

JULY 2013

BAY HILLS DEED RESTRICTIONS FOR ORIGINAL and FIRST ADDITION TO SUBDIVISION

Deed restrictions on next three pages were recorded with Pinellas County in 1966

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 1966 document, were extended indefinitely by at least 75% of homeowners in ORIGINAL and FIRST ADDITION in 1991

original and 1st addition

RESTRICTIONS imposed upon ~~BAY HILLS SUBDIVISION~~ by Instrument #66 4214, dated January 13, 1966 and filed for record January 14, 1966 in the office of the Clerk of the Circuit Court in and for Pinellas County, Florida, which 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 private 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 twelve hundred (1200) 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 or asphalt.
 5. The construction of a dwelling shall not begin until plans and specifications of the proposed structure and drawings showing the purposed 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.
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SHEET # 1 (CONTINUED)

- 11. Fences will be permitted but not to extend beyond the front corner of the house 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 7 1/2 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.
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 structures 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 said plat filed in the Public Records of Pinellas County, Florida, are hereby reserved.

SEE SHEET #2 [REDACTED]

SHEET #2

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 the 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."