

**JULY 2013**

**BAY HILLS DEED RESTRICTIONS FOR THIRD ADDITION TO SUBDIVISION**

Deed restrictions on next four pages were recorded with Pinellas County in 1968, and amended by Barry Development in 1969

Authority over deed restrictions was transferred from Barry Development to Bay Hills Homeowners Association in 1988 (by legal document)

Deed restrictions, as worded in the amended 1969 document, were extended indefinitely by at least 75% of homeowners in THIRD ADDITION in 1995

AMENDED RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned corporation is the owner in fee simple of all the property listed below, and that the said owner hereby places the following Amended Restriction on said property:

Paragraph 1 of Restrictions filed upon Bay Hills Third Addition as instrument #68052054, recorded in O. R. 2853, Page 614, Public Records of Pinellas County, Florida, is hereby amended to read as follows:

1. All of the above property shall be known and described as residential property. No structure shall be erected on any parcel other than one single-family dwelling with an attached garage for two cars and conforming architecturally to other residences in the subdivision. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. All restrictions herein contained shall apply to a single lot.

Legal description of property being Restricted:

Lots 10, 12 and 14, Block 2;

Lots 11, 14, 15, 18, 21, 24, 25 and 29, Block 3;

ALL OF BLOCK 5; and

Lots 4, 5, 7, 8 and 9, Block 6,

All in BAY HILLS THIRD ADDITION, according to the map or plat thereof as recorded in Plat Book 63, Page 83, Public Records of Pinellas County, Florida.

RECORDED  
PINELLAS CO. FLORIDA  
MARCO MULLINBROOK, CLERK  
APR 11 3 37 PM '69

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by its President, and its corporate seal affixed thereto, this 9th day of April 1969.

WITNESSES:

Charles W. Green

BARRY DEVELOPMENT CO.

J. Nichols

By Kenneth H. Barry  
President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared KENNETH H. BARRY, well known to me to be the President of Barry Development Co., and he acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in him by said corporation, and he affixed thereto the seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of April A.D., 1969.

C. W. Green

Notary Public, State of Florida at Large  
My Commission Expires Dec. 12, 1969  
Bonded by Transamerica Insurance Co.

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned corporation is the owner in fee simple of all of the property of BAY HILLS THIRD ADDITION, as recorded in Plat Book 63, Page 83, Public Records of Pinellas County, Florida, and that the said owner hereby places the following Restrictions on said property:

1. All of the above property shall be known and described as residential property. No structure shall be erected on any parcel other than one single family dwelling with an attached garage for not more than two cars and conforming architecturally to other residences in the subdivision. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. All restrictions herein contained shall apply to a single lot.
2. No residence shall be erected on any parcel which has less than fourteen hundred (1400) square feet of living area, exclusive of screened porches, terraces or garages. No carports shall be permitted.
3. All roofs shall be of cement tile. All homes to have a stucco finish over masonry.
4. Each driveway leading from the street into the lot shall be hard surfaced with concrete.
5. The construction of a dwelling shall not begin until plans and specifications of the proposed structure and drawings showing the proposed location of the building shall have been first submitted to the grantors, or the survivors of them or their legal representatives and have received his or her approval.
6. All construction on any lot shall be carried through to completion within six (6) months after foundation is laid.
7. All garbage cans are to have a walled enclosure so as not to be seen from the street in front of a residence.
8. No trailers of any kind or commercial vehicles, other than those present on business during the day, may be parked in the subdivision. No boats may be parked in the front of any residence.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept and then not more than a maximum of two, provided that they are not kept, bred or maintained for any commercial purposes.
10. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
11. Fences will be permitted but not to extend beyond the front corner of the house nor to be more than five (5) feet in height, and shall conform to architectural design of dwellings and be in harmony with surrounding property.
12. No dwelling shall be located less than 25 feet from any front lot line, 15 feet to any side street line, 10 feet to any rear lot line, nor 7½ feet to any interior side lot line.
13. No curb, drainage structure, water line, sewer line, or portion of any street shall be removed or altered for any purpose without the specific consent of the grantor.

RECORDED  
PINELLAS CO. FLORIDA  
HAROLD MULLENDORE, CLERK

JUN 18 3 02 PM '68

This Instrument Was Prepared By  
C. W. GREER, OF  
PINELLAS COUNTY TITLE COMPANY  
641 Court Street - Clearwater, Florida  
as a necessary incident to the fulfillment  
of conditions contained in a title insurance  
commitment issued by it.

14. Owners of respective lots shall be directly financially responsible to the developer for damages to the foregoing improvements resulting from the actions of the owners, employees of said owners, or independent contractors furnishing labor or materials to or for said owners. No structure shall be erected, placed or permitted and no alterations shall be made or permitted on the property which shall in any way hinder the surface or sub-surface drainage of the property.

15. Perpetual easements for the installation and maintenance of utilities and drainage facilities, as shown on the plat filed in the Public Records of Pinellas County, Florida, are hereby reserved.

16. In addition to the easements shown on the plat of record there is reserved a three (3) foot easement on each side lot line within the subdivision for utility purposes only. Such easement shall remain dormant until actually utilized for utility purposes and then only for such length of such side lot line as actually utilized. In the event that the side lot line is moved to another location other than that shown on the plat of record, this dormant easement shall be considered as vacated from the side lot line as shown on the plat of record and transferred to the new lot line.

17. The developer shall have the right and authority to approve exceptions or variations from these restrictions without notice or liability to owners of other lots, or any persons or authority whatsoever.

18. These covenants shall run with the land and shall be binding upon all persons or parties claiming under them for a period of 25 years from the date this instrument is recorded, at which time said restrictions shall terminate unless the legal owners of at least 75% of said lots shall elect to continue all or part of them for a period to be determined by said owners and shall establish this intention by a properly executed instrument in writing, which shall be recorded in the place and in the manner provided by law at that time.

19. If any person, firm or corporation shall violate or attempt to violate any of these restrictions before their expiration it will be lawful for any other person or persons owning any part or parcel of any of the described lots to initiate and prosecute a proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

20. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by its President and its corporate seal affixed thereto, this 18th day of June A.D., 1968.

BARRY DEVELOPMENT CO.

WITNESSES:

Charles W. Greer  
Frances C. Greer


By Kenneth H. Barry  
President



STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY, That on this 18th day of June A.D., 1968 before me personally appeared Kenneth H. Barry, President of Barry Development Co., to me known to be the person described in and who executed the foregoing Restrictions, and he acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein mentioned, and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Clearwater, in the County of Pinellas and State of Florida, the day and year last aforesaid.

  
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Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Dec. 12, 1969  
Bonded by Transamerica Insurance Co.