

BAY WOODS UNIT II

A PINELLAS COUNTY, FLORIDA SUBDIVISION

SUBDIVISION RESTRICTIONS

KNOW ALL MEN BE THESE PRESENTS, THAT BAY AREA DEVELOPMENT COMPANY, a Florida corporation, being the owner in fee simple of BAY WOODS UNIT II a subdivision, according to the map or plat thereof recorded in Plat Book 83, pages 34 & 35, Public Records of Pinellas County, Florida, hereinafter referred to as Developer, does hereby declare that all of said subdivision is subject to the following restrictions:

1. These restrictions and limitations are to be regarded as covenants running with the land, regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.
2. All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any parcel of the same other than one detached, single-family dwelling not to exceed 2-1/2 stories in height and a two (2) or three (3) car garage, said garage to be attached and a part of the main structure.
3. No dwelling shall be erected on a land area of less than 7,000 square feet.
4. All houses shall have at least two bedrooms, one full and one-half inside baths, and a minimum of 1,600 square feet exclusive of screened area open porches, terraces, patios and garages. Any house having more than two bedrooms, in addition to the requirements set forth above shall have a minimum of 1,700 square feet.
5. No structure of any type shall be erected nearer than twenty (20) feet to the front lot line of any lot. No structure shall be erected nearer than fifteen (15) feet to any rear lot line. No structure shall be erected nearer than a minimum on side lot lines of seven and one-half (7-1/2) feet. No structure shall be erected nearer (20) feet to any side street lot line. No structure shall exceed two and one-half (2-1/2) stories and shall not exceed twenty-five (25) feet in height from the ground floor slab.

6. 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.

7. No tent, shack, garage, barn or other outbuildings shall, at any time, be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer, mobile home, motor home, and/or recreational vehicle be parked permanently or temporarily as a residence or for any other purpose, on any of the lots in this subdivision. No structure of any kind shall be moved onto any part of the above-described land except temporary building used by contractors in connection with approved construction work.

8. Prior to start of construction, builder shall submit one copy of complete building plans, including a plot plan and grading plan, to the developer for the purpose of insuring that the homes will preserve a uniformly high standard of construction. No structure shall be erected on any building lot in this subdivision until such plans are approved by the developer in writing. It is the intent of the developer that all improvements constructed in BAY WOODS UNIT II shall be of a comparable, uniformly; high quality and aesthetically compatible and appealing, construction, therefore, refusal of approval of plans may be based on any reasonable grounds within the above outlined guide-lines, including grounds based on aesthetic reasons only.

9. The issuance of a building permit or license, which may be a contravention of these restrictions, shall not prevent the developer from enforcing these provisions.

10. No servants' quarters or rooms may be erected on any lot, except where said servants' quarters or servants' rooms are attached to the main structure or to the attached garage.

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other small household pets may be kept provided they are not kept, bred or maintained for any commercial purposes; are not allowed to roam free in the subdivision; and no more than three (3) such pets may be kept at any one household.

12. No advertising signs shall be displayed with the exception of “For Sale” sign, not exceeding 24” x 24”, which may be displayed inside a window of a house, except that when houses are “open for inspection” and the particular house attended by an owner’s representative, and then only a sign not exceeding 36” x 36” may be displayed outside the house. Provided, however, that the developer, its agents or assigns shall have the right to erect and maintain signs advertising BAY WOODS UNIT II properties of such reasonable size as they may deem necessary, until all the lots in the entire development have been sold. However, in no event shall the price of houses for sale or rent be displayed in any manner whatsoever.

13. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No trailers or commercial vehicles, including mobile homes and recreational vehicles, other than those present on business may be parked in the subdivision. Boats and/ or boat trailers shall be parked inside garages and concealed from public view.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers property concealed from public view behind front building line of home.

15. Owners of respective lots shall be directly financially responsible in any action for damages brought by the developer for damage to the subdivision improvements resulting from the actions of 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.

16. Owners of lots which abut any creek or low marsh area agree that they will at all times: Keep that portion of said creek or low marsh area, that abuts their property, free from any trash or debris;

refrain from building any structure whatsoever into or over said creek or low marsh area; abide by any and all laws, ordinances or regulations pertaining to the preservation and conservation of environmentally sensitive land; refrain from diverting the natural flow or natural state of said creek or low marsh area.

17. Every person, firm, or corporation purchasing a lot in said subdivision shall be conclusively presumed, by the recording of the conveyance of said property to such person, firm, or corporation, to have agreed to abide by the provisions herein contained, and to do an perform all affirmative acts required herein.

18. Every person, firm, or corporation purchasing a lot in BAY WOODS UNIT II recognizes and agrees that developer, on its own account, or persons or firms in the business of building homes for sale to the general public, shall have the right to maintain such furnished model homes open to the public for inspection seven (7) days per week for such hours as are deemed necessary and practical until all of the houses of developer or of persons or firms in the business of building homes for sale to the general public have been constructed and sold. Further, developer shall have the right to keep open its sales office seven (7) days per week until all lots in the subdivision are sold and the sale closed.

19. The developer shall have the right and authority, but not the duty, to approve reasonable exceptions or variations from these restrictions so long as said exception or variance is based on facts and circumstances wherein the literal enforcement of these restrictions would cause an undue burden on the owner, and the comparable, uniformly high quality and aesthetically compatible and appealing standards of constructed improvements are maintained.

20. All dwellings shall be constructed with concrete driveways, solid sodded front lawns, sidewalks the width of the lot along the edge of all road right-of-ways, according to the developer's specifications, and a basic shrubbery planting across the front of the house.

21. Prior to the completion of any residence and the receipt of a Certificate of Occupancy from the City of Safety Harbor, two (2) street trees shall be planted on each street frontage of every lot as follows: Each corner lot owners shall plant and maintain four (4) street side trees. All other lot owners shall plant a minimum of two (2) street side trees.

- (a) All trees shall be disease free, properly balled in burlap and prepared for handling and transplanting, installed, fertilized and watered and shaped in accordance with good arboreal practice, all trees shall be at least 3” in diameter at breast height and not less than 15’ of overall height at the time of planting.
- (b) Developer reserves the right, within the purview of Paragraph 19 above, to waive the tree requirements set forth above in this Paragraph 21, if there are sufficient trees in place to create an aesthetically appealing appearance in the discretion of developer.

22. No grade or elevation of any portion of any lot may be changed without the specific written consent of the developer.

23. No curb, drainage structure, water lines, sewer lines of any street shall be removed or altered for any purpose without the specific written consent of the developer.

24. No fence, wall or hedge shall be permitted on any lot in front of the front building line. No fence shall be erected without first obtaining a building permit from the City of Safety Harbor, Florida, and in addition to the requirements set forth in this Paragraph, shall comply with the specifications set forth in the applicable City of Safety Harbor, Florida Ordinance.

25. If the developer should elect to erect a fence around or on any part of the subdivision, said fence will be constructed and erected according to the specifications of the City of Safety Harbor, Florida, and each lot owner whose lot abuts any such fence agrees to maintain, in good uniform appearance and repair, the portion of said fence that abuts his or her property at his or her sole expense. This paragraph shall in no way be construed as placing on the developer the duty of erecting any fence whatsoever around or on any part of the subdivision.

26. No clothes drying poles or lines shall be erected or used on the property in such a manner that said poles, lines or clothing thereon shall be visible from the street. No above-ground swimming pool shall be constructed and/or installed without the written consent of the developer. No consent shall be given unless said above-ground swimming pool is located in the rear yard; is not visible from the street, whether it be the front or side street; and is hidden from view by shrubbery or a fence if so required by developer.

27. No fence, wall, tree, hedge, shrub, or any obstruction of any nature shall be permitted which obstructs the view, at street intersections, in the area that is above three (3) feet from ground level or below (7) feet from ground level or in any way violates the City of Safety Harbor, Florida Ordinance pertaining to obstruction of view at street intersections.

28. Builders, contractors, and sub-contractors, while building on any lot in BAY WOODS UNIT II, are to keep the premises free of trash, empty bags, brush, and other debris.

29. Owners of vacant lots agree to accept and promptly pay the monthly mowing charge for their lot, when billed.

30. Homes built with CBS shall be required to have a finished stucco coat exterior. No stucco block construction will be permitted.

31. All garbage or trash containers, air conditioners, oil tanks, bottle gas tanks, soft water tanks, swimming pool filters and solar systems equipment and similar structures or installations, shall be placed under the surface of the ground or placed in walled-in or hedged areas so that they shall not be visible from the street or from adjacent property.

32. Purchasers of lots in BAY WOODS UNIT II are notified that the lot purchased may be located in an area designated by the Secretary of Housing and Urban Development as a special flood hazard area.

If your lot is so designated, there are certain restrictions on building elevations and the obtaining of Flood Insurance that will be furnished to you upon request. It is the opinion of the developer that no lot in BAY WOODS UNIT II I will be unduly restricted in its use by those requirements.

33. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any Deeds or conveyances subsequently executed and shall be binding on all parties and all persons claiming under them until January 1, 2020, after which time said covenants shall be automatically extended for successive periods of then (10) years, unless an instrument signed by a majority of the then owners of lots have been recorded, agreeing to change, alter or rescind said covenants in whole or in part.

34. If any person, firm or corporation or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions before January 1, 2020, or any extension in writing thereof, it shall be lawful for the developer, its agents or assigns, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions. In such an event, the prevailing party shall be entitled to recover from the other party, all cost of such proceedings, including a reasonable attorney's fee through and including any appellate proceedings.

35. Invalidation 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.

36. Grantor may include in any Deed hereinafter made, conveying lands in said subdivision, any additional restrictive covenants or modifications not inconsistent with those herein contained and additional utilities or drainage easements.

BAY WOODS UNIT II

A PINELLAS COUNTY, FLORIDA SUBDIVISION

AMENDMENT OF SUBDIVISION RESTRICTIONS

KNOW ALL MEN BE THESE PRESENTS, THAT BAY AREA DEVELOPMENT COMPANY, a Florida corporation, being the owner in fee simple of BAY WOODS UNIT II, a subdivision, according to the map or plat thereof recorded in Plat Book 83, pages 34 & 35, of the Public Records of Pinellas County, Florida, hereinafter referred to as Developer, does hereby declare that those certain subdivision restrictions of Bay Woods- Unit II, as recorded in O.R. Book 5167, pages 1107-1114, of the Public Records of Pinellas County, Florida, are amended as follows:

Restriction No. 8 on Page 1108 is deleted in its entirety and the following is inserted:

Prior to start of construction, builder shall submit one copy of compete building plans, including a plot and grading plan, to the developer of its assign, Russell A. Brown Corporation, for the purpose of insuring that the homes will preserve a uniformly high standard of construction. No structure shall be erected on any building lot in the subdivision until such plans are approved by the developer or its assign, Russell A. Brown Corporation, in writing. It is the intent of the developer or its assign, Russell A. Brown Corporation, that all the improvements constructed in BAY WOODS- UNIT II shall be of a comparable, uniformly, high quality and aesthetically compatible and appealing, construction, therefore, refusal of approval of plans may be based on any reasonable grounds within the above outlined guidelines, including grounds based on aesthetic reasons only.

All other provisions of the subdivision restrictions remain the same and unchanged.

IN WITNESS WHEREOF, we have set our hands and seal at Clearwater, Florida, the 26th day of October, A.D., 1981.