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**AMENDED AND RESTATED DEED RESTRICTIONS FOR
CANTERBURY PROPERTY OWNERS ASSOCIATION, INC.**

THESE AMENDED AND RESTATED DEED RESTRICTIONS (the "Deed Restrictions"), are made by the CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. (the "Association") upon the affirmative vote of the majority of the owners present in person or by proxy at a duly called meeting of the members, at which there was a quorum:

RECITALS

A. CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. is a Florida not-for-profit corporation existing pursuant to the recorded Deed Restrictions for CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. which was recorded in the Official Records Book 3697, Page 0162 through Page 0171, Public Records of Polk County, Florida (the "Deed Restrictions"), and the First Amendment to the Deed Restrictions of CANTERBURY PROPERTY OWNERS ASSOCIATION, INC., recorded in Official Records Book 04686, Page 1217 through Page 1218, Public Records of Polk County, Florida.

B. CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. Subdivision to which these Amended and Restated Deed Restrictions apply consists of the real property located in Polk County, Florida ("County") more particularly described in Exhibit "A" as attached hereto and incorporated by this reference.

C. The Board of Directors and the members of CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. community desire to subject CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. Subdivision to the Deed Restrictions contained in this Amended and Restated Deed Restrictions.

D. The Deed Restrictions are covenants running with all of the land comprising of the CANTERBURY PROPERTY OWNERS ASSOCIATION, INC Subdivision and each present and future owner of its interest therein and their heirs, successors and assigns are hereby subject to the Deed Restrictions.

E. WHEREAS, based on the foregoing, the members have determined that for the preservation of property values and the benefit and character of the CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. Subdivision, and for the benefit of the

property owners, the members desire to replace the Deed Restrictions together with all amendments thereto with a singular Amended and Restated Deed Restrictions which shall be referred to as the "Deed Restrictions" and would state that the Amended and Restated Deed Restrictions shall comply with Chapter 720, Florida Statutes as amended from time to time as hereinafter provided.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in these Amended and Restated Deed Restrictions, the Association hereby declares that every portion of the CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. Subdivision is to be held, transferred, sold and conveyed, used and occupied subject to the Amended and Restated Deed Restrictions hereinafter set forth.

1. RECITALS.

The foregoing are true and correct and are incorporated into and form a part of these Amended and Restated Deed Restrictions.

2. CONFLICTS.

In the event that there is a conflict between these Amended and Restated Deed Restrictions and the Articles of Incorporation or Bylaws, the Amended and Restated Deed Restrictions shall control.

ARTICLE I. DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. "Building Committee" shall refer to the committee established by the Board and described in Article VII hereof.
- B. "Articles" and "By-Laws" shall mean the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.
- C. Association shall mean CANTERBURY PROPERTY OWNERS ASSOCIATION, INC, a Florida non-profit corporation, its successors and assigns.
- D. "Board" shall mean the Board of Directors of the Association.
- E. "Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other

services required or authorized to be performed by the Association with respect to Common Property, Open Spaces, Surface Water Management Systems, Water Management Tracts or Public areas, all as may be found to be reasonably necessary by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association. "Common Expenses" shall also include insurance, and maintenance expenses on Lots as set forth herein.

- F. "Common Property" or "Common Area" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintain by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Association.
- G. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board and the Building Committee (as defined in Article VII, Section 2).
- H. "Deed Restrictions" shall mean and refer to these Deed Restrictions of CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. and include the same as it may, from time to time, be amended.
- I. "Dwelling" shall mean and refer to the individual home building constructed on each Lot and any extensions of said structure (i.e., garages, driveways, porches, etc.).
- J. "Institutional Lender" shall mean and refer to the owner and holder of a Mortgage encumbering a Lot, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.
- K. "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Properties upon which in the future will be located an attached or detached single-family residential dwelling.
- L. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

- M. "Mortgage" shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.
- N. "Plat" shall mean and refer to the plat of CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. as recorded in Plat Book 102, Page 14, Public Records of Polk County, Florida, and any additional plats of properties annexed into the Association.
- O. "Owner" shall mean and refer to the record owner of fee simple title to any Lot located within the Property. Owner shall not mean or refer to the holder of a Mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- P. "Properties" or "Property" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall include real property which is in the future subjected to this Declaration under the provisions of Article II hereof.
- Q. "Dwelling" shall mean and refer to the building structure erected upon a Lot and any extensions of said structure (i.e., garages, driveways, porches, etc.).
- R. "Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.
- S. "Surface Water Management System" shall mean that portion of the Open Space consisting of swales, inlets, culverts, retention ponds, lakes, water management tracts, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water."

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 1. Property. The real property which is subject to this Declaration is all of the real property described in Exhibit "A" attached hereto and made a part hereof by reference and any additional property annexed as set forth below.

Section 2. Annexation and Withdrawal.

- A. Subject to consent of the Owners thereof, the Association may annex real property subject to the provisions of these Deed Restrictions and the jurisdiction of the Association. Such annexation shall require the affirmative vote of the voting Members representing a majority of the homeowners votes present in person or by proxy at a meeting duly called in accordance with the By-Laws. The annexation of land under this Section shall be accomplished by the recordation in the Public Records of Polk County, Florida the Supplemental Declaration describing the property being annexed and signed by the President and Secretary of the Association and by the Owner of the property being annexed. Any such annexation shall be effective upon the recording unless otherwise provided therein.
- B. No provision of these Deed Restrictions shall be construed to require any other person or entity to annex or withdraw any real property to or from the scheme of these Deed Restrictions.

ARTICLE III. ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and other Rules and Regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other Rules and Regulations of the Association.

Section 2. Allocation of Voting Rights.

- A. Each Lot owned shall afford its Owner(s) one (1) vote whether owned individually, jointly or in some other form.
- B. When any Property entitling the Owner to Membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Property. In the circumstances of such common ownership, if the Owner

fails to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification the Owner may not vote until the Owner(s) appoint their official representative pursuant to this paragraph.

Section 3. Change of Membership.

- A. Change of membership in the Association shall be established by recording in the Public Records of Polk County, Florida, a deed or other instrument conveying record fee title to any Residential Unit or Residential Property. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated.
- B. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Article IV. FUNCTION OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in these Deed Restrictions, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep the Common Areas in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard. The Association shall not mortgage nor convey the Common Area or any portion thereof without the consent of two-thirds (2/3) of the Owners.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interest within the Properties conveyed to it.

Section 3. Powers and Responsibilities. The Association shall have the following powers and responsibilities:

- A. Maintenance. The Association shall have the following responsibilities and rights with respect to maintenance:
 - (i). Common Property. The Association shall, at its expense, maintain all Common Property, Parks, Open Space, Surface Water Management Systems, buffer tracts, recreation areas, landscaping, irrigation systems, if any located within or in a reasonable proximity to the Properties or the operation of systems appurtenant to CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 3 which are consistent with the Community-Wide Standard.
 - (ii). Easement Property. The Association may provide maintenance of any real property located within CANTERBURY PROPERTY OWNERS ASSOCIATION, INC., upon which the Association has accepted an easement for said maintenance.
 - (iii). Pest Control. The Association provide insect, pest and aquatic control where necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments. The Association reserves a perpetual right on, over and under all Properties to dispense herbicides and pesticides and to take other action which in the opinion of the Association is necessary or desirable to control insects and vermin; provided, however, the Association shall not dispense herbicides or pesticides in designated conversation areas within the Property except as reasonable necessary to maintain health and safety conditions for residents of the Property and, in such event, shall use only herbicides or pesticides used or approved by state and local governments for controlling such problems in similar conservation areas and shall use only state licensed or stated certified persons to dispense such chemicals. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to provide such services.
- B. Taking any and all actions necessary to enforce all deed restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties or in the Articles or By-Laws.
- C. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events.

- D. Establishing and operating the Building Committee.
- E. Adopting, publishing and enforcing such Rules and Regulations as the Board deems necessary.
- F. Lighting of roads, sidewalks, walking and bike paths throughout the Properties as deemed necessary by the Board.
- G. At the sole option and discretion of the Board, conducting recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.
- H. Constructing improvements on Common Property and easements as may be required to provide the services as authorized in this Article.
- I. Establish use fees and promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.
- J. Hire professional property management.
- K. All other powers and duties set forth herein.

ARTICLE V. EASEMENTS

Section 1. Appurtenant Easements. Association grants to all Owners (and their guests, lessees and invitees) as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and By-Laws of the Association and the rules promulgated by the Association, a perpetual use and enjoyment of all Common Property, such use and enjoyment to be shared in common with the other Owners, their guests, lessees, and invitees as well as the guests, lessees and invitees of the Association. Each Owner shall have a joint and reciprocal duty of maintenance, repair and reconstruction of any party wall or for the maintenance, repair and reconstruction of any portion of an attached dwelling when access across each Lot upon which the cluster dwelling is located for the installation, maintenance and use of conduits, plumbing, irrigation equipment, wiring, and other facilities for furnishing utility services and irrigation to each dwelling or Lot. As used herein, "Common Property" shall not refer to property not deeded to the Association, regardless of designation of such property as common property on the Plat.

Section 2. Utility Easements. The Association reserves to itself, the non-exclusive right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Properties and the Common Property upon, over, under and across the Properties. Said easements shall only be given

for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone services, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereof to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Properties and Common Property. All such easements to be of a size, width and location as the Association, in its discretions, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties.

Section 3. Service Easements. The Association hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Association, its successor or assigns to service the Properties and to such other persons as the Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Property for the purposes of performing their authorized services and investigations.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and dwelling and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots and/or Properties, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any such point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 5. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drain ways for surface water whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Properties which are not located within the specific easement as designated on the plat or in this Declaration. Except as provided herein or required by a governmental authority, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Association will have the sole control

over elevations and slopes within drainage easements and no Owner may alter any such elevations except upon written consent of the Association.

Section 6. Conservation Easements. The subdivision is also subject to a conservation easement in favor of SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (hereinafter "Conservation Easement"). The purpose of the Conservation Easement is to assure that the easement property will be retained forever in its existing natural condition and to prevent any use that will impair or interfere with its environmental value. Any activity on or use inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- A. Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above ground;
- B. Dumping or placing soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;
- C. Removing or destroying trees, shrubs, or other vegetation, except for removal of nuisance or exotic vegetation in accordance with a plan approved by the Southwest Water Management District;
- D. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances;
- E. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;
- F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- G. Acts or uses detrimental to such retention of land or water areas; and
- H. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 7. Ingress and Egress Easements. If ingress or egress to any Lot is through the Common Area, all easements in the Common Area shall be subject to any such ingress or egress easement of the Owner of such Lot(s).

Section 8. Extent of Easements. The rights and easements of enjoyment created in this Article V shall be subject to the following:

- A. The right of the Association, in accordance with its By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Parks, Surface Water Management Systems and Common Property and providing services authorized herein;
- B. The right of the Association to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.
- C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on Common Property.
- D. The right of the Association to place (and remove after notice) any reasonable restrictions upon any roadways owned by them, including, but not limited to, speed bumps or access gates. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

ARTICLE VI. ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Association covenants, and each owner of any Lot shall, by acceptance of a deed therefore, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) Annual Assessments; (2) Special Assessments; and (3) Individual Assessments collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and cost of collections provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such assessment is made. Each such assessment, together with such interest, shall also be a personal obligation of the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

The liability of assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the Property against which the assessment was made. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action

or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any inaction or action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association may be used for the improvement, maintenance, enhancement and operation of the Surface Water Management Systems and Common Property and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.

Section 3. Annual Assessments. It shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include reserve funds as may be determined to be necessary by the Board.

The annual assessment to be levied for the coming year against each Lot subject to assessment as set forth below shall be computed by dividing the budgeted Common Expenses by the number of Lots subject to this Declaration. The Board shall cause a copy of the Common Expense budget and Notice of the amount of the Annual Assessment to be levied against each Lot for the following year to be delivered to each Owner fifteen (15) days prior to the due date of the first installment of the assessment.

In the event that the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy in any assessment year a Special Assessment. Special Assessments shall be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to each Lot upon the date of closing.

Section 6. Initial Assessments. In addition to Annual and Special Assessments, the Association shall charge and collect an initial one time capital contribution from each

original Buyer in the amount of \$175.00 per Lot for all transfers to any new Buyer. Said contribution shall be due and collectable at the time of transfer of record title to a Lot.

Section 7. Effective Non-Payment of Assessment, Lien. If any assessment is not paid on the date due, then such assessment shall become delinquent and the entire assessment provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, the Owner's heirs, devisees, personal representatives and assigns. In addition, the Association shall have the right to charge a late fee in addition to interest as determined by the Board of Directors. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments in the Public Records and foreclose the lien in the same manner as a mortgage. upon recording, the lien shall secure the amount of the delinquency stated therein and all unpaid assessments thereafter until satisfied of record. To the extent allowable by law, such lien shall also secure all applicable attorneys fees and costs of collection as well as late fees and interest.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the highest rate allowed by Florida law, as well as late fee penalty at a rate of five percent (5%) of the unpaid assessment or Twenty-Five and No/Cents Dollars (\$25.00) per month whichever is greater per month, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property and there shall be added to the amount of such assessments all reasonable attorney fees and costs incurred in the collection process.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease mortgage, and convey the same.

Section 8. Subordination of Lien to Mortgagees, Parties Rights. The lien for assessments shall not be subordinate to any mortgage, including a bona fide first mortgage held by a lender on any lot, even when the mortgage is recorded in the Public Records prior to the claim of lien. The lien for assessments shall not be affected by any sale or transfer of a lot, except in the event of a sale or transfer is by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage where the first mortgagee takes title to the property, in which event the mortgagee shall be liable for the unpaid assessments which become due during the twelve (12) month period immediately preceding the acquisition of title or one percent (1%) of the original mortgage debt, whichever is less or such greater amount as may be permitted by Florida law. However, any such remaining unpaid assessments for which mortgagee is not liable will be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the original party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A lender shall give written notice to the Association if the mortgage held by such lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to owner. In the event the Association makes such

payment on behalf of an owner, the Association shall, in addition to all rights reserved herein, be subrogated to all of the rights of the lender. All amounts advanced on behalf of the Owner pursuant to this section shall be added to the assessments payable by such owner with appropriate interest.

Section 9. Exempt Property. The following Property subject to this Declaration shall be exempted from all assessments, charges and liens created herein: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; (c) all Property dedicated for recreational use; (d) Property which is used in the Surface Water Management Systems.

Section 10. Individual Assessment. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy an individual assessment against any individual Lot to recover any charges or losses incurred by the Association as a result of the actions or interactions of a particular Owner, or resulting from an individual Owner's failure to comply with the terms of this Declaration or the Association's governing documents. Individual assessments shall be payable in such manner and at such times as determined by the Board. Individual Assessments shall be subject to all provisions of this Article, including interest and lien provisions.

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. Enforcement of Architectural Standards. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 2 and 3 of Article VII.

- A. The Building Committee shall consist of three (3) or more persons appointed by the Association. For the purposes of this requirement, the Board may act as the Building Committee.
- B. The Building Committee shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual Lot or subdivision, tract or parcel of land within the Properties. All construction and development within the Properties is subject to local governmental control; however, the Building Committee may in its sole discretion, impose standards of architectural and landscaping design, or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, and planning or other local governmental codes.
- C. No building, sign, underground hard wired lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, planted or

removed until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of the same shall have been submitted to and approved in writing by the Building Committee. Refusal of approval of plans, specifications or location may be based upon any grounds, including purely aesthetic consideration, which the Building Committee in its sole discretion, deems sufficient.

- D. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect or other written application on such form as may be provided or required by the Building Committee. In the event the information submitted to the Building Committee is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.
- E. The Building Committee shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the Building Committee shall consider the suitability of the proposed building, improvements, and structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring Property.
- F. Unless specifically excepted by the Building Committee, all improvements for which approval of the Building Committee is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the Building Committee in the event that the approval is so conditioned.
- G. There is specifically reserved unto the Building Committee the right of entry and inspection upon any Lot for the purpose of determination by the Building Committee whether there exists any construction of any improvement which violates the terms of any approval by the Building Committee or the terms of this Declaration or any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The Association is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvements, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney fees in connection therewith.
- H. The Association shall indemnify and hold harmless the Building Committee from all costs, expenses and liabilities including attorney fees incurred by

virtue of any Member of the Building Committee's service as a Member of the Building Committee.

- I. A majority of the Building Committee may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any Member of the Building Committee, the Board shall designate a successor. The Building Committee shall be selected by and shall serve at the pleasure of the Board of Directors.
- J. The Building Committee may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder.
- K. The Building Committee has the right, but not the obligation, to grant waivers for minor deviations and infractions on this Declaration. The granting of any waiver for any portion of the Properties may be given or withheld in the Building Committee's sole discretion and prior grant of a similar waiver shall not impose upon the Building Committee the duty to grant new and additional requests for such waivers.
- L. The Association, Building Committee or any officer, employee, director or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval, or to any other Owner, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specification. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Building Committee or Building Committee Members to recover any such damages.
- M. Provided the procedures described in this Article VII are complied with, nothing contained in this Declaration shall prohibit the construction of a screened porch or lanai that otherwise meets the requirements of this Declaration and the standards of the Building Committee, and nothing shall prohibit the use of an aluminum or aluminum pan roof that otherwise meets the requirements of this Declaration and the standards of the Building Committee.
- N. Provided the procedures described in this Article VII are complied with, security cameras may be affixed to the exterior of a building so long as it otherwise meets the requirements of this Declaration and the standards of the Building Committee and are approved by the Building Committee after submittal of the appropriate application.

Section 2. Modification. The Building Committee shall promulgate detailed standards and procedures governing modifications to existing Lots or structures, consistent with local

government standards and codes. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the Building Committee for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a dwelling or to paint the interior of the dwelling any color desired. In the event that the Building Committee fails to approve or to disapprove such plans or to request additional information reasonably required within thirty (30) days after submission to the Building Committee, the plans shall be deemed approved.

ARTICLE VIII. RESTRICTIONS

Section 1. Compliance by Owners: Initial Rules and Regulations. Each Owner and each family member, guest, tenant, licensee and invitee of any Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board.

- A. Residential Use. All Lots shall be used for residential dwelling units and related recreational facilities only and for no other purposes. Uses which do not conform to Polk County zoning ordinances will not be permitted.
- (i) Responsibilities. Each Owner, and each family member, guest, tenant, licensee and invitee of any Owner shall confirm and abide by the covenants contained in the Deed Restrictions, and with any rules and regulations which may be adopted by the Board of Directors from time to time. Each Owner shall be responsible for ensuring that the Owner's family members, guest, tenants, licensees, and invitees comply with this section, and any violation of this section, this Deed Restriction or any rules and regulations duly adopted by the Board by any family member, guest, tenant, licensee, or invitee of any Owner may be considered to be a violation by the Owner.
- (ii) Tenants' Violations of Deed Restrictions. If any tenant or guest violates the provisions of this Deed Restriction or the rules and regulations adopted in accordance herewith, the Board, and any Office of the Association, and/or any duly appointed committee member or representative of the Association shall notify the Owner in accordance with the procedures set forth below. Such violation may result in an imposition of a fine as specified below, or if the violation is of a continuing nature, may result in the Board to move for eviction of the tenant. Eviction shall only be sought if a violation by the tenant continues for ten (10) days after notice is given by the Board to the Owner of the Dwelling, or if the tenant materially violates the Deed restrictions or rules and regulations on more than one (1) occasion in

a twelve (12) month period. The decision to evict a tenant shall require a majority vote of the Board. Each Owner, by acceptance of a deed, irrevocably appoints the Association, the Board, and its Officers as the agent and attorney-in-fact in such an eviction action. All costs related to such an eviction action, including attorney fees and court costs, shall be charged to the Owner as an individual Lot assessment. Any Owner whose tenant or tenants (under one lease or different leases) violates the Deed Restrictions or rules and regulations on three (3) occasions during a twelve (12) month period may be prohibited from further leasing or renting the Lot for a period of not longer than one (1) years.

- B) Rental or Leasing of Dwelling. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast, Airbnb or other short term rental facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.
- (i) Lease Requirements. No homeowner or property owner shall enter into a lease agreement, rental agreement, or occupancy agreement, or other similar conveyance or use of the Home or residence during the first twelve (12) months of ownership of the Home or residence unless otherwise approved by the Association in the case of hardship. Thereafter, the Owner shall be entitled to enter into a lease agreement or occupancy agreement for their home(s) (referred to collectively as “**Lease Agreement**”) subject to the following provisions:
 - (ii) All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association. All prospective occupants of the home shall be identified in the lease application;
 - (iii) All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to commencement of the lease term. All renewal lease applications shall be submitted to the Association not less than thirty (30) days prior to the lease expiration term. Failure to provide timely renewal application will result in termination of lease and loss of seniority;
 - (iv) The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be one hundred dollars (\$100.00) and may be increased from time to time;

- (v) The Association shall conduct a background and credit check at the owner's cost and expense. At the request of the Owner, the Association shall provide background and credit check to the Owner;
- (vi) Lease Agreement must be for a term of one (1) year only.
- (vii) The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Deed Restriction together with all Rules and Regulations and all policies adopted by Association;
- (viii) The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Deed Restriction, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of the Owner;
- (ix) All Lease Agreements shall require the Home to be used solely as a private single family residence;
- (x) Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into terms of any lease shall cause such lease to be void; and
- (xi) Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.
- (xii) Maximum Number of Tenant Occupants per Home. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional care-givers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional care-givers, shall be as follows:

- (xiii) In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.
- (xiv) In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.
- (xv) In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.
- (xvi) Deposit. From and after the date of recordation of the Amended and Restated Deed Restrictions, each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Four Hundred and No/100 Dollars (\$400.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or enforcement of the Association's rules and regulations caused by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, enforcement actions, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein the deposit shall be returned the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Deed Restriction, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.
- (xvii) Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease, any one or more of the following:
 - (a) The Owner is delinquent in the payment of assessments at the time the application is considered;
 - (b) The Owner has a history of leasing his or her Home without obtaining the Association's approval or otherwise has a history of violating the Association's rules, regulations or restrictions;

- (c) The Owner has a history of refusing to control or accept responsibility for the tenant's occupancy of his or her Home;
- (d) The real estate company or agent handling the lease on behalf of the Owner has a history of screening tenant applicants inadequately or recommending undesirable tenants;
- (e) The application on its face indicates that the prospective tenant and occupants intend to conduct themselves in a manner inconsistent with the Deed Restrictions as set forth in the Deed Restrictions, Articles, Bylaws or any Rules and Regulations of the Association;
- (f) The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral, turpitude, or is a convicted sexual predator or sexual offender;
- (g) The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to peaceful enjoyment of their Homes;
- (h) The prospective tenant evidences a strong probability of financial inability to pay the rent and other financial obligations under the lease;
- (i) The tenant or occupant, during previous occupancy or in the community, has failed to comply with the Deed Restrictions, Articles, Bylaws or any Rules and Regulations;
- (j) The prospective tenant gives false or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons that will be occupants residing at the Home under the lease;
- (k) The prospective tenants and/or Owner of the Home fails to pay the security deposit: and
- (l) The owner fails to give proper notice of his or her intention to lease the Home to the Board.

If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

(xviii) Maximum number of homes that may be rented. The maximum number of homes that may be subject to a Lease Agreement, Rental Agreement or Occupancy Agreement at any time within the CANTERBURY PROPERTY OWNERS ASSOCIATION Community, shall not exceed twenty percent (20%) of the total number of homes located within the CANTERBURY PROPERTY OWNERS ASSOCIATION community.

C. Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary accessory buildings or structures shall be erected or permitted to remain on the Properties.

D. Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on the evening prior to the day the pick-up is to be made or on such day and at such place as it will be accessible to persons making such pick-up. Such containers may not be placed in the open during any other period. At all other times, such containers shall be stored so that they cannot be seen from the street or surrounding property. The Building Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

In addition, no large debris or bulk amounts of debris, including, but not limited to appliances, fixtures, furniture and/or debris related to the moving into or vacating of a Dwelling, and/or any items that would not be picked up during a normal collection by the refuse service, shall be stored at any time on the outside of any Dwelling. In the event, removal of such items is necessary, the Owner requiring such removal must notify the Management Company or a Board Member to let them know that arrangements for collection have been made. Under no circumstances shall any refuse or other items referred to herein be visible on any Lot or in any common area for more than twenty-four (24) hours.

E. Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Properties above the surface of the ground, except hoses. No Property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil and other hydrocarbons, minerals, gravel or earth. Provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct approved drainage structures or landscaped berms.

- F. Nuisance. No nuisance or any use or practice that is a source of unreasonable annoyance to others which interferes with the peaceful possession and proper use of the CANTERBURY PROPERTY OWNERS ASSOCIATION community is permitted. No personal drones or flying aircrafts shall be operated within the CANTERBURY PROPERTY OWNERS ASSOCIATION community. Nothing shall be done or kept within the common areas or facilities as applicable or any other portion of the CANTERBURY PROPERTY OWNERS ASSOCIATION community, including any Lot which will increase the rate of insurance to be paid by the Association, or which unreasonably interferes with the homeowners' privacy rights.
- G. Vehicle Parking. The Board may promulgate rules which restrict, limit or prohibit the use of any driveway or parking areas which may be in front of, adjacent to or part of any Lot or dwelling as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. Such rules, if and when promulgated, shall have the same force and affect as if promulgated and initially made a part of this Deed Restriction. No unregistered or inoperable vehicle or trailer may be visible in such a manner as from any point on adjacent property or the street. No vehicles of any kind may be disassembled, services or repaired on the Properties.

The following initial rules have been adopted and incorporated as part of these Deed Restrictions:

- (i) Prohibited Vehicle. No "Prohibited Vehicle" shall be parked or stored on any of the Common Properties or Common Areas or on any road within the CANTERBURY PROPERTY OWNERS ASSOCIATION community. For purposes of this Section, a "Prohibited Vehicle" is:
- (a) a truck, delivery van, service van, cargo van or bus (except that trucks not in excess of 3/4 ton are permitted, provided they have no camper top, bed enclosure, or other appendage attached to it);
 - (b) a commercial vehicle (i.e., one not designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics, or other commercial insignia;
 - (c) a recreational vehicle (RV) including a camper, mobile and/or motor home, all terrain vehicles (ATV or ATC) or dune buggy
 - (d) a derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self propulsion, a vehicle with excessive body damage, paint damage, missing parts, or any

vehicle which, in the sole discretion of the Board, aesthetically displeasing.

For purposes of this section, a "Prohibited Vehicle" shall not include any commercial or public service vehicle present in the Property while performing services for or on behalf of the residents and/or the Association.

- (ii) Parking Vehicles. Automobiles may be parked only in the garage or driveway of a Lot or other areas as designated by the Board in writing. All parking within the CANTERBURY PROPERTY OWNERS ASSOCIATION community shall be in accordance with the most current rules and regulations as adopted by the Association. No vehicle shall be parked in such a way that it extends into a street, sidewalk, or public right-of-way. Parking in or on grass or landscaping at any time is prohibited. The Association reserves the right to enforce these regulations along with other remedies as provided herein by means of towing of any vehicle in violation without further notice at the Owner's expense.

Long-term parking on any street or right-of-way is prohibited. For purposes of this Section, long-term parking shall mean parking of any vehicle on any street or right-of-way for more than ten (10) hours at a time or more than one (1) occurrence during any one (1) week, or parking on any street or right-of-way overnight.

- (iii) Washing of Vehicles. The washing of any vehicle with hazardous detergents or chemicals within the CANTERBURY PROPERTY OWNERS ASSOCIATION community is prohibited.
- (iv) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain in the CANTERBURY PROPERTY OWNERS ASSOCIATION community for more than twelve (12) hours except in a garage of their home. No repairs or maintenance, except for emergency repairs, of vehicles shall be made within the CANTERBURY PROPERTY OWNERS ASSOCIATION community, except in the garage of their home. No vehicles shall be stored on Lots. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

- H. Antennas. No external antennas or satellite dish installations are permitted except those reception devices that are protected under federal law or regulations.

- I. Drainage. No changes in elevations or Property subject to these restrictions shall be made which will cause undue hardship to adjoining property or be inconsistent with the approved drainage plans for the community or any part thereof.
- J. Underground Wires. No lines or wires for communication or the transmission of electrical current or electromagnetic pulses shall be constructed, placed or permitted to be placed on Residential Property unless the same shall be underground.
- K. Animals. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on any Lot or within any Dwelling, or any portion of the Property. Under no circumstances shall any commercial or business enterprise involving the use, care, breeding or treatment of animals be conducted on any Lot or within any Dwelling, or any portion of the Property without the express prior written consent of the Board. All pets must be registered with the Association, if a mechanism for registration is established by the Association, must not create a nuisance (as determined by the Association) for other Owners and must be kept on a leash when not on the pet Owner's Lot. No pet shall be allowed to roam unattended. The Association may, from time to time, publish and impose other reasonable regulations setting forth the types and number of animals that may be kept on the Properties. There shall be a limited number of three (3) household pets per Lot, excluding birds and fish. Owners shall be responsible to clean up all pet waste on the Properties. An animal in violation of this paragraph must be permanently removed from the Property within fifteen (15) days after written notice from the Association.
- L. Business. No trade or business will be conducted or carried out upon the Properties or in any building or other structure erected thereon, except that an Owner or occupant may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparently or detectable by sign, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an

ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is intended engaged in full or part time;(ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Section.

- M. Telecommunications Services. In connection with the installation, maintenance, or operation of telecommunications services, the Association reserves access, installation, and service easements over, across and under Common Property and the Residential Property necessary to provide such services to all Owners of Lots; provided, however, such easements shall be reasonably located by the Association so as to not unreasonably impair the value of use of the Property or the Lots.
- N. Fences. The composition, location and height of fences and walls must be approved by the Building Committee prior to installation in accordance with standards and requirements set by the Building Committee from time to time. The Building Committee is under no obligation whatsoever to approve any fences.
- O. Mailboxes. All mailboxes must be of a type as approved by the Building Committee.
- P. Trees. Removal of existing trees and shrubbery from any Lot shall not be permitted without Building Committee approval and without replacing with landscaping of an equivalent or higher quality.
- Q. Air Conditioners. No window air conditioning units shall be permitted. Permanently mounted all air conditioning units shall not be permitted unless first approved by the Building Committee.
- R. Signs. No sign of any kind shall be displayed to the public view on any Lot or Dwelling, except those which shall be in compliance with the guidelines established by the Building Committee, The Building Committee shall have the right to establish guidelines so as to require a uniform standard for signs on the Properties. Notwithstanding the provisions of this paragraph, one "For Sale" or "For Rent" sign of a reasonable size and being displayed inside one (1) window of a Dwelling is permitted. No signs of any kind shall be permitted on any Lot on the exterior of any Dwelling.
- S. Lighting. No exterior lighting fixtures shall be installed on any Lot without adequate and proper shielding of fixtures. No lighting fixture shall be installed

that may be or become an annoyance or a nuisance to the residents of adjacent Lots.

- T. Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time.
- U. Window Treatments. All Dwellings shall maintain appropriate window treatments at all times on windows that are visible from off of the Lot. Such treatments shall be of a type in keeping with the Community-Wide Standard.
- V. Basketball Goals. No permanent or temporary basketball goals shall be permitted within the CANTERBURY PROPERTY OWNERS ASSOCIATION community nor shall any type of basketball goal that is affixed to the Lot or Dwelling be allowed on the Lot.
- W. Flags, Banners, Signs, etc. Any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, owners may display an official flag of the United States Army, Navy, Air Force, Marine Corps and Coast Guard flags which may not exceed four and one half feet (4 ½ ft.) by six feet (6 ft.) in size. Otherwise, no sign, flag, banner or advertisement, notice or other letters shall be exhibited, displayed, inscribed, painted or fixed, upon any part of the CANTERBURY PROPERTY OWNERS ASSOCIATION community, including, without limitation, any Home or Lot that is visible from the outside without the prior approval being first obtained from the Building Committee.
- X. Garage Sales, Yard Sales and Sale of Personal Property. No garage sale, yard sale, or similar activity may be conducted on or in any Lot, Dwelling, Common Areas, or Common Property, at any time without the express prior approval of the Board. In addition, unless in connection with an approved event herein, no personal property may be placed on any Lot, Common Area, or within any Common Property for the purpose of selling said personal property or advertising said personal property for sale, and no signs advertising personal property (including motor vehicles) may be placed on any Lot, Common Areas, or Common Property, or within a Dwelling if such sign would be visible from the outside of the Dwelling.
- Y. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by the Association, as applicable, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the

general appearance of CANTERBURY PROPERTY OWNERS ASSOCIATION by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced.

- Z. Casualty, Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damages Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the Building Committee. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Building Committee. Notwithstanding anything to the contrary, herein, to the extent that insurance coverage obtained and maintained by the Association covers this casualty or destruction, the Owner of such damage or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.
- AA. Laundry. Subject to the provisions of Section 163,04, Florida Statutes, to the extent applicable, no rugs, mops or laundry of any kind, or any other similar type article shall be shaken, hung or exposed so as to visible outside of the Home or Lot. Clotheslines may be installed in the rear of the home so long as not visible from the front of the Home; provided that any such clothesline shall be removed when it is not in use as a clothesline.
- BB. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner, to enter on any Lot at any reasonable time on any day to perform such inspection and maintenance as may in good faith be deemed necessary and authorized. Reasonable time shall be determined by the urgency of the situation.

Section 2. Enforcement. Failure of the Owner to comply with such restrictions or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorney fees incurred in bringing such actions, and if necessary, costs and attorney fees for appellate review. The Association shall have the right to suspend use of Common Areas for any Owner violating these Restrictions for period of time which is the longer of sixty (60) days or the term of continued violation.

Section 3. Fines. Association may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Deed Restriction including, without limitation, those provisions benefitting the SWFWMD.

- A. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.
- B. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.
- C. The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.
- D. The Violations Committee may impose Individual Assessments against the Owner in the amount up to \$100 (or any greater amount permitted by law from time to time) per day for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than thousand dollars (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

ARTICLE IX. INSURANCE AND CASUALTY LOSSES

Section 1. Insurance on Common Areas. The Association's Board or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board must also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Annual Assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Section 2. Insurance on Lots. To provide for convenience, continuity, and efficiency of claims in the event of a hazard loss or liability, the Association's Board, or duly authorized agent may procure, as a Common Expense, insurance against loss or damage by fire, wind storm, and/or other hazards as may be determined by the Board on all Lots in CANTERBURY PROPERTY OWNERS ASSOCIATION and the cluster buildings and other improvements thereon. The Board may also obtain insurance against liability for injury or damages arising on a Lot. Such insurance shall be for the benefit of the Association, Owners, and mortgagees as their interests may appear. However, EACH OWNER SHALL HAVE THE PRIMARY RESPONSIBILITY TO PURCHASE HAZARD, LIABILITY, AND OTHER INSURANCES FOR THEIR LOTS AND PERSONAL PROPERTY AS MAY BE NECESSARY OR DESIRABLE, AND TO VERIFY THAT ANY ASSOCIATION-PROVIDED INSURANCE COVERAGES ARE APPROPRIATE AND COORDINATE WITH INSURANCE PURCHASED BY SUCH OWNER. THE ASSOCIATION HAS NO AFFIRMATIVE DUTY TO PROVIDE INSURANCE ON ANY LOT OF ANY KIND, AND ANY PROVISION OF SUCH INSURANCE IS PURELY FOR THE SAKE OF CONVENIENCE, CONTINUITY, AND EFFICIENCY.

The Association may also limit or prescribe the insurance company to be used by any Owner for hazard or liability coverage on any Lot, and prescribe reasonable minimum limits and coverage terms for such policies.

Section 3. Damage and Destruction.

- A. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. If the Association elects to purchase insurance on

any non-Common Area structure of Lot, the Association is obligated to complete repair or reconstruction of such structure as a Common Expense to the extent that such loss is insured by the Association.

- B. Any damage or destruction to an insured property or structure shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed. Any reconstruction to property that is not part of the Common Areas must be undertaken at the expense of the Owner of such property subject to the terms of this Declaration. The Association shall mutually cooperate with the Owner to make the proceeds of any Association-provided insurance recovery available to such Owner to complete reconstruction, and may impose reasonable restrictions on the amount and timing of Owner draws against such amounts. Any amounts received for any loss in excess of amounts required to reconstruct shall be turned over to the applicable Owner upon completion of reconstruction.
- C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive manner consistent with the Community-Wide Standard.
- D. In the event that it should be determined in the manner described above that the damage or destruction to an insured Property that is not part of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event, all insurance proceeds applicable to any loss on such Property shall be maintained in accordance with this Declaration at all times and any proposed construction on such Property must comply with the terms of this Declaration.
- E. Immediately after damage or destruction by fire or other casualty to all or any part of a Dwelling or cluster building covered by insurance written in the name of an Owner, the Owner shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or

destroyed items, which information shall be provided to the Association. Each Owner must repair or reconstruct his Dwelling to the condition that the Dwelling was in prior to the casualty, unless such repair or reconstruction is impossible from an engineering standpoint.

Section 4. Disbursement of Proceeds. If the damage or destruction of Common Areas for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof, as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a Capital Improvements Account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interest may appear, shall be retained by and for the benefits of the Association and placed in a Capital Improvements Account. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE X. NO PARTITION

Except as is permitted in the Declaration or amendments, thereto there shall be no physical partition of the Common Area or any part thereof, nor shall any person or entity acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XI GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an

additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Voting Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution.

Said certificate shall be recorded in the Public Records of Polk County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of the Association shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2. Amendments by Members. This Declaration may be amended in whole or part upon the affirmative vote of a majority of the Owners present in person or by proxy at a duly called meeting of the Association. No such amendment shall be effective until such time as it is recorded in the Public Records of Polk County, Florida.

No amendment may impair the validity or priority of the lien of any Mortgages held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 3. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Association, its successors or assigns, the CANTERBURY PROPERTY OWNERS ASSOCIATION, INC. in relation to its rights as set forth in Article VI, Section 11 herein, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection or sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 5. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the By-Laws to determine all questions arising in connection with this Declaration to construe or interpret its provision, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 6. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 7. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable federal or state law, nor shall the Association perform any acts which violate federal, state or local law.

Section 8. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 9. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

ARTICLE XII. WATER MANAGEMENT

A. It shall be the responsibility of each Owner in the Subdivision, at the time construction of a building, residence or other structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District as part of the surface water management system for the development of the Subdivision.

B. No permanent building, residence or structure of any kind shall be constructed by any Owner within that portion of any Unit designated on the Subdivision plat as a drainage easement.

C. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to:

digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined by the Southwest Florida Water Management District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

D. The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

E. If the Subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the Southwest Florida Water Management District, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the Southwest Florida Water Management District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

F. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity acceptable to the Southwest Florida Water Management District assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

ARTICLE XIII. RECREATIONAL FACILITIES AND COMMON AREA USE

Notwithstanding anything to the contrary described in the plat or other recorded documents concerning the Property, as a material inducement for the Association and its assignees or successors in interest to enter into the various Agreements and obligations set forth herein, the Association may retain title to and ownership of all Common Areas shown on the Plat of CANTERBURY PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE XIV. COMMUNITY SYSTEMS AND SERVICES

The Association shall have the exclusive right to provide and operate, or to permit others to provide and operate, within the Community, such telecommunications systems (including, without limitation, telephone, cable television, community intranet, internet, and

other systems for receiving, distributing and transmitting electronic data, signals, and audio and visual communications), security monitoring, systems and services, utilities, and similar systems and services, including without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation or provision thereof (collectively, the "Community Systems and Services") as the Association deems appropriate. Such right shall include, without limitation, the right to select and contract with companies that provide such services, and to charge for such services, as from time to time is defined the laws, rules, and regulations of the relevant government authority, if applicable.

Community Systems and Services may be provided and charged against all Lots and Units as a Common Expense or may be assessed as an Individual Assessment. If particular serves or benefits are provided to particular Owners or Lots or Units at their request, the benefitted Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Charges for Community Systems and Services shall be a continuing lien on the property of each Owner in favor of the Association and the provider or administrator of such services under contract with the Association in the same manner as and as more particularly described in Article VI of this Declaration concerning Assessment liens in favor of the Association.

The Association may receive and shall be entitled to retain any and all rebates, credits, fees, or incentives relating to the installation, operation, or provision of any Community Systems and Services.

IN WITNESS WHEREOF, these Amended and Restated Deed Restrictions are executed on the date as set forth herein above.

ATTEST

"ASSOCIATION"

By: _____
Sandra Merced, Its Secretary

CANTERBURY PROPERTY
OWNERS ASSOCIATION, INC. _
a Florida corporation not-for-profit

By: _____
George Graymez, Its President

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Sandra Merced and George Graymez, who executed the foregoing Amended and Restated Deed Restrictions, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this _____ day of _____, 2023.

Notary Public, State of Florida

Print, Type or Stamp Name of Notary

☐ Personally known to me, or
☐ Produced identification
Type of identification produced:
