DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND KASEMENTS FOR CANTERBURY LAKE ESTATES

This Declaration is made this 23rd - day of October 1990, by Canterbury Lakes, Inc., a Florida Corporation, the property owners holding title to the property described in Article II, Section 1 hereof, which declares that the real property described in Article II herein, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Conditions, Restrictions and Easements (sometimes referred hereinafter as "Covenants and Restrictions" and sometimes referred hereinafter as "The Declaration") set forth below.

ARTICLE I DEFINITIONS

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

- (a) "Architectural Control Board" or "ACB" shall mean and refer to the Architectural Control Board composed of Scott Stephens, John Pastor and John Faunce, and their successors as created in Article VI herein.
- (b) "Association" shall mean or refer to the Canterbury Lake Estates Property Owners Association, Inc., a Florida not-forprofit Corporation, its successors or assigns.
- (c) "Declarant" shall mean and refer to Canterbury Lakes, Inc., a Florida Corporation, its successors or assigns.
- (d) "Living Space" shall mean and refer to an area which is centrally heated and cooled, covered by a roof and enclosed by substantial walls, but does not include patios, carports and similar such areas.
- (e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, herein.
- (f) "Owners" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot or the purchaser or purchasers of said lot by Agreement for Deed, which Agreement for Deed is current and in good standing at such time as the voting rights are intended to be exercised by said member. -- (등 Fig ED & RECORDED S COUNTY, FLORIDA f STRIFLER, CLERK

This instrument prepared by: Richard Wm. Wesch, Esq. 2416 N. Essex Ave. Hernando, FL 32642

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(g) "Utility" shall mean and refer to any public or private organization furnishing a service, such as water, sewer, telephone, electricity, gas or television cable to the Canterbury Lake Estates Subdivision.

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Citrus County, Florida, and is more particularly described as follows:

Canterbury Lake Estates as recorded in Plat Book 14, Pages 0, inclusive, of the Public Records of Citrus County, Florida, as recorded on the 24 day of 1990.

All of the real property hereinabove shall sometimes be referred to as "Existing Property". The Declarant reserves unto itself the right to, from time to time, bring other real property, under the provisions hereof, by recorded supplemental declarations. The supplemental declarations may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary and convenient in the judgment of the Declarant, to reflect the different character, if any, of the additional real property, however, such additions and modifications shall have no effect on "Existing Property" as described in this section.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other associations as provided in this Association's Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the properties together with the Covenants and Restrictions established upon any other property, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants and Restrictions established by the Declaration within the properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every owner, as that term is defined herein, shall be a member of the Association.

Section 2. <u>Voting Rights</u>. Each owner of a residential lot or lots shall be entitled to one vote for each lot owned. Notwithstanding any provision to the contrary, the Declarant shall have the right to vote a majority of the votes cast at any meeting of the Members for the first three (3) years after the recording of this Declaration, or until Declarant waives the right to elect a majority of the Board of Directors by an instrument in writing. When persons, other than the Declarant, own 25% or more of the lots in the property, they shall be entitled to elect one member to the Board of Directors. The Declarant shall have the right to elect one member of the Board of Directors at the annual meeting until such time as Declarant no longer holds the title to any portion of the properties.

ARTICLE IV SECURITY AND MAINTENANCE OF PUBLIC RIGHTS OF WAY

The Association may, although it is not obligated to do so, in its discretion, provide security for the property, as well as to provide, supplemental maintenance repairs and replacement of the public rights of way and appurtenances thereto located that are on the properties, which can include, but is not limited to, landscaping, paving, drainage, as well as street lighting. All work pursuant to this Article shall be paid for through assessments imposed in accordance with Article V hereof.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of the Chasessments. The Declarant covenants, and each owner of any lot Co of lots shall, by acceptance of a Deed or by the execution of an Agreement for Deed, whether it shall be so expressed in such Deed Cor Agreement for Deed, be deemed to covenant and agree to pay the Chaseciation: (1) annual assessments hereinafter referred to as "annual assessments" and (2) special assessments hereinafter Chasecial Chasecsments shall be established and collected as hereinafter Chaptovided.

Section 2. <u>Purposes of the Assessments</u>. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the public rights-of-way located

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within the properties (to the extent not provided for by municipal, county or state and federal government), provide for the staff and expenses, if any, of the Architectural Control Board and the enforcement of the Declarations hereby imposed, provide security service to the properties, to maintain the clubhouse and grounds thereof and such other services which the Association is authorized to provide.

Section 3. Basis and Maximum for Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sums calculated in accordance with the following schedule:

\$80.00 per platted lot per year.

Any platted lot further divided shall pay its pro rata portion of \$80.00. Until 1993, the maximum annual assessment may not be increased by more than ten percent (10%) above the maximum assessment for the previous year.

From and after 1993, the maximum Annual Assessment may not be increased more than ten percent (10%) above the previous years assessment except by a vote of the members who are voting in person or by proxy at a special meeting duly called for this purpose, although such action may be taken at the annual meeting of the members if prior notice thereof is given to the membership with the intention to request an increase above that amount for the next year.

However, notwithstanding anything contained herein to the construction contrary, time the at such aв clubhouse/pavilion and the surronding facility is commenced the annual maintenance fee shall be increased to a level which is sufficient for the maintenance and the operation of these facilities. It is presently estimated that the annual maintenance shall be increased as a result of the commencement of the construction of theses facilities to (\$150.00) per lot, per year. The provisions of this paragraph are in addition to and shall not be factored into the yearly increase, if any, of the maintenance fee as provided hereinabove.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of levying an annual assessment shall be sent to all Members not less than ten (10) days or more that sixty (60) days in advance of the meeting. At the first of such meeting called, the presence of Members or proxies entitled to cast 35 percent (35%) of all votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Date of Commencement of Annual Assessments: Due The annual assessments provided herein shall commence on January 1, 1991. The amount of the assessment for the first year shall be \$80.00. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, subject to the provisions Section 3 above. Written notice of the annual assessment shall be sent to every owner. The due date(s) and time for payment(s), which may be monthly, quarterly, semiannually, or annually, shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specific lot have been paid. Persons acquiring lot(s) from the Declarant or its successors or assigns shall be subject to pay the pro rata share of the annual assessment imposed on the lot.

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, as hereinafter provided, thereupon be a continuing lien on the lot against which each assessment was made. Any individual who acquires title to a lot upon the death of an owner or by operation of law shall be personally liable for unpaid assessments with respect to such lot.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest rate permitted by law, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or may record a claim of lien against the lot or lots on which the assessment is unpaid, or may foreclose the lien against the lot or lots on which the assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, reasonable attorneys' fees, and the costs of preparing and filing the claim of lien, the complaint in such action the costs of litigation thereon including appellate fees.

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

Section 7. Subordination of the Lien to Mortgage. The lien of the assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in

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possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure and all persons claiming by, through or under such purchaser, or mortgagee, shall hold title subject to the liability of and lien for any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any lot, by reason of the provision of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien against all lots, including the lot as to which the foreclosure or conveyance in lieu of foreclosure took place.

Section 8. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the owner of any lot, the Declarant shall not be liable for assessments against such lot or lots provided that Declarant funds any deficit in operating expenses of the Association. Declarant may, at any time, commence paying such assessments as to lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 9. <u>Trust Funds</u>. The portion of all regular assessments collected by the Association as reserves for future expenses, shall be held by the Association in trust for the owners, as their interests may appear.

ARTICLE VI

ARCHITECTURAL CONTROL BOARD

Section 1. Architectural Control Board. There is appointed for the purposes of and with the powers hereafter expressed, an Architectural Control Board, sometimes referred to as the "ACB", whose initial members shall be Scott Stephens, John Pastor and John Faunce, or a representative of same designated by a majority of the members of said ACB. In the event of the death or resignation of any member of said ACB, the remaining member, or members, shall have full authority to approve or exercise the powers and authority of the ACB, as hereafter provided, or to designate a representative with like authority. Neither the members of the ACB, nor its designated representative, shall be entitled to any compensation for service performed to this Covenant. Nor shall they incur any liability for their actions or their failure to act.

Section 2. <u>Construction</u>. No building, fence, wall, satellite dish, television antenna, clothesline, swimming pool, or other structure, or landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change in alteration therein or change in the exterior appearance thereof or change in landscaping be made until plans and specifications showing the nature, kind, shape, height, materials and location of

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the same shall have been submitted to and approved by the ACB in writing, as to harmony to external design and location in relation to surrounding structures and topography. The ACB may establish architectural criteria to be applied in determining whether to approve a design for construction. Such criteria may include the size, screening and landscaping. All driveways shall be either constructed of asphalt or cement and if painted, such color shall be harmonious with the architectural criteria for the residents as approved by the ACB and no changes in the color thereof, without the expressed approval of the ACB shall be made. All clotheslines, satellite dishes, and antennas shall be completely shielded from all roadways and other lots.

Section Plans and Specifications. specifications for final approval shall include the following:

(a) Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placement of residents, garage, outbuildings, and walls or fences.

(b) Front elevation and both side elevations, or front elevation and one side elevation and rear elevation, for the building, as well as all elevations of any walls and or fences.

(c) A perspective drawing, if deemed necessary by the ACB, to

interpret adequately the exterior design.

(d) Manufactured or prefabricated homes shall not be approved

by the ACB.

(e) One set of blueprints shall be left with the ACB until construction is completed.

Section 4. Notice of Board Action. The ACB shall notify the Owner in writing of the ACB's approval or disapproval within 30 days after filing of the plans and specifications. If such notice is not given within 45 days after submittal of the plans and specifications, then approval for same shall not be required, but all other Covenants and Restrictions, herein contained, shall remain in full force and effect.

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

Inspections. The ACB, through its authorized representatives, may make periodic inspections to ensure that the construction is in accordance with the approved plans and specifications.

Section 7. <u>Indemnification</u>. The Association shall indemnify and hold harmless the ACB, and each member thereof, from any liability, loss, claim, action or suit, including but not limited to, attorney's fees and costs, arising from or by virtue of any

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action, except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof, relative to the rights and duties as required to indemnify the ACB or any member thereof for action brought by the Association in which the Associations successful.

ARTICLE VII

GENERAL USE RESTRICTIONS

Sections 1. Applicability. The provisions of this Article shall be applicable to the properties. In addition to and not in lieu of the following General Use Restrictions, supplemental Covenants and Restrictions may be filed contemporaneously herewith, or at such time as the Declarant may deem appropriate pursuant to Declarant's authority as contained in Article VII, Section 14.

Section 2. Uses and Structures.

(a) No lot shall be used except for residential purposes and no structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height as permitted by County Zoning laws.

(b) No structure or any part thereof shall be used for any purpose except as a private dwelling for one family; nor shall business of any kind or noxious or offensive activity be carried upon any lot; nor shall anything be done therein which may be or

become an annoyance or nuisance to the neighborhood.

- (c) No trailer, basement (except walk-out basements), tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall, at any time, be used for human habitation. The keeping of a mobile home, a motor home, travel trailer, or motor boat, houseboat or similar water born vehicle, shall only be maintained, stored or kept on any lot if housed completely within a structure which has been approved by the ACB or if such equipment is of such a size which cannot be reasonably contained within a structure, then it shall only be stored at the site in a manner approved by the ACB. To obtain approval of the ACB for the storage of a vehicle, the property owner shall submit a plan which shall depict the site of the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to the adjoining property owners.
- (d) Any electrical or mechanical equipment, outdoor clothesline, and satellite television reception dish, if otherwise visible from a road right-of-way, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material and color to the structure. However, if an when such time as cable television service is available into the subdivision, television and/or satellite reception dishes will no longer be permitted.

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(e) Postlamps shall be required to be installed at the time of construction of the home on the lot subject to these restrictive covenants. The postlamps shall be installed in the front yard only, of the respective lot. The design of the postlamp shall be approved by the ACB. Postlamps shall be controlled by a photoelectric cell or similar devise in order that they are automatically controlled. It shall be the obligation of the lot owner to maintain the postlamp in an operable condition in order that the lamp will be lit from dusk until dawn. The Canterbury Lake Estates Property Owners Association, Inc., shall be responsible to enforce this obligation.

(f) When exterior lighting is placed or constructed on any lot or residence on said lot, the lighting will be screened, focused or directed in such direction so as not to disturb adjoining

property owners or create an annoyance or nuisance.

Section 3. Lot area, width, set back, size of building and prohibitions against subdividing plotted lots.

(a) No platted lot shall be further subdivided for residential use, unless such further subdivision of the property is to increase the size of existing platted lots. It is the intent of this prohibition to restrict the parcel to one residence per platted lot or larger parcel. Any further re-subdivision or dividing of properties in order to increase the size of a residential parcel shall be done only with the approval and consent of the ACB.

(b) No structure, including swimming pools and/or pool enclosures shall be built or placed upon the lot nearer than 20 feet to the front lot line, 25 feet to the rear lot line, 7.5 feet from the side lot line and 7.5 feet to the street line of any

corner lot.

(c) No residential structure shall be constructed which is less than 1050 square feet of living area, excluding carports, patios or similar covered areas, but unheated or uncooled areas.

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

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that not more than 2 dogs or 2 cats or any combination thereof, or any other domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or purposes.

Section 6. <u>Fences and Hedges</u>. No fence or wall shall be erected or maintained in the front beyond the front building set back line. No hedge over 3 feet in height shall be permitted along

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the front lot line. No fence or hedge shall be erected or maintained, which shall unreasonably restrict or obstruct sight lines or corners at any intersection or driveway with streets.

Section 7. Garbage and Rubbish. Garbage or rubbish shall not be dumped or burned or allowed to remain on any lot, except that garbage, rubbish or other debris, properly contained in metal or plastic receptacles, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times such receptacles shall be placed on the lots so as to not be visible from the road. All refuse receptacles, propane gas tanks and fuel oil tanks shall be so constructed, placed or screened so as not to be visible from any public road.

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

Section 9. <u>Signs.</u> No billboards, signboards or advertising devices shall be maintained on any lot, except for one sign of not more than eleven inches by fourteen inches advertising the property for sale or rent or signs used by the builder advertising the property during the construction and sales period or a professional sign which shall not be illuminated except by non-flashing white light emanating from within or on the sign itself and so shielded that it illuminates the face of the sign only. The Declarant reserves the right to erect any sign of any size as permitted by the County to identify the development and to direct traffic.

Section 10. <u>Parking.</u> Owners shall provide adequate offstreet parking for the parking of automobiles owned by such Owner, and his guests, and shall not park or allow his guests to park their automobiles on the adjacent road and street right-of-way overnight or for periods of time longer than four hours. Page 10 of 13 Section 11. Changes in Lot Elevation. No changes in the elevation of any lot shall be made which will interfere with the drainage of, or otherwise cause undue hardship to the adjoining lots.

Section 12. <u>Gardens</u>. Gardens for the growing of vegetables for domestic use only shall be permitted with the approval and consent of the ACB as to the area and location on the lot. In no event shall more than three percent of the gross square footage of the lot be utilized for gardening purposes. Gardens shall refer to the growing of vegetables and is not referring to flower gardens. Any vegetable garden shall be maintained in a neat fashion and no obnoxious fertilizing materials shall be utilized or permitted.

Owner Maintenance. The lots and improvements Section 13. thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his property and the improvement thereon (whether vacant or occupied) in a neat and attractive condition, the ACB, its authorized agents or successors and assigns may, after ten days notice to such Owner, enter upon such property repair, maintain and restore the improvement and to have the grass, woods and other vegetation cut, debris removed and the lot returned to the prevailing standards of appearance of the community. The ACB, it's authorized agents or successors and assigns is hereby authorized to enter upon the property to conduct such actions when and as often as the same is necessary in its judgment to maintain the lot in a fashion contemplated by this Declaration. The owner of any such lot shall be personally liable to the Association for the cost of any such repairs and maintenance, which costs shall be added to and become a part of the assessment, to which said lot is subject.

Section 14. Landscaping. Proper landscaping complements not only the individual lot, but also the overall appearance and beauty of the subdivision. Therefore a minimum of 2% of the construction costs shall be spent by an owner in the subdivision for new landscape plant materials for each single family residence. The proposed plan for landscaping will be submitted to the ACB at the time of compliance of Article VI, Section 2 and 3 herein.

Section 15. <u>Underground Utilities</u>. All utility service such as, but not limited to, electric, telephone, cable television and gas running from their main distribution line to individual homes shall be underground only.

Section 16. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the Covenants, Conditions, Restrictions and Easements of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and

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recordation of any instrument executed by: (1) Declarant, for so long as it holds title to ten (10) percent or more of the units and lots in the property; or, alternatively, (2) by Owners who collectively hold not less than two-thirds of the votes of the membership in the Association, provided that, so long as the Declarant is the owner of any property affected by this Declaration, the Declarant's consent thereto such amendment, change, addition, derogation or deletion thereto these Restrictions must be obtained. The Declarant shall not amend this Declaration in such a way as to materially or adversely affect the interest of the then-present members, unless a majority of such Members, voting at a special meeting duly called therefor, agree to such amendment.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. <u>Duration</u>. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then members, having sixty percent of all the lots shown on the aforesaid plat, agreeing to change such Covenants and Restrictions, in whole or in part, shall have been recorded in the Public Records of Citrus County, Florida.

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

Section 3. Enforcement. The Declarant, the Association, an Owner or the ACB may enforce these Covenants and Restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants or Restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these Covenants. The failure of the Declarant, the Association, the Owner(s) or the ACB to enforce any of these Covenants and Restrictions shall not give rise to the right of any Owner to compel the Association to enforce these Covenants and Restrictions, or to otherwise perform its obligations hereunder. Should the Declarant, the Association, or the ACB bring any action or suit, either at law or in equity, or both to enforce these Covenants and Restrictions, or should the Declarant bring suit against the Association to compel same to perform its obligations hereunder, it shall be entitled, in addition to all other relief provided by law, to an award of reasonable attorneys' fees and costs, including all costs incurred at the appellate level.

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Section 4. <u>Severability</u>. Invalidation of any one of these Covenants or Restrictions by judgment or other court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. <u>Gender and Grammar</u>. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the feminine and the neuter.

Section 6. <u>Effective Date</u>. The Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida.

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida Corporation, has hereunto set its hand this 23' day of 1990.

WITNESSES:

Canterbury Lakes, Inc., a Florida Corporation

By: Scott Stephen

Scott Stephens
President

Judy J. awe

Attest:

John E. Pastor

Secretary/Treasurer

State of Florida County of Citrus

I certify that on this date before me, an officer duly authorized in the State and County above named to take acknowledgements, personally appeared Scott Stephens and John E. Pastor, known to me to be the persons described in and who executed the foregoing instrument for Canterbury Lakes, Inc., a Florida Corporation, that they acknowledged before me that they executed the instrument as the act and deed of the Corporation for the uses and purposes therein mentioned.

executed and sealed by me at the State and County aforesaid, on the 23 day of 60 day of 1990.

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My Commission Expires:

NOTARY PERLIS, COATE OF LEGIDA MY JOHN, Sive, Charles, 10, 17, 1991. Deales from Author reside Union Aventers.

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