to cut, clean and remove grasses, weeds, debris, trash or refuse. In the event the Developer or Association takes such action, the Owner agrees to be liable for the costs of the same.

22. RV's, BOATS, ETC: Recreational vehicles, trailers, boats and boats on trailers, may not be parked on the lot closer to the street than a line across the lot at the front most wall of the dwelling from the street. Any such vehicle, boat or trailer that remains unlicensed for a period of ninety (90) days will be considered to be junk and must be removed. There shall be no parking of any vehicles on the streets in the subdivision for more than twenty-four consecutive hours. If the Developer or the Association is required to remove it, the owner shall be liable for the costs of such removal, including a reasonable attorney's fees and costs.

23. MECHANIC WORK: Minor mechanic work may be done on the premises. However, any car or other vehicle left on jacks or blocks for more than fifteen (15) days outside the garage shall be considered to be junk and must be removed.

24. VIOLATIONS: Where a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot or building plot in a manner as to constitute a violation or violations of these covenants and restrictions, the Developer in its sole discretion, shall have the right at any time to release the lot or building plat or portions of it, from any part of the covenants and restrictions as are violated. In the event the Developer releases a lot or part thereof, such release shall not operate as a waiver of any other provisions of these restrictions.

25. SOD AND SEED: Front and side yards shall be sodded with an appropriate grass and rear yard may be sodded or seeded prior to occupation of the house thereon. "Front yard" shall include the area between the house and the blacktop road. Lots having frontage on two or more roads shall have front yards on each road as defined herein. No gravel lawns shall be permitted. Each building site shall be attractively landscaped, which shall include planting and maintaining no less than two (2) shade trees, one in front and one in rear yard.

26. BREACH: In the event of any violation or breach of any of these restrictions, the Developer, or its successors or assigns or the Association, as the case may be, shall have the right to proceed at law or in equity to compel compliance with the terms herein, or to prevent the violation or breach of any of them. Also, the Developer or its successors, or assigns, or the Association, as the case may be, may proceed to recover damages for any violation or breach of any provision of these restrictions. The failure to enforce any right, reservation, restriction, or conditions contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto, and shall not bar or effect its enforcement. The invalidation of any of these restrictions by judgment or court order, shall in no way effect any of the other restrictions herein imposed.

27. ENFORCEMENT: Each owner, by accepting a fee simple interest in any lot in said Subdivision, does hereby and thereby agree to be bound by all the conditions, limitations, reservations, and restrictions as contained herein, and as set forth in the Articles and By-Laws of the Association. In the event the owner of any lot shall breach any of the conditions, limitations, reservations and restrictions herein contained, said owner agrees to pay all costs, including a reasonable attorney's fee, and costs, whether incurred prior to or after judgment or trial, including at the appellate level, for the enforcement of said conditions, limitations, reservations and restrictions.

28. ASSOCIATION POWERS: The Association is empowered, but not required:
 - 28.1 To enforce these Restrictions or any amendments or restatements, either for its own account or in conjunction with other lot owners.
 - 28.2 To modify or waive these Restrictions, without liability, on a reasonable basis to prevent hardship in the placement of any structures upon any lot or the placement of a garage with a side yard entrance.
 - 28.3 To maintain or improve all common areas including, but not limited to, those listed in paragraph 3 above, and to promote rules and regulations for the use of same.
 - 28.4 To maintain and improve traffic control signs and Subdivision name designation signs within the Subdivision.
 - 28.5 To maintain and improve private lighting for either decorative effect or security purposes within the common areas.
 - 28.6 To appoint a Building Committee which need not consist of lot owners to exercise the powers provided in paragraph 10 herein and to review plans and specifications required by lot owners to be submitted hereunder, which Committee for an on behalf of the Association shall give permission in writing or rejection in writing, as the case may be, to said lot owners. No member in the Building Committee shall in any way be subject to liability for granting or failing to grant modifications, waivers, approvals or permissions for any plans, specifications or requests brought before the Committee by any person.
 - 28.7 It shall have the right, but not the duty, to initiate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.
 - 28.8 To obtain casualty or liability insurance covering the common areas and the improvements contained thereon, and to cover the actions of directors, officers, committee members and employees of the Association. It may bond, if desired, directors, officers, committee members and employees of the Association.
 - 28.9 To pay real estate taxes, insurance premiums, utilities and other costs attributable to the improvements and use thereof in common areas within the Subdivision.
 - 28.10 To maintain water control and drainage structures and easements and storm water retention and detention areas within the Subdivision and to assess the cost thereof against those lot owners who fail to maintain same as required by Paragraph 6 herein. The Association shall have and is hereby granted an easement and license of entry over and along the drainage easement areas of the lots for the purposes of maintenance of water control and drainage structures, the easements, and storm water retention and detention areas.
 - 28.11 To maintain improved or unimproved lots within the Subdivision wherein lot owners have failed to maintain same in keeping said lot free and clear of debris, trash, unsightly weeds and litter, and to assess the costs thereof against said lot owner. The Association shall have and is hereby granted a license of entry over any lot within the Subdivision for the purpose of this maintenance.
 - 28.12 To issue, deliver notice of, and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected against the lots, with interest, by legal action, if necessary.

- 28.13 To do every other act as may be reasonably necessary in carrying out that which has been empowered to is under these Restrictions, its Articles of Incorporation, By-Laws, and Rules and Regulations.
- 28.14 The Association is empowered through its officers to file a claim of lien against a lot owner's property for non-payment of assessments, charges and costs that have been properly made or incurred hereunder and in accordance with the Articles of Incorporation, By-Laws, and Rules and Regulations of the association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorneys fees. A lien shall be subordinate to a prior recorded mortgage lien of any financial institution having a mortgage on said lot and, upon taking title thereto after default through foreclosure or otherwise, the financial institution shall have no obligations toward the payment of accrued and uncollected assessments, charges and costs of the Association that have accrued before the date that it takes title to said lot.
- 28.15 A member not in good standing with the Association shall include a member that has failed to pay assessments, charges, or costs of the Association within the time period allowed for the payment thereof. A member not in good standing with the Association shall be denied the right to vote at the Association affairs or to hold office within the Association.

29. Maintenance of Common Areas: The Association shall maintain and repair, in reasonably good condition, all of the Common Area in the subdivision, including Tracts A, B, & C as designated on the recorded plat of Canterbury Subdivision in Plat Book 102, Pages 14 and 15, Public Records of Polk County, Florida, all retention areas and other portions of the drainage system thereon, all landscaping thereon, and any signs, lighting, structures, entranceway, and other improvements thereon, and such property as may be acquired by the Association. All drainage areas shall at all times be maintained in a manner consistent with their use as a drainage area. The Association's obligation to maintain any portion of the roads, drainage systems, or other part of the Common Area shall exist only until such portion is dedicated or transferred to, and responsibility for maintenance of such portion is accepted by, any public agency or authority or any public or private utility company. In addition to the powers enumerated herein and any and all other powers granted to the Association, the Association shall have the power and responsibility to operate and maintain all common properties, specifically including but not limited to, the surface water management system as permitted by the Southwest Florida Water Management District, including all retention areas, water management areas, ditches, culverts, structures and related appurtenances. The surface water management system shall be owned by the Association as a common property. Additionally, if the Association is dissolved for any reason whatsoever, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government and, if that is not accepted, then the surface water management system shall be dedicated to a non-profit corporation which shall provide for the perpetual maintenance of the surface water management system.

30. CHANGES: The Developer, its successors or assigns, may change, amend, or modify any of these restrictions, at any time prior to either December 31, 2006, or the date the Developer no longer is an owner of ten (10) or more lots of the Subdivision and Canterbury Subdivision (phase one, recorded in plat book 102, pages 14 and 15), combined, whichever occurs first. The Developer may waive the requirements of these restrictions in the event any situation places an undue hardship upon an individual or owner.

The provisions of these restrictions may be modified by the Association upon written approval of seventy-five (75%) percent or more of the membership of the Association.

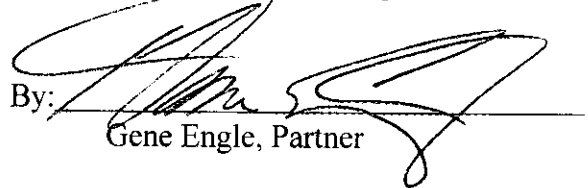
31. 30 YEAR - BINDING: These restrictions are to run with the land and shall be binding upon all parties, and all persons claiming under or through them, for a period of thirty (30) years from the date these restrictions are recorded. Thereafter, said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%), of the then owners of the lots (each lot being considered as one owner) has been recorded, agreeing to change said restrictions in whole or in part.

31.1 No amendment, modification and/or vacation of these deed restrictions may be made that will in any way affect the surface water management system of the Subdivision as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the obligation of Canterbury Property Owner's Association and its members as set forth herein to perpetually operate and maintain same, unless prior approval thereof is obtained from the Southwest Florida Water Management District, so that, in effect, these Restrictions as pertaining thereto shall be perpetual unless otherwise allowed by the Southwest Florida Water Management District and regardless of the termination date of this Declaration of Covenants and Restrictions.

32. ANNEXATION: Additional land and common area may be annexed or added to the Subdivision, either by the Developer acting alone pursuant to paragraph 30 hereof, or upon the consent of seventy-five percent (75%) or more of the membership in the Association.

33. Notwithstanding anything contained herein to the contrary, the Developer, Canterbury Partnership, a Florida General Partnership, shall perform and shall be charged with the duties and responsibilities herein delegated to Canterbury Property Owners' Association, Inc., including, without limitation, the maintenance of the "common properties" and the power to assess lot owner's annual assessment for said maintenance of common areas and landscaping areas; until such time as the Developer owns ten (10) or less lots in the Subdivision.

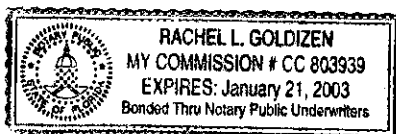
CANTERBURY PARTNERSHIP,
A Florida General Partnership

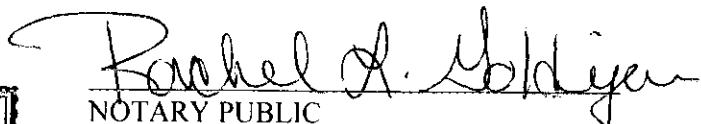
By: 
Gene Engle, Partner

STATE OF FLORIDA
COUNTY OF POLK

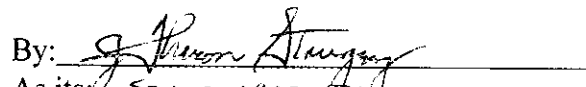
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared: Gene Engle, Partner of Canterbury Partnership, a Florida General Partnership, known to me to be the person described in, and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2001.




NOTARY PUBLIC
Print Name: Rachel L. Goldizen

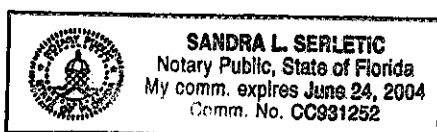
CITRUS & CHEMICAL BANK,
a Florida Banking corporation

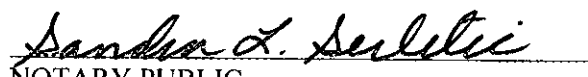
By: 
As its: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared: Gene Engle, Partner of Canterbury Partnership, a Florida General Partnership, known to me to be the person described in, and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of September, 2001.




NOTARY PUBLIC
Print Name: Sandra L. Serletic