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VERIFIED BY:  
  
D.C.

**THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CLUB MEMBERSHIP**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB MEMBERSHIP ("Declaration") is made this 25<sup>th</sup> day of February, 1998, by Canterbury Lakes, Inc., a Florida corporation. It affects certain lots developed by Canterbury Lakes, Inc., benefitting those lots with Social Memberships in Citrus Hills Golf and Country Club (herein "Club"), and burdening those lots with the obligation of paying dues for such membership, as established by Citrus Hills Golf and Country Club, Inc., to Citrus Hills Golf and Country Club, Inc., its successors and assigns (herein "CHGCC").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Declaration, and desires to create thereon the benefit of social membership in the Club, and the burden of payment of family social membership dues as established from time to time by CHGCC, and to provide for collection of such payments by CHGCC; and,

WHEREAS, Developer desires to subject property to this Declaration;

NOW, THEREFORE, the Developer hereby declares that the Property identified in this Declaration is and shall be held, transferred, sold, conveyed, used and occupied subject to all of the recorded covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), including this Declaration.

**ARTICLE I. : DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

1. "Club" means Citrus Hills Golf and Country Club, the club/association established by Citrus Hills Golf and Country Club, Inc., a Florida corporation, and/or its successors and assigns.
2. "Developer" means Canterbury Lakes, Inc., a Florida corporation, its successors or assigns.
3. "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for use as living quarters and constructed upon a Lot, Unit or Parcel of the Property. The term "Dwelling" shall include

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## FENCES, TRELLISES, WALLS, HEDGES AND SCREENS

Fencing is restricted to the property behind the rear corners of the dwelling. Should the fence extend from the rear corner towards the side property line, visible from the street, shrubbery will be required to conceal the fence.

- Fencing must not be over 4 feet tall unless it is a Canterbury Lake Estates perimeter fence. In this case; it must match the existing fence.
- Only open rail or open picket style fencing are the approved styles.
- Fencing material shall be wood, plastic or powder coated aluminum.
- Color selection is limited to white, except for Canterbury Lake Estates perimeter fences.
- Wire or fabric attached to the fence is not allowed.
- Trellises, walls, hedges and screens are not permitted beyond the front building setback line and may not obstruct sight lines at driveways and street corners.
- Hedges along the front setback line must be kept trimmed no higher than three (3) three feet.
- Natural plantings are preferred as screening material.

## GRADING

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 and/or common grounds.

## SOD AND IRRIGATION

- A central water supply shall furnish water to each lot. Except for Xeriscape landscaping, an irrigation system is to be installed to cover the grounds adequately and to effectively water the grass, shrubs and trees.
- Any use of wells for irrigation must be submitted to the ARC for approval.
- With the exception of Xeriscape landscaping, all homes must have sod in place prior to closing.

## TREES

- Preservation of as many trees as possible during the home construction and lot development planning stage is encouraged. Trees that are immediately adjacent to the construction site should be protected by the contractor to avoid damage. It is recommended that Property Owner tag trees to be preserved. The preservation of Scrub Oaks and Turkey Oaks is not encouraged as they are short lived and may damage a home if dislodged during a storm. Live oaks cannot be removed without being replaced on the same lot.
- Pruning, cutting, and clearing of trees on Common Grounds are the sole responsibility of the Grounds and Landscaping Committee.
- Trees and/or branches that hang over or lean toward an adjacent residence are the responsibility of the lot owner.

## LANDSCAPING

- Site planning and clearing of lots must preserve the natural trees and land contours.
- Two percent (2%) of construction cost of the home shall be allocated for flower, shrubbery, and tree plantings.
- All landscaping must be completed within 30 days after issuance of Certificate of Occupancy.
- If retaining walls are required, they must be concrete block or solid concrete (ARC approval required).

apartments, single-family homes, townhomes, duplexes, condominium or cooperative units and the like.

4. "Family Social Member" means a Charter Social Member, of the Family type, of the Club, as defined and determined by the Club in its Charter Membership Plan, Rules and Regulations, as they may be amended from time to time.
5. "Lot" means any platted lot within the Property.
6. "Qualified Owner" means any Person who from time to time holds record title to any Lot, Unit or Parcel, upon which there is a completed Dwelling (as determined by the issuance of a Certificate of Occupancy by a governmental entity). If more than one Person holds such title, all such persons are Qualified Owners, jointly. This expressly does not include the Developer.
7. "Parcel" means any portion of the Property that is not a Unit or Lot and is not Common Property or property owned by a governmental entity.
8. "Person" means any natural person or artificial entity having legal capacity.
9. "Property" shall mean and refer to that certain real property identified in Article II hereof which is made subject to this Declaration.
10. "Unit" means a cooperative unit pursuant to the declaration or documentation applicable thereto.

**ARTICLE II. : PROPERTY SUBJECT TO THIS DECLARATION**

1. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Citrus, State of Florida, and is more particularly described in the description attached hereto as Schedule A, and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto made subject to this Declaration, less any deletions therefrom pursuant to this Declaration shall hereinafter be referred to as the "Property".
2. Appurtenances. The benefit and burden of all rights and easements granted by this Declaration constitute a permanent appurtenance to, and will pass with the title to every Lot, Unit or Parcel.

ARTICLE III. : ADDITIONS OR DELETIONS OF PROPERTY

1.
  - a. Additions to the Property. Additional land may be made subject to all the terms hereof in the manner specified in this Article, so long as Developer maintains ownership of at least one Lot, Unit or Parcel. Notwithstanding the foregoing, however, under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by the Developer or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Article, is made subject to this Declaration shall hereupon and thereafter be included within the term "Property" as used in this Declaration.
  - b. Mergers. Upon the assignment, sale, merger, consolidation, or other transfer of CHGCC to another person or entity, the Club's rights may, by operation of law, be transferred to the assignee, transferee, surviving or consolidated corporation. The surviving or consolidated corporation shall thereafter operate as the Club under this Declaration and administer the rights and privileges established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.
  - c. Deletions from the Property. Except as otherwise may be expressly provided herein, only the Developer may delete and withdraw a portion of the Property from being subject to this Declaration.
2. Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to or from this Declaration by, and only by, the following procedure:
  - a. The Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Club or any Owner, to make additional land subject to this Declaration.
  - b. The addition shall be accomplished by the Developer filing of record an amendment to this Declaration to include the additional land within the scope of this Declaration. Such supplement need only be executed by the Developer and shall not require the joinder or consent of the Club or the Owners. Such supplement may contain such additional provisions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be desired by Developer.

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- c. The Developer may delete and withdraw a portion of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records which specifically and legally describes the property being withdrawn. Such supplement need only be executed by the Developer and shall not require the joinder and consent of the Club or the Owners.
- d. Nothing contained in this Article shall obligate the Developer to make additions to or deletions from the Property.

**ARTICLE IV. : MEMBERSHIP**

Membership. Every Qualified Owner shall be a Family Social Member of Citrus Hills Golf and Country Club, subject to and bound by the Club's Articles, By-Laws, Rules and Regulations, and this Declaration, as they may be amended from time to time. The foregoing does not include Persons who hold an interest merely as security for the performance of an obligation. A Qualified Owner of more than one Lot, Unit or Parcel shall be a Family Social Member for each Lot, Unit or Parcel owned by such Person. Membership shall be appurtenant to, and may not be separated from ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel.

**ARTICLE V. : RIGHTS AND OBLIGATIONS OF THE CLUB**

Club. The Club shall govern, make rules and regulations, control and manage the Club, its members and its property pursuant to the terms and provisions of the Club's Articles, By-Laws, Membership Plan, Rules and Regulations, as amended from time to time.

**ARTICLE VI. : COVENANT FOR ASSESSMENTS**

- 1. Assessments Established. Each Qualified Owner of any Lot, Unit or Parcel by acceptance of a deed to such Lot, Unit or Parcel whether or not it is so expressed in such deed, is deemed to covenant to pay to Citrus Hills Golf and Country Club, Inc.:
  - a. the dues, fees and/or assessments, as established by the Club, from time to time; and,
  - b. any and all special assessments, fines, or penalties, assessed by the Club, pursuant to its Articles, By-laws, Membership Plan, and Rules and Regulations, as amended from time to time; and,

- c. All interest, late fees and taxes, if any, that from time to time as may be imposed upon all or any portion of the dues, fees or assessments of the Club.

All of the foregoing, together with all costs and expenses of collection, including reasonable attorneys' fees, shall be a continuing charge on the land secured by a continuing lien upon the Lot, Unit or Parcel against which each assessment is made. Each such assessment, together with all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person or Persons who was or were the Owner(s) of such Lot, Unit or Parcel when such assessment became due. Any one or all of the foregoing described assessments shall be referred to in this Declaration as "Assessment."

2. Purpose of Assessments. The Assessments paid to the Club may not be used in a manner prohibited by the Club.
3. Initial Assessment. The initial Assessment shall be \$150.00, plus applicable sales tax, per year, per Lot, Unit or Parcel, and will remain in effect until a different Assessment is determined as provided in the Club's Articles, By-laws, Membership Plan and Rules and Regulations, as properly amended from time to time.
4. Commencement of Assessment. Payment of the Assessment as to each Lot, Unit or Parcel owned by a Qualified Owner commences on the first day of being a Qualified Owner, with a pro-ration of the current Assessment, based on the day of becoming a Qualified Owner, and shall be paid to the Club. The Assessment may then and thereafter be billed to the Qualified Owner as a special assessment.
5. Lien for Assessment. All Assessments to any Lot, Unit or Parcel together with all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot, Unit or Parcel in favor of the Club to secure the obligations to the Club as set forth herein. All lienors acquiring liens on any Lot, Unit or Parcel after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien for the benefit of the Club, and the priority of said lien. The Club from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record any such Notice of Lien will affect the existence or priority of the lien.
6. Certificate. Upon demand, and for a reasonable charge, the Club will furnish to any interested person a certificate signed by an officer of the Club setting forth

whether the Assessments against a specific Lot, Unit or Parcel have been paid and, if not, the unpaid balance(s).

7. Remedies. Any Assessment not paid within the time frames established by the Club, and this Declaration, from time to time, shall be subject to late fees, penalties, and interest until paid at the rate(s) established by the Club; provided, however, that such rate shall not exceed the maximum rate constituting usury under applicable law. The Club may bring an action at law against the Qualified Owner personally obligated to pay such Assessment, or foreclose its lien against such Qualified Owner's Lot, Unit or Parcel. No Qualified Owner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the lien or its priority.
8. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant Qualified Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Qualified Owner also is required to pay any Assessments against the Lot, Unit or Parcel that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a prorated basis and paid as of the date the Qualified Owner's title is divested by foreclosure. The Club has the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, or to acquire such Lot, Unit or Parcel by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot, Unit or Parcel as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Qualified Owner for such deficiency.
9. Priority Status of Lien. Sales or transfers of any Lot, Unit or Parcel do not affect the Assessment lien. The Club may give any lienholder of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel. Any lienholder holding a lien on a Lot, Unit or Parcel may pay, but is not required to pay, any amounts secured by the lien established by this Article; and upon such payment, such lienholder will be subrogated to all rights of the Club with respect to such lien, including priority.
10. Homesteads. By acceptance of a deed to any Lot, Unit or Parcel, each Qualified Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement, benefit, and

maintenance of any homestead thereon and the lien for Assessments has priority over any such homestead, and rights of homestead.

#### ARTICLE VII. : OPERATION AND ACTION

1. Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.
2. Action by the Club. All actions to be taken by the Club under this Declaration shall be taken by the Club, or its designees or assigns.

#### ARTICLE VIII. : GENERAL PROVISIONS

1. Enforcement. Unless expressly provided otherwise, the Club has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, through, or pursuant to, the provisions of this Declaration. If the Club or any Person entitled to enforce the collection provisions of this Declaration is the prevailing party in any litigation involving the collection of Assessments under this Declaration, such party shall recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Club is the prevailing party against any Qualified Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party, may be assessed against such losing Qualified Owner's Lot, Unit or Parcel as provided herein. Failure by the Club to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.
2. Amendment  
Notwithstanding any contrary or limiting provision in this Declaration, the Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time which Developer shall have title to one or more Lots, Units or Parcels.
3. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity.

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- 4. Covenant Running with Property. The Covenants and Restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforceable, for a term of Twenty-Five (25) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years, unless: (i) ninety-five (95%) of the then-record title owners of the Property, along with the Club, affirmatively decide within six (6) months of such renewal date not to renew these covenants and restrictions and a certificate executed by the owners of the Property and the Club, certifying such decision is recorded in the public records; (ii) the Club, its successors and assigns, shall fail to exist; or, (iii) the Club shall no longer have available, make available or offer memberships.
  
- 5. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa: (ii) the use of one gender includes all genders: (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Lot," "Unit" or "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.
  
- 6. Assignment of Developer's Rights. Any or all of the rights, privileges, or options provided to or reserved by Developer in this Declaration, the Articles or the By-Laws, may be assigned by Developer, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of Citrus County, Florida. Any partial assignee of any of the rights of Developer shall not be deemed the Developer, and shall have no other rights, privileges or options unless otherwise specifically assigned. No assignee of Developer shall have any liability for any acts of Developer or any prior Developer unless such assignee is assigned and agrees to assume such liability.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized agent(s) on this 25<sup>th</sup> day of February, 19 98.

[Signature]  
 Name: LISA M BARONORE

CANTERBURY LAKES, INC.,  
 a Florida corporation

[Signature]  
 Name: Kelleen Manning

By: [Signature]  
 Stephen A. Tamposi, President

*Lisa M Bazemore*  
Name: LISA M BAZEMORE

*Kelleen Manning*  
Name: Kelleen Manning

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

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen A. Tamposi and John E. Pastor, as President and Secretary, respectively, of Canterbury Lakes, Inc., a Florida corporation, who are personally known to me.

WITNESS my hand and official seal this 25<sup>th</sup> day of February 19 98.

*Lisa M Bazemore*  
Notary Public - State of Florida



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SCHEDULE A

Property

The following described properties, situated in CANTERBURY LAKE ESTATES FIRST ADDITION subdivision, according to the plat thereof recorded in Plat Book 16, Pages 34 through 36, inclusive, of the Public Records of Citrus County, Florida:

**Block E, Lots 1 - 16;**

**Block F, Lots 6 - 14;**

**Block G, Lots 1 - 8; and,**

**Block H, Lots 1 - 25.**

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FILED & RECORDED  
CITRUS COUNTY Florida  
BETTY STRIFLER, CLERK

1056121

VERIFIED BY:

*[Signature]* D.G.

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 1231, PAGES 0081-0090, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida corporation is the Developer of Canterbury Lake Estates, Canterbury Lake Estates First Addition, and Canterbury Lake Estates Second Addition subdivisions, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded covenants, conditions and restrictions in the public records in Citrus County in OR Book 1231, Pages 0081-0090, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend certain provisions of the Declaration of Covenants, Conditions and Restrictions for Club Membership for certain properties (herein "Club Declaration"), to increase the property subject to the Club Declaration; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to the requisite number of lots as required by Section 2 of Article VIII, in the Club Declaration.

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article II, Section 1, to add the following described properties to the Property subject to the Club Declaration:

See "Exhibit A," attached.

In all other respects the Club Declaration is confirmed by the Declarant, Canterbury Lakes, Inc.

[SIGNATURES AND NOTARIES ON FOLLOWING PAGE]

1999 FEB 11 AM 10:16

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Comm Recs

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IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 29th day of December, 1998.

Canterbury Lakes, Inc.,  
a Florida corporation

[Signature]  
Witness name: Eric D. Baez  
City, State: Hernando, FL

By: [Signature]  
Stephen A. Tamposi,  
President

[Signature]  
Witness name: Aime M. Craig  
City, State: Hernando, FL

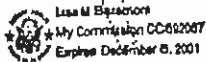
By: [Signature]  
John E. Pastor,  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

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

WITNESS my hand and official seal, this 29th day of December, 1998

[Signature]  
Notary Public



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**EXHIBIT A**

The following lots, according to the plat of CANTERBURY LAKE ESTATES  
SECOND ADDITION, as recorded in Plat Book 116, Pages 80 through 86,  
Public Records of Citrus County, Florida:

- Lots 17 through 31, Block E;
- Lots 11A, 12A, and 15 through 67, Block F;
- Lots 9 through 17, Block G;
- Lots 1 through 54, Block I;
- Lots 1 through 21, Block J; and,
- Lots 1 through 22, Block K.

15.00 Rec.

FILED & RECORDED  
CITRUS COUNTY Florida  
BETTY STRIFLER, CLERK

1056121

VERIFIED BY:  
 D.C.

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 1231, PAGES 0081-0090, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida corporation is the Developer of  
Canterbury Lake Estates, Canterbury Lake Estates First Addition, and Canterbury Lake  
Estates Second Addition subdivisions, which properties are duly platted of record in Citrus  
County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded covenants,  
conditions and restrictions in the public records in Citrus County in OR Book 1231, Pages  
0081-0090, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend certain  
provisions of the Declaration of Covenants, Conditions and Restrictions for Club Membership  
for certain properties (herein "Club Declaration"), to increase the property subject to the Club  
Declaration; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to the  
requisite number of lots as required by Section 2 of Article VIII, in the Club Declaration.

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article II, Section 1,  
to add the following described properties to the Property subject to the Club Declaration:

See "Exhibit A," attached.

In all other respects the Club Declaration is confirmed by the Declarant, Canterbury  
Lakes, Inc.

[SIGNATURES AND NOTARIES ON FOLLOWING PAGE]

1999 FEB 11 AM 10:16  
BK 1288 PG 1622

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 29th day of December, 1998.

Canterbury Lakes, Inc.,  
a Florida corporation

[Signature]  
Witness name: EMC D. Abel  
City, State: Hernando, FL

By: [Signature]  
Stephen A. Tamposi,  
President

[Signature]  
Witness name: Aris M. Craig  
City, State: Hernando, FL

By: [Signature]  
John E. Pastor,  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

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

WITNESS my hand and official seal, this 29th day of December, 1998.

[Signature]  
Notary Public





FILED & RECORDED  
CITRUS COUNTY Florida  
BETTY STRIFLER, CLERK

1006555

VERIFIED BY:

CAB D.C.

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 0873, PAGES 2053-2065, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida Corporation is the Developer of Canterbury Lake Estates and Canterbury Lake Estates First Addition subdivisions, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053-2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend certain provisions of the Declaration of Covenants, Restrictions and Easements for Canterbury Lake Estates (herein "Declaration"), to add provisions concerning exclusivity of building contractor; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration.

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article VII to add Section 20 to read as follows:

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

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

Lot 5 of a minor subdivision in Section 22, Township 18 South, Range 19 East, Citrus County, Florida, as more particularly described in O.R. Book 1146, Pages 337 and 342;

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

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

In all other respects the Declaration is confirmed by the Declarant, Canterbury Lakes, Inc.

[SIGNATURES AND NOTARY CLAUSE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 10th day of APRIL, 1998.

Canterbury Lakes, Inc.,  
a Florida corporation

[Signature]  
Witness name: LISA M. BAZEMORE  
City, State: HERNANDO FL

[Signature]  
Witness name: Kelleen Manning  
City, State: Hernando, FL

By: [Signature]  
Stephen A. Tamposi,  
President


By: [Signature]  
John E. Pastor,  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

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

WITNESS my hand and official seal, this 10th day of APRIL, 1998.

[Signature]  
Notary Public

 Lisa M Bazemore  
My Commission CC692067  
Expires December 6, 2001

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VERIFIED BY:  
 D.C.

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL  
RECORDS BOOK 0873, PAGES 2053-2065 INCLUSIVE,  
PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida corporation is the Developer of Canterbury Lake Estates Subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc., has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053 through 2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant, is expanding the size of the existing subdivision to add property;

WHEREAS, Canterbury Lakes, Inc., the Declarant, desires to amend the restrictions, by amending Article II, Section 1, to subject additional property to the restrictions;


WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to substantially more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration of Covenants, Conditions, Restrictions and Easements for Canterbury Lake Estates;


NOW THEREFORE, Canterbury Lakes, Inc., by and through its authorized agents, does hereby amend Article II, by amending Section 1, to add the following described properties to the Property Subject to this Declaration:

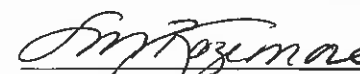
See "Exhibit A," attached.


In all other respects the restrictions are confirmed by the Declarant, Canterbury Lakes, Inc.

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 18 day of November, 1997.

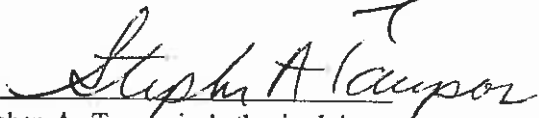
  
Witness name: LISA M. BAZEMORE  
City, State: HERNANDO, FL

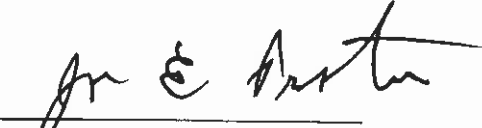
  
Witness name: KRISTEN DREYER  
City, State: HERNANDO, FL

  
Witness name: LISA M. BAZEMORE  
City, State: HERNANDO, FL

  
Witness name: KRISTEN DREYER  
City, State: HERNANDO, FL

Canterbury Lakes, Inc.,  
a Florida corporation

By:   
Stephen A. Tamposi, Authorized Agent

By:   
John E. Pastor, Authorized Agent

[NOTARY ON FOLLOWING PAGE]

BK 1222 PG 2437  
1997 JA - 3 AM 10: 04

STATE OF FLORIDA  
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi and John E. Pastor, as Authorized Agents of Canterbury Lakes, Inc., a Florida corporation, to me well known and personally known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed, and who did take an oath.

WITNESS my hand and official seal, this 18 day of NOVEMBER, 1997.

*Lisa M Bazemore*  
Notary Public LISA M BAZEMORE



LISA M BAZEMORE  
My Commission GC334351  
Expires Dec. 06, 1997  
Bonded by HAI  
800-422-1555

This instrument prepared by: Eric D. Abel, General Counsel, Canterbury Lakes, Inc., 2450 N. Citrus Hills Blvd., Hernando, FL 34442

PK 1222 PG 2438

1998 JAN -8 AM 10:04

**Exhibit A**  
Page 1 of 1

The following lots, in Canterbury Lake Estates First Addition, as recorded in Plat Book 16,  
Pages 34 through 36, Public Records of Citrus County, Florida.

Lots 1 through 16, Block E;

Lots 6 through 14, Block F;

Lots 1-8, Block G; and

Lots 1-25, Block H.

DK 1222 PG 24, 39

1998 JAN -3 AM 10: 04

AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 0873, PAGES 2053-2065, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA

WHEREAS, Canterbury Lakes, Inc., a Florida Corporation is the Developer of Canterbury Lake Estates subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053-2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend certain provisions of the Declaration of Covenants, Restrictions and Easements for Canterbury Lake Estates (herein "Declaration"), to add provisions concerning surface water management, to the extent they are required by law; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration.

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article I, to add a paragraph (h), to read as follows:

(h) "Surface Water" or "Stormwater Management System," whether those terms are capitalized or lower case, means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 8 of Article VII to add the following paragraphs at the end of the existing Section, as follows:

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

Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

RECORDED BY:  
  
D.C.

0998782

CITRUS COUNTY FLORIDA  
DEPUTY CLERK, CLERK

BK 1231 PG 0078

1998 MR -3 PM 2:54

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article IV to read as follows:

**ARTICLE IV**

**SECURITY AND MAINTENANCE OF PUBLIC RIGHTS OF WAY, SURFACE WATER SYSTEMS**

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 that are located on the Properties, which can include, but is not limited to, landscaping, paving, drainage, and street lighting. All work pursuant to this Article shall be paid for through assessments imposed in accordance with Article V hereof.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 2 of Article V to read as follows:

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the improvement and maintenance of public rights of way located 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 Declaration, provide security service to the Properties, to maintain the clubhouse and grounds thereof, and such other services which the Association is authorized to provide. In addition, assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 16 of Article VII to add the following language at the end of the existing Section, as follows:

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

In all other respects the Declaration is confirmed by the Declarant, Canterbury Lakes, Inc.

BK 1231 PG0079

1998 HR - 3 PM 2:54

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 25<sup>th</sup> day of FEBRUARY 1998.

Canterbury Lakes, Inc.,  
a Florida corporation

[Signature]  
Witness name: LISA M BAZEMORE  
City, State: HERNANDO, FL

By: [Signature]  
Stephen A. Tamposi,  
President

[Signature]  
Witness name: Kelleen Manning  
City, State: Hernando, FL

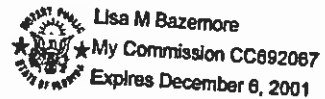
By: [Signature]  
John E. Pastor,  
Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

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

WITNESS my hand and official seal, this 25<sup>th</sup> day of FEBRUARY, 19 98.

[Signature]  
Notary Public



BK 1231PG0080

1998HR-3 PH 2:54



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VERIFIED BY:

*[Signature]* D.C.

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 0873, PAGES 2053-2065, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida corporation is the Developer of Canterbury Lake Estates, Canterbury Lake Estates First Addition, and Canterbury Lake Estates Second Addition subdivisions, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053-2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend certain provisions of the Declaration of Covenants, Restrictions and Easements for those properties (herein "Declaration"), to increase the property subject to the Declaration, amend the section regarding annual assessments to provide for maintenance of private roads, and amend the provisions concerning exclusivity of building contractor; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration.

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article II, Section 1, to add the following described properties to the Property subject to the Declaration:

See "Exhibit A," attached.

AND THEREFORE, Canterbury Lakes, Inc., does hereby amend Article V, Section 3, to read as follows:

**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:**

**\$150.00 per platted lot per year.**

**Any platted lot further divided shall pay its pro rata portion of \$150.00. The maximum Annual Assessment may not be increased more than ten percent (10%) above the previous year's assessment except by a**

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Canterbury Lakes

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 contrary, at such time as the private streets are paved which abut the following lots, these lots shall pay an additional fee in the amount of \$40.00 per platted lot per year, as part of their Annual Assessment:

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

The amount of this additional fee may be raised or lowered annually by majority vote of the Board of Directors of the Association, as may be reasonably determined by such Board. This additional fee shall be used by the Association solely for the benefit (construction, maintenance, repair and replacement) of the private roads and gates in Canterbury Lake Estates Second Addition, as recorded in Plat Book 11e, Pages 80 through 86, Public Records of Citrus County, Florida.

AND THEREFORE, Canterbury Lakes, Inc., does hereby amend Article VII, Section 20, to read as follows:

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

Lots 2, 4 and 5 of Block A; Lot 14 of Block B; Lot 45 of Block C; and, Lot 13 of Block D, all of Canterbury Lake Estates subdivision, as recorded in Plat Book 14, Pages 101 through 110, Public Records of Citrus County, Florida; Lot 5 of a minor subdivision in Section 22, Township 18 South, Range 19 East, Citrus County, Florida, as more particularly described in O.R. Book 1146, Pages 337 and 342; Lots 1 through 16 of Block E; Lots 6 through 14 of Block F; Lots 1 through 8 of Block G; and, Lots 1 through 25 of Block H, all of Canterbury Lake Estates First Addition subdivision, as recorded in Plat Book

**AMENDMENT TO RESTRICTIONS  
RECORDED IN OFFICIAL RECORDS BOOK 0873,  
PAGES 2053-0265 INCLUSIVE, PUBLIC RECORDS  
OF CITRUS COUNTY, FLORIDA**

Whereas, Canterbury Lakes, Inc., a Florida Corporation is the developer of Canterbury Lake Estates subdivision which properties are duly platted of record in Citrus County, Florida and,

Whereas, Canterbury Lakes, Inc. has previously caused to be recorded the Restrictions in the Public Records of Citrus County, Florida in Official Records Book 0873, Pages 2053-2065, inclusive and,

Whereas, pursuant to Article VII, Section 16 of said Restrictions the right to amend the Restrictions was retained by Canterbury Lakes, Inc. and,

Whereas, Canterbury Lakes, Inc., the Declarant therein does own substantially more than 10% of the lots, in truth and in fact owns more than 99% of lots within said subdivision and,

Whereas, Canterbury Lakes, Inc., the Declarant therein desires to amend the Restrictions in order to establish the size, type and quantity of signs permitted within the Canterbury Lake Estates subdivision, which amendment will not adversely effect the remaining properties.

Now Therefore, Canterbury Lakes, Inc., a Florida Corporation does by these Presents amend existing Article VII, Section 9, to read as follows:

Section 9 Signs: No billboards, signboards or advertising devises shall be maintained on any lot, except for one sign of not more than six (6) inches by eight (8) 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.

In all other respects the Restrictions are confirmed by the Declarant, Canterbury Lakes, Inc.

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In Witness Whereof, Canterbury Lakes, Inc., a Florida Corporation has hereunto set its hand and seal this 29th day of November, 1990.

Canterbury Lakes, Inc.,  
a Florida Corporation

By: Scott Stephens  
Scott Stephens, President

Attest: John E. Pastor  
John E. Pastor, Secretary

Judy S. Olive  
Witness

Chris L. Mack  
Witness

STATE OF Florida  
COUNTY OF Citrus

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott Stephens well known to me to be the President and John E. Pastor, Secretary, respectively, of the corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of November, A.D. 1990.

Chris L. Mack  
Notary Public  
My commission expires:

This Instrument Prepared by:  
Richard Wm. Wesch, Esq.  
2416 North Essex Avenue  
Hernando, Florida 32642

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: AUG. 7, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

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VERIFIED BY:

[Signature]  
D.C.

AMENDMENT TO RESTRICTIONS  
Recorded in Official Records Book 0873,  
Pages 2053 - 2065 Inclusive,  
Public Records of Citrus County, Florida.

BK0880PG0121

Whereas, Canterbury Lakes, Inc., a Florida Corporation is the developer of Canterbury Lake Estates subdivision, which properties are duly platted of record in Citrus County, Florida and,

Whereas, Canterbury Lakes, Inc. has previously caused to be recorded Restrictions in the Public Records of Citrus County, Florida in Official Records Book 0873, Pages 2053 through 2065, inclusive, and as amended in Official Records Book 0877, Pages 1999 through 2000, inclusive, and,

Whereas, pursuant to Article VII, Section 16 of said Restrictions the right to amend the Restrictions was retained by Canterbury Lakes, Inc., and

Whereas, Canterbury Lakes, Inc., the Declarant therein does own substantially more than ten percent (10%) of the lots, in truth and in fact owns more than ninety-two percent (92%) of the lots within said subdivision and,

Whereas, Canterbury Lakes, Inc., the Declarant therein desires to amend the Restrictions in order to establish the size, type and nature of boating equipment permitted upon the water bodies within the Canterbury Lake Estates subdivision, which amendment will not adversely affect the remaining properties.

Now Therefore, Canterbury Lakes, Inc., a Florida Corporation and the Declarant herein does by these Presents amend existing Article VII by creating a new Section 17, to read as follows:

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CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

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VERIFIED BY:

*Jam*  
D.C.

RECORDED

Section 17. Utilization of Water Borne Vehicles:

A. No water borne vehicles shall be permitted to be utilized upon the water bodies within the Canterbury Lake Estates subdivision except as follows:

1. canoes or kayaks no larger than eighteen feet in length.
2. any other type of water borne vehicle not expressly prohibited herein, no larger than fourteen feet in length.

B. No propulsion systems shall be permitted to be utilized upon any water borne vehicle upon the water bodies within the Canterbury Lakes Estates subdivision other than that of a human nature or an electrical motor of no greater than thirty (30) pounds of thrust. Specifically prohibited by this restriction are any propulsion systems which utilize gasoline or other petroleum based products as its fuel source.

C. No personal water craft vehicles, commonly referred to as, but not limited to, jet skies, waverunners, and the like shall be permitted upon the water bodies within the Canterbury Lake Estates subdivision.

The prohibitions contained in this section shall not be applicable to any vehicle or equipment necessary to maintain or improve the quality of the water bodies within the Canterbury Lake Estates subdivision and operated by the Declarant, its employees or authorized agents.

In all other respects the Restrictions are confirmed by the Declarant, Canterbury Lakes, Inc.

BK0880Pg0122

In Witness Whereof, Canterbury Lakes, Inc., a Florida Corporation has hereunto set its hand and seal this 21<sup>st</sup> day of December, 1990.

Canterbury Lakes, Inc.,  
a Florida Corporation

Judy S. Awe  
Witness

By: Scott Stephens  
Scott Stephens, President

Judy McLaughlin  
Witness

Attest: John E. Pastor  
John E. Pastor, Secretary

STATE OF Florida  
COUNTY OF Citrus

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott Stephens well known to me to be the President and John E. Pastor, Secretary, respectively, of the corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> day of December, A.D. 1990.

Judy McLaughlin  
Notary Public  
My commission expires:

This Instrument Prepared By:

Richard Wm. Wesch  
General Counsel  
Canterbury Lakes, Inc.  
2416 North Essex Avenue  
Hernando, Florida 32642

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 17, 1991.  
BUNDLED WITH NOTARY PUBLIC UNDERWRITERS.

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**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR**

**CANTERBURY LAKES ESTATES**

Recorded in O.R. Book 873, Pages 2053 - 2065  
and O.R. Book 877, Pages 1999 - 2000  
and O.R. Book 880, Pages 0121 - 0123  
of the Public Records of Citrus County, Florida.

WHEREAS, Canterbury Lakes, Inc., a Florida Corporation, is the developer of Canterbury Lake Estates subdivision, which properties are duly platted of record in Citrus County, Florida, and;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded a Declaration of Covenants, Restrictions and Easements for the subdivision in the Public Records of Citrus County, Florida, in O.R. Book 873, Pages 2053 through 2065; O.R. Book 877, Pages 1999 - 2000 and O.R. Book 880, Pages 0121 - 0123 inclusive, and;

WHEREAS, pursuant to Article VII, Section 16 of said Restrictions the right to amend the Restrictions was retained by Canterbury Lakes, Inc. and,

WHEREAS, Canterbury Lakes, Inc., the Declarant therein does own substantially more than 10% of the lots, in truth and in fact owns more than 80% of lots within said subdivision and,

WHEREAS, Canterbury Lakes, Inc., the Declarant therein desires to amend the Restrictions in order to establish criteria for the installation of mailboxes, to require sodding and irrigation of each lot and to require the location of postlamps be approved by the Architectural Control Board.

NOW THEREFORE, Canterbury Lakes, Inc., by and through its Officers Scott Stephens and John E. Pastor, does hereby add Article VII, Section 17 to read as follows:

Section 17. No mailbox shall be erected or maintained upon the properties, nor shall any change in the exterior appearance thereof be made until plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved by the Architectural Control Board in writing. The Architectural Control Board may establish architectural criteria to be applied in determining whether to approve a design for construction.

VE [Signature]  
BY: [Signature]  
D.C.

RECORDED  
CITRUS COUNTY, FLORIDA  
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NOW THEREFORE, Canterbury Lakes, Inc., a Florida Corporation does by these Presents amend existing Article VII, Section 14, to read as follows:

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. In addition, the entire lot must be sodded (except for areas in which landscape plants are located) and an irrigation system to cover the lot must be installed. The proposed plan for landscaping will be submitted to the ACB prior to the time of installation of landscaping, sod and/or irrigation systems in compliance with Article VI, Sections 2 and 3, of the Declaration herein.

NOW THEREFORE, Canterbury Lakes, Inc., a Florida Corporation does by these Presents amend existing Article VII, Section 2 (e), to read as follows:

Section 2. Uses and Structures.

(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 and location of the postlamp shall be approved by the ACB. Postlamps shall be controlled by a photo-electric 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.

In all other respects, the Restrictions are confirmed by the Declarant, Canterbury Lakes, Inc.

BK0897Pg1383

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida Corporation, has hereunto set its hand this 3<sup>rd</sup> day of June, 1991.

Canterbury Lakes, Inc.,  
A Florida Corporation

Luddy McLaughlin  
Witness

By: Scott Stephens  
Scott Stephens, President

Kevin L. Moxak  
Witness

Attest: John E. Pastor  
John E. Pastor, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott Stephens and John E. Pastor well known to me to be the President and Secretary, respectively, of the corporation, and that they each acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of June, A.D. 1991.

Luddy McLaughlin  
Notary Public  
My commission expires:

This Instrument Prepared By:  
Stephen D. Hurm  
General Counsel  
Canterbury Lakes, Inc.  
2416 North Essex Avenue  
Hernando, Florida 32642

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Feb. 17, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

R

BK 0897 PG 1 384

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR

CANTERBURY LAKES ESTATES

Recorded in O.R. Book 873, Pages 2053 - 2065  
and O.R. Book 877, Pages 1999 - 2000  
and O.R. Book 880, Pages 0121 - 0123  
and O.R. Book 897, Pages 1382 - 1384  
of the Public Records of Citrus County, Florida.

WHEREAS, Canterbury Lakes, Inc., a Florida Corporation, is the developer of Canterbury Lake Estates subdivision, which properties are duly platted of record in Citrus County, Florida, and;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded a Declaration of Covenants, Restrictions and Easements for the subdivision in the Public Records of Citrus County, Florida, in O.R. Book 873, Pages 2053 through 2065; O.R. Book 877, Pages 1999 - 2000, O.R. Book 880, Pages 0121 - 0123 and O.R. Book 897, Pages 1382 - 1384 inclusive, and;

WHEREAS, pursuant to Article VII, Section 16 of said Restrictions the right to amend the Restrictions was retained by Canterbury Lakes, Inc. and,

WHEREAS, Canterbury Lakes, Inc., the Declarant therein does own substantially more than 10% of the lots, in truth and in fact owns more than 80% of lots within said subdivision and,

WHEREAS, Canterbury Lakes, Inc., the Declarant therein desires to amend the Restrictions in order to change to rear set back requirements for pools.

NOW THEREFORE, Canterbury Lakes, Inc., a Florida Corporation does by these Presents amend existing Article VII, Section 3 (b), to read as follows:

Section 3. (b) No structure 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 lot line of any corner lot. However, no swimming pools and/or pool enclosures shall be built or placed upon the lot nearer than 10 feet to the rear lot line.

In all other respects, the Restrictions are confirmed by the Declarant, Canterbury Lakes, Inc.

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FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

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VERIFIED BY:

  
D.C.

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida Corporation, has hereunto set its hand this 18<sup>th</sup> day of June, 1991.

Canterbury Lakes, Inc.,  
A Florida Corporation

Cris L. Maxck  
Witness

By: Scott Stephens  
Scott Stephens, President

Judy McLaughlin  
Witness

Attest: John E. Pastor  
John E. Pastor, Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott Stephens and John E. Pastor well known to me to be the President and Secretary, respectively, of the corporation, and that they each acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18<sup>th</sup> day of June, A.D. 1991.

Judy McLaughlin  
Notary Public  
My commission expires:

This Instrument Prepared By:  
Stephen D. Hurm  
General Counsel  
Canterbury Lakes, Inc.  
2416 North Essex Avenue  
Hernando, Florida 32642

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Feb. 17, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

BK0898PG1826

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 0873, PAGES 2053-2065, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida Corporation is the Developer of Canterbury Lake Estates subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053-2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend Article V, Section 7, relating to maintenance assessments in order to clarify any possible misunderstanding as to Declarant's priority over Association assessments and liens; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend Article VI, Section 2, relating to construction; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to substantially more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration of Covenants, Restrictions and Easements for Canterbury Lakes, Inc..

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 7 of Article V to read as follows:

**Section 7. Subordination of the Lien to Mortgages.** 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 the recordation of a claim of lien for unpaid assessments, and shall be subordinate to the Declarant's position as mortgagee by virtue of Declarant's land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee, including the Declarant (who is in a mortgagee position by virtue of its land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage), that has acquired title by deed in lieu of foreclosure, cancellation or other termination of interest, and all persons claiming by through or under such purchaser or mortgagee shall hold title subject only to the liability and lien of any assessment becoming due after such foreclosure, conveyance in lieu of foreclosure, cancellation or other termination of interest. Any unpaid Assessment which cannot be collected as a lien against any 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.

And,

Canterbury Lake Estates  
Page 1 of 3

BK 1027 PG 0037

806129

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

94 MAR 31 PM 2 41

VERIFIED BY:

  
D.C.



NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 2 of Article VI to read as follows:

**Section 2. Construction.** 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 or 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 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 constructed of cement. If the construction is to be 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 antennae shall be completely shielded from all roadways and other lots (if approved at all).

All construction must be completed within one year from the date of commencement of construction.

In all other respects the restrictions are confirmed by the Declarant, Canterbury Lakes, Inc..

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 17th day of DEC., 1993.

Canterbury Lakes, Inc.,  
a Florida corporation

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

Diane Cohen  
Witness name: DIANE COHEN  
City, State: HERNANDO, FL

Eric D. Abel  
Witness name: ERIC D. ABEL  
City, State: HERNANDO, FL

STATE OF FLORIDA  
COUNTY OF CITRUS

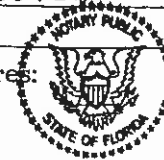
Before me personally appeared Stephen A. Tamposi, President of Canterbury Lakes, Inc., a Florida corporation, personally known to me to be the person described in and who executed the foregoing instrument, and who did take an oath.

WITNESS my hand and official seal, this 17 day of DEC., 1993.

Diane Cohen

Notary Public name:

My commission expires:



OFFICIAL SEAL

DIANE COHEN

My Commission Expires

Feb. 5, 1996

Comm. No. CC 177971

Diane Cohen

Witness name: DIANE COHEN

City, State: HERNANDO, FL

Eric D. Abel

Witness name: ERIC D. ABEL

City, State: HERNANDO, FL

By: John E. Pastor

John E. Pastor,

Secretary

STATE OF FLORIDA  
COUNTY OF CITRUS

Before me personally appeared John E. Pastor, Secretary of Canterbury Lakes, Inc., a Florida corporation, personally known to me to be the person described in and who executed the foregoing instrument, and who did take an oath.

WITNESS my hand and official seal, this 17th day of DEC., 1993

Diane Cohen

Notary Public name:

My commission expires:



OFFICIAL SEAL

DIANE COHEN

My Commission Expires

Feb. 5, 1996

Comm. No. CC 177971

This instrument prepared by: Eric D. Abel, General Counsel, Canterbury Lakes, Inc., Citrus Hills Blvd., Hernando, FL 34442

BK 1027 PG 0039

947172

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK

97 MAR 12 PM 12 46

VERIFIED BY:  
JP

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL  
RECORDS BOOK 0873, PAGES 2053-2065 INCLUSIVE,  
PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida corporation is the Developer of Canterbury Lake Estates Subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc., has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053 through 2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend Article VII, by amending Section 2(d), relating to Screening of Electrical and Mechanical Equipment, to provide a specific allowance for digital satellite systems which are less than a certain diameter;

WHEREAS, Canterbury Lakes, Inc., the Declarant, is expanding the size of the existing subdivision to add property;

WHEREAS, Canterbury Lakes, Inc., the Declarant, desires to amend the restrictions, by amending Article II, Section 1, to subject additional property to the restrictions;

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to substantially more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration of Covenants, Conditions, Restrictions and Easements for Canterbury Lakes, Inc.;

NOW THEREFORE, Canterbury Lakes, Inc., by and through its authorized agents, does hereby amend Article VII, by amending Section 2(d), to read as follows:

Any electrical or mechanical equipment, and/or outdoor clothesline, 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.

Digital satellite system and/or wireless cable television reception dishes larger than twenty inches (20") in diameter are not permitted. Digital satellite system and/or wireless cable television reception dishes twenty inches (20") or less in diameter are expressly allowed; provided that, any such qualifying reception dish must be installed so as to be harmoniously screened from the road right-of-way and neighboring properties.

AND,

Canterbury Lakes, Inc., by and through its authorized agents, does hereby amend Article II, by amending Section 1, to add the following described properties to the Property Subject to this Declaration:

See "Exhibit A," attached.

In all other respects the restrictions are confirmed by the Declarant, Canterbury Lakes, Inc.

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 20th day of DECEMBER, 1996.

[SIGNATURES AND NOTARIES ON FOLLOWING PAGE]

BK 1174 PG 156



[Signature]  
Witness name: LISA M. BAZEMORE  
City, State: HERNANDO, FL  
[Signature]  
Witness name: ERIC D. ABEL  
City, State: HERNANDO, FL

Canterbury Lakes, Inc.  
a Florida corporation

By: [Signature]  
Stephen A. Tamposi, Authorized Agent

[Signature]  
Witness name: LISA M. BAZEMORE  
City, State: HERNANDO, FL  
[Signature]  
Witness name: JEAN M. DOBBYN  
City, State: HERNANDO, FL

By: [Signature]  
John E. Pastor, Authorized Agent

STATE OF FLORIDA  
COUNTY OF CITRUS

Before me personally appeared Stephen A. Tamposi and John E. Pastor, as Authorized Agents of Canterbury Lakes, Inc., a Florida corporation, to me well known and personally known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed, and who did take an oath.

WITNESS my hand and official seal, this 20<sup>th</sup> day of DECEMBER 1996.

[Signature]  
Notary Public LISA M. BAZEMORE



LISA M BAZEMORE  
My Commission CC334351  
Expires Dec. 06, 1997  
Bonded by HAI  
800-422-1555

This instrument prepared by: Eric D. Abel, General Counsel, Canterbury Lakes, Inc., 2450 N. Citrus Hills Blvd., Hernando, FL 34442

A Legal description for  
Citrus Hills Investment Properties  
of Lot 2 of a Minor Subdivision in  
Section 22, Township 18 South, Range  
19 East, Citrus County, Florida

Exhibit A  
Page 2 of 5

Commence at the most Northerly corner of Tract " F ", Canterbury Lake Estates, as recorded in Plat Book 14, Pages 101-111, Public Records of Citrus County, Florida, said point being on the West line of said Canterbury Lake Estates, said point also being on the East line of Section 22, Township 18 South, Range 19 East, Citrus County, Florida, thence S 01° 15' 19" W along the West line of said Canterbury Lake Estates and along the East line of said Section 22 a distance of 112.91 feet to the Point of Beginning, said point being the most Southerly corner of said Tract "F", thence continue S 01° 15' 19" W along the East line of said Section 22 a distance of 113.32 feet, thence N 88° 44' 41" W 120.00 feet to a point that is 120.00 feet from, measured at a right angle to, the East line of said Section 22, thence N 01° 15' 19" E parallel to said East line a distance of 113.32 feet, thence S 88° 44' 41" E 120.00 feet to the Point of Beginning. Containing 0.31 acres, more or less.

Exhibit A  
Page 3 of 5

A Legal description for  
Citrus Hills Investment Properties  
of Lot 3 of a Minor Subdivision in  
Section 22, Township 18 South, Range  
19 East, Citrus County, Florida

Commence at the most Northerly corner of Tract " F ", Canterbury Lake Estates, as recorded in Plat Book 14, Pages 101-111, Public Records of Citrus County, Florida, said point being on the West line of said Canterbury Lake Estates, said point also being on the East line of Section 22, Township 18 South, Range 19 East, Citrus County, Florida, thence S 01° 15' 19" W along the West line of said Canterbury Lake Estates and along the East line of said Section 22 a distance of 226.23 feet to the Point of Beginning, thence continue S 01° 15' 19" W along the East line of said Section 22 a distance of 113.33 feet, thence N 88° 44' 41" W 120.00 feet to a point that is 120.00 feet from, measured at a right angle to, the East line of said Section 22, thence N 01° 15' 19" E parallel to said East line a distance of 113.33 feet, thence S 88° 44' 41" E 120.00 feet to the Point of Beginning. Containing 0.31 acres, more or less.

**Exhibit A**  
Page 4 of 5

A Legal description for  
Citrus Hills Investment Properties  
of Lot 4 of a Minor Subdivision in  
Section 22, Township 18 South, Range  
19 East, Citrus County, Florida

Commence at the most Northerly corner of Tract " F ", Canterbury Lake Estates, as recorded in Plat Book 14, Pages 101-111, Public Records of Citrus County, Florida, said point being on the West line of said Canterbury Lake Estates, said point also being on the East line of Section 22, Township 18 South, Range 19 East, Citrus County, Florida, thence S 01° 15' 19" W along the West line of said Canterbury Lake Estates and along the East line of said Section 22 a distance of 339.56 feet to the Point of Beginning, thence continue S 01° 15' 19" W along the East line of said Section 22 a distance of 113.32 feet, thence N 88° 44' 41" W 120.00 feet to a point that is 120.00 feet from, measured at a right angle to, the East line of said Section 22, thence N 01° 15' 19" E parallel to said East line a distance of 113.32 feet, thence S 88° 44' 41" E 120.00 feet to the Point of Beginning. Containing 0.31 acres, more or less.

Exhibit A  
Page 5 of 5

A Legal description for  
Citrus Hills Investment Properties  
of Lot 5 of a Minor Subdivision in  
Section 22, Township 18 South, Range  
19 East, Citrus County, Florida

Commence at the most Northerly corner of Tract " F ", Canterbury Lake Estates, as recorded in Plat Book 14, Pages 101-111, Public Records of Citrus County, Florida, said point being on the West line of said Canterbury Lake Estates, said point also being on the East line of Section 22, Township 18 South, Range 19 East, Citrus County, Florida, thence S 01°15'19" W along the West line of said Canterbury Lake Estates and along the East line of said Section 22 a distance of 452.88 feet to the Point of Beginning, thence continue S 01°15'19" W along the East line of said Section 22 a distance of 80.00 feet to the P.C. of a curve, concave Northwesterly, having a central angle of 83°44'41" and a radius of 25.00 feet, thence Southwesterly along the arc of said curve a distance of 36.54 feet to the P.T. of said curve, said point being 60.00 feet from, measured at a right angle to, the centerline of North Canterbury Lake Drive as shown on said plat, thence S 85°00'00" W parallel to said centerline a distance of 98.31 feet to a point that is 120.00 feet from, measured at a right angle to, the East line of said Section 22, thence N 01°15'19" E parallel to said East line a distance of 115.56 feet, thence S 88°44'41" E 120.00 feet to the Point of Beginning. Containing 0.30 acres, more or less.

105000

R

FILED & RECORDED  
CITRUS COUNTY Florida  
BETTY STRIFLER, CLERK

1006555

VERIFIED BY:

CAB

D.C.

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 0873, PAGES 2053-2065, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida Corporation is the Developer of Canterbury Lake Estates and Canterbury Lake Estates First Addition subdivisions, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053-2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend certain provisions of the Declaration of Covenants, Restrictions and Easements for Canterbury Lake Estates (herein "Declaration"), to add provisions concerning exclusivity of building contractor; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration.

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article VII to add Section 20 to read as follows:

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

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

Lot 5 of a minor subdivision in Section 22, Township 18 South, Range 19 East, Citrus County, Florida, as more particularly described in O.R. Book 1146, Pages 337 and 342;

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

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

In all other respects the Declaration is confirmed by the Declarant, Canterbury Lakes, Inc.

[SIGNATURES AND NOTARY CLAUSE ON FOLLOWING PAGE]

BK 1238 PG 1834

1998 AP 16 PM 4:05

AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 0873, PAGES 2053-2065, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA

WHEREAS, Canterbury Lakes, Inc., a Florida Corporation is the Developer of Canterbury Lake Estates subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc. has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053-2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, desires to amend certain provisions of the Declaration of Covenants, Restrictions and Easements for Canterbury Lake Estates (herein "Declaration"), to add provisions concerning surface water management, to the extent they are required by law; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration.

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article I, to add a paragraph (h), to read as follows:

(h) "Surface Water" or "Stormwater Management System," whether those terms are capitalized or lower case, means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 8 of Article VII to add the following paragraphs at the end of the existing Section, as follows:

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

Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

  
RECORDED BY:  
D.C.

0998782

CITRUS COUNTY FLORIDA  
CLERK

BK 1231 PC0078

1998 HR - 3 PM 2:54

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Article IV to read as follows:

**ARTICLE IV**

**SECURITY AND MAINTENANCE OF PUBLIC RIGHTS OF WAY, SURFACE WATER SYSTEMS**

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 that are located on the Properties, which can include, but is not limited to, landscaping, paving, drainage, and street lighting. All work pursuant to this Article shall be paid for through assessments imposed in accordance with Article V hereof.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 2 of Article V to read as follows:

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the improvement and maintenance of public rights of way located 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 Declaration, provide security service to the Properties, to maintain the clubhouse and grounds thereof, and such other services which the Association is authorized to provide. In addition, assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

And,

NOW THEREFORE, Canterbury Lakes, Inc., does hereby amend Section 16 of Article VII to add the following language at the end of the existing Section, as follows:

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

In all other respects the Declaration is confirmed by the Declarant, Canterbury Lakes, Inc.

BK 1231 PG 0079

1998 HR - 3 PM 2:54



0990359

VERIFIED BY:

 D.C.

**AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL  
RECORDS BOOK 0873, PAGES 2053-2065 INCLUSIVE,  
PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA**

WHEREAS, Canterbury Lakes, Inc., a Florida corporation is the Developer of Canterbury Lake Estates Subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Canterbury Lakes, Inc., has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 0873, Pages 2053 through 2065, et al.; and,

WHEREAS, Canterbury Lakes, Inc., the Declarant, is expanding the size of the existing subdivision to add property;

WHEREAS, Canterbury Lakes, Inc., the Declarant, desires to amend the restrictions, by amending Article II, Section 1, to subject additional property to the restrictions;


WHEREAS, Canterbury Lakes, Inc., the Declarant herein, does hold title to substantially more than ten percent (10%) of the lots as required by Section 16 of Article VII, in the Declaration of Covenants, Conditions, Restrictions and Easements for Canterbury Lake Estates;

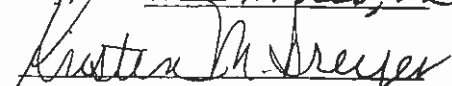
NOW THEREFORE, Canterbury Lakes, Inc., by and through its authorized agents, does hereby amend Article II, by amending Section 1, to add the following described properties to the Property Subject to this Declaration:

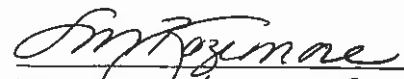
See "Exhibit A," attached.

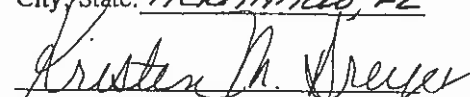
In all other respects the restrictions are confirmed by the Declarant, Canterbury Lakes, Inc.

IN WITNESS WHEREOF, Canterbury Lakes, Inc., a Florida corporation, has hereunto set its hand this 18 day of November, 1997.

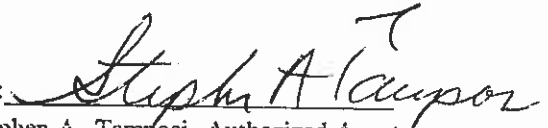
  
Witness name: LISA H. BAZEMORE  
City, State: HERNANDO, FL

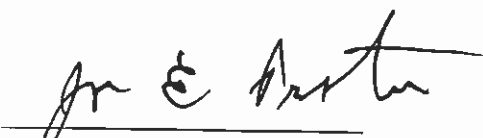
  
Witness name: KRISTEN DREYER  
City, State: HERNANDO, FL

  
Witness name: LISA H. BAZEMORE  
City, State: HERNANDO, FL

  
Witness name: KRISTEN DREYER  
City, State: HERNANDO, FL

Canterbury Lakes, Inc.,  
a Florida corporation

By:   
Stephen A. Tamposi, Authorized Agent

By:   
John E. Pastor, Authorized Agent

[NOTARY ON FOLLOWING PAGE]

BK 1222052637

1997 JA - 8 AM 10: 04