

BAYWAY ISLES HOMEOWNERS CLUB, INC.

DEED RESTRICTIONS AND PROTECTIVE COVENANTS

1. USE RESTRICTIONS

Except as hereinafter provided, all lots in the Subdivision, and all lots enlarged or recreated by the shifting of the location of side property lines are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on one lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers may be placed on a lot. Prohibited uses include, but are not limited to: short term rentals (rentals for periods of less than 12 months), interval ownership, time-sharing, "corporate retreats", or dock rentals.

2. SET-BACK RESTRICTIONS

No dwelling shall be erected upon any lot so that any part of said building shall be closer than twenty-five (25) feet to any front boundary line of said lot, which line extends along a street, or closer than ten (10) feet to any side lot line or closer than fifteen (15) feet to any side lot line where said line extends along a street, or closer (not including complete screened enclosures) than fifteen (15) feet to any rear lot line. Measurements in this restriction shall not include overhang of roof.

3. LIMITATIONS UPON WALLS, FENCES AND HEDGES

No continuous fence, wall, or hedge over four (4) feet in height shall be permitted which extends alongside of, or faces any street, way or waterway, or over six (6) feet in height on any other boundary line. No fence shall be constructed between the front property line and front building line of any lot.

4. BUILDING PLANS

For the purpose of insuring the development of the lands in the Subdivision a residential area of high standards, the Association reserves the power to control the buildings, structures and other improvements placed on each lot. Whether or not provision therefore is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, structure (including fence, dock, and dock-related structures) or other improvement shall be placed upon such lot unless and until the plans and specifications therefore and the plot plan have been approved in writing by the Association. Each such building, wall, structure, or other improvement shall be placed upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Association may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Association shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.

5. LANDSCAPING IMPROVEMENTS

Whether or not provision therefore is specifically stated in the conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to place landscaping improvements on his lot at a cost of not less than \$500.00, subject to plans and specifications therefore which have been approved by the Association, within two years after the beginning of his ownership or occupancy. In the event that said owner or occupant fails to place approved landscaping improvements on his lot within the afore described period of time, the Association shall have the right to enter upon such lot and place landscaping improvements thereon at the expense of the owner or occupant, provided, however, that said expense shall not exceed \$1,000.00; and also provided that such entry shall not be deemed a trespass. Any amounts expended by the Association to place landscaping improvements on a lot pursuant to the provisions of this paragraph shall constitute a charge and lien against said lot until paid by the owner or occupant of said lot. Refusal of approval of landscaping plans and specifications by the Association may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Association shall seem sufficient. Landscaping improvements need not be designed or supervised by an architect registered in the State of Florida, provided such improvements otherwise meet with the approval of the Association.

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6. CARE OF LOTS

Except during the period of construction of improvement upon a lot, each owner shall be responsible for the care and maintenance thereof and shall keep the same well maintained, clean and neat. Grass, shrubbery, and vegetation shall be regularly mowed and trimmed. Upon failure of Grantee to do so, the Association shall have the right upon ten days written notice to the owner to enter upon the property where such violation exists and perform said obligations of Grantee, and such entry and abatement or removal shall not be deemed a trespass. The cost of such abatement or removal shall be paid by the Grantee to the Association. Further, such cost shall become a lien upon the property until paid, including reasonable attorney's fees and costs for the collection thereof.

7. BOATS AND ANCHORAGE

All boats and vessels shall be anchored so that the same shall not interfere with navigation in waterways or waterfronts. Unless specifically approved by the Association no dock or pier shall extend out more than twenty-five (25) feet, and no tie-off piling more than forty (40) feet from the seawall. Construction of any such dock or pier shall comply with the requirement of the plat of Bayway Isles and applicable governmental regulations. No boat houses or boat shelters of any kind, or any portion thereof, shall be constructed on or over waterways.

8. MINIMUM BUILDING REQUIREMENTS

No dwelling shall exceed two stories in height and, exclusive of porches, garages, patios, breezeways, or other open or semi open or screened enclosure, shall have a ground floor living area of less than 2,000 square feet (inside wall dimensions shall be used for the purpose of measurement for the purpose of compliance with this restriction.) No struck block, imitation stone or imitation brick home shall be constructed on any of the lots, and no exposed pebble roofs shall be constructed on any building. All roofs shall be cement tile or Bermuda type roof or other type roof approved by the Association.

9. RESIDENTIAL SITES

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence, provided, however, that any site which changes the lots as originally platted:

- (a) shall extend from the fronting street to an existing rear property line, waterway or bay, and
- (b) shall not have a front or rear dimension of less length than contained in the largest adjoining lot shown on the original plat of the subdivision, and
- (c) shall not leave a substandard lot remaining. No re-subdivision as herein provided, or otherwise, shall in any event be permitted without the written approval of the Association.

10. TELEPHONE AND ELECTRIC POWER UNDERGROUND SERVICE, SIGNS

All buildings on all lots must be served underground by telephone and electric power service. No signs are permitted in this subdivision except street location signs. This shall not be construed to prohibit a resident from placing and displaying his name and address on his home or on his mailbox.

11. DRAINAGE

No changes in elevations of the land shall be made which will cause undue hardship to adjoining property.

12. CONNECTION TO SEWAGE AND WATER SYSTEM

All buildings or structures to be inhabited, or requiring waste disposal, shall be connected to the city sewage collection and water systems. The use of septic tanks is prohibited.

13. LIVESTOCK, POULTRY, AND PETS

No animals, poultry, fowl, or livestock of any kind shall be kept, raised, or bred on any lot, except not more than three household pets may be kept; provided, however, that such household pets shall be kept under full and effective control of the Grantee.

14. CLOTHESLINES

The Grantee shall not place upon his lot a clothesline which shall be visible from a street or waterway.

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15. GARAGES AND OUTBUILDINGS

All garages shall be attached and made a part of the main residential building. Except during construction, no outbuildings, sheds, portable or temporary buildings, tents, or trailers may be placed on a lot.

16. SEAWALLS

Seawalls on the lots shall be maintained and kept in good repair by Grantee at all times. Upon failure of Grantee to do so, the Association, upon ten days notice to Grantee, may perform such obligations of Grantee, and the cost

thereof shall be paid by the Grantee to the Association. Further, such cost shall become a lien upon the property until paid, including a reasonable attorney's fee and costs for the collection thereof.

17. GARBAGE

Garbage and food waste must be kept and contained in noiseless sanitary containers which shall be concealed in locations not detrimental to adjoining Grantees. Containers shall be sufficient in number or size to contain the same until collection or disposition thereof by the disposal agency.

18. WATERWELLS

Waterwells shall be permitted upon a lot solely for the purpose of watering and caring for plants, trees, lawns, flowers, and the like. Any such wells shall be neatly concealed, protected, safe, and shall be electrically operated.

19. REFUSE DISPOSAL

No property shall be used or maintained as a dumping ground for rubbish, trash, storage of materials, or other debris. All fronts, sides or rear of any lot, structure, or building shall be kept clean and free of any boxes, rubbish, garbage, trash, or other debris.

20. FUEL STORAGE

Where fuel storage facilities are necessary, containers or tanks storing fuel shall be installed underground or contained within a concealed area upon said property. No fuel containers or tanks stored above ground may be visible from the front or side street or from the waterway. All above ground fuel containers and tanks must be concealed with architecturally compatible building materials (e.g., masonry wall, concrete decorative block), shrubbery, or other means as approved by the Association.

21. STREET OPENINGS

All openings and curb revisions in public or dedicated streets or areas, required for the benefit of the Grantee shall be performed by the Association or the governing governmental body at the expense of the Grantee.

22. MAINTENANCE OF AREA BETWEEN CURB LINE AND PROPERTY LINE

Each Grantee shall maintain, mow, and take care of the area between the curb and lot line adjoining his property. No plantings shall be permitted upon such area except trees, low plantings, and good perennial lawn grasses. No Australian pines shall be permitted upon any part of Bayway Isles.

23. DRIVEWAYS AND PARKING AREAS

All areas, parking areas, and driveways used for motor vehicle purposes must be paved with concrete with 4x4 mesh as reinforcing. Any other type driveway must be approved by the Association.

24. RESERVATION OF OIL, GAS AND MINERAL RIGHTS

Oil, gas, and mineral rights of any nature whatsoever, which today are included as part of Bayway Isles, or which may here after become a right of the Grantee, are reserved to the Grantor.

25. BUILDING CODE REQUIREMENTS

Any and all existing building code requirements, regulations, or restrictions of the Florida Building Code, or as the same from time to time shall be amended, shall be the minimum building code requirements for improvements on Bayway Isles, provided, however, that all improvements shall also meet the minimum requirements of the City of St. Petersburg, Florida. This shall not prevent the Association from imposing more rigid or stringent requirements.

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26. TRAILERS OR TRUCKS

No trailers or trucks shall be permitted to stand on any lot or allowed to stand on the right-of-way in front of such lots, except that trucks of one-half ton may be allowed to stand and be kept overnight provided any such truck is kept completely within the garage of the residence on such lot, and it being further provided that this restriction does not apply to trucks and/or trailers being used for and during construction of dwellings on the aforesaid property, or to delivery trucks during the time necessary to make deliveries.

27. BOATS OR BOAT TRAILERS

No boat or boat trailer shall be permitted to stand on any lot or allowed to stand on the right-of-way in front of such lot; provided however, that boats and boat trailers may be kept within completely enclosed garages with the garage doors closed.

28. OWNER MUST BE VOTING MEMBER OF CLUB

The Grantee of any property in the Subdivision is a voting member of "BAYWAY ISLES HOMEOWNERS CLUB, INC." and, as such voting member, is familiar with and agrees to abide by the By-Laws, rules, regulations, restrictions and objects of said club, agrees to pay the annual Maintenance Charges provided for in the By-Laws of "BAYWAY ISLES HOMEOWNERS CLUB, INC." "BAYWAY ISLES HOMEOWNERS CLUB, INC.", shall have an enforceable lien against each residential site for the amount of any such Maintenance Charge against such residential site which is not paid when due. It is a condition of the estate conveyed that the Grantee shall not give, convey or in anywise transfer the property conveyed to any one not at the time of such transfer, gift, or conveyance a voting member of said club, it being expressly understood and agreed that a similar condition will be made by the Grantor in all other conveyances of similar property in the Bayway Isles Subdivision, the purpose of this and such other conditions being to insure to the Grantee and all other members of "BAYWAY ISLES HOMEOWNERS CLUB, INC." and to the club itself, that the club property and other property in said subdivision shall at all times be occupied by a colony of congenial persons and the further purpose of benefiting lands in Bayway Isles.

In cases where the Grantee is a corporation, one stockholder in such grantee-corporation must be a voting member and all other stockholders be non-voting members of "BAYWAY ISLES HOMEOWNERS CLUB, INC." (unless already a voting member by reason or ownership of another lot), and the By-Laws and stock certificates of such grantee-corporation must provide that the stock in said corporation is transferable only to voting members or non-voting members of "BAYWAY ISLES HOMEOWNERS CLUB, INC." The Grantee expressly stipulates and agrees for himself and for his heirs, executors, administrators, legal representatives and assigns and, if a corporation, for its successors and assigns, that in the event proceedings are instituted to foreclose any mortgage on the property conveyed in Bayway Isles Subdivision, the Grantor and its successors and assigns shall have the right to redeem from the mortgage for the amount due hereunder, or to purchase said property at the foreclosure sale for the amount found to be due the mortgagee in the foreclosure proceedings, should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Grantor, the Grantor, its successors and assigns, so redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of the Grantee, his heirs or assigns, or its successors or assigns, or the mortgagor, and every person or concern claiming by, through or under him or it.

Any deed or conveyance directly or indirectly, and whether by way of will or judicial proceedings or otherwise, in violation of this covenant, limitation or restriction, shall be void and of no effect.

PROVIDED HOWEVER, that nothing herein contained shall preclude a bank, a savings and loan association or an insurance company from holding a mortgage on property situated in Bayway Isles and such bank, savings and loan association or insurance company shall have unrestricted and absolute right to take title to said property in settlement and satisfaction of the said mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon the said property at the foreclosure sale, and if the successful bidder, to take title thereto, and sell the said property to any person, firm or corporation whether or not a member of "BAYWAY ISLES HOMEOWNERS CLUB, INC." subject, however, to the right of Association to redeem or purchase at foreclosure sale as hereinabove provided, and subject to option to purchase contained in Restrictions and Protective Covenants No. 30.

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29. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions, by any person or concern claiming by, through or under the Association, or by virtue of any judicial proceedings, the Association, and the owners of lots in the Subdivision or any of them, jointly or severally have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Association shall have the right upon ten days written notice to the owner to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The cost of such abatement or removal shall be paid by the Grantee to the Association. Further, such cost shall become a lien upon the property until paid, including reasonable attorney's fees and costs for the collection thereof.

In the event that any litigation is brought to enforce or interpret these restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred therein, including those incurred in mediation, arbitration, in any bankruptcy proceeding and those incurred on appeal.

The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

30. GRANTOR'S OPTION TO PURCHASE IF SOLD

In the event that the Grantee desires to sell the property conveyed in Bayway Isles, with its improvements, if any, then said property shall be offered for sale to the Grantor at the same price at which the property is about to be sold, and the said Grantor shall have fifteen (15) days within which to exercise its option to purchase said property, and should the Grantor fail or refuse (within fifteen (15) days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained.

31. ADDITIONAL RESTRICTIONS

The Association may include in any contract or deed hereafter made any additional restrictive covenants. The Association may, in its sole discretion modify, amend, or add to the restrictions and protective covenants applicable to Bayway Isles; provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the said subdivision nor shall affect the rights and powers of any such mortgages.

32. ADHERENCE TO RESTRICTIONS: TERM

The restrictions are to run with the land and are hereby incorporated by reference in all or future deeds or other instruments of conveyance. The Grantee or occupant of each and every lot or parcel of land in Bayway Isles by acceptance of title thereto or by taking possession thereof, covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he will comply and abide with and by each of the restrictions contained herein, and shall be and are hereby bound by the terms and conditions of these restrictions, and that he will exert his best efforts to keep and maintain the land in Bayway Isles as an area of high standards.

33. DURATION OF RESTRICTIONS

The foregoing agreement, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the land conveyed in Bayway Isles running with the land and shall be deemed for the benefit of all the lands in the subdivision; and they shall be and remain in full force for 25 years from the 4th day of November 2008, at the end of which time they shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of the residential lots of this subdivision it is agreed to change them in whole or in part.

Bayway Isles Homeowners Club, Inc.
Deed Restrictions and Protective Covenants

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34. GRANTOR MAY ASSIGN

BAYWAY ISLES HOMEOWNERS CLUB, INC. may assign any and all its rights, powers, obligations and privileges under this instrument to a successor organization or any other corporation, association or person.

35. RESTRICTIONS UNIFORM

The foregoing restrictions shall be applicable to all lots in Bayway Isles Unit 1 and 2.

36. DEFINITIONS

“ASSOCIATION” and “GRANTOR” means Bayway Isles Homeowners Club, Inc, and its lawful predecessors, successors or assigns. “GRANTEE” means the person or persons, or concern to whom the Grantor first conveys the lands in Bayway Isles Unit 1 and 2, and his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through, or under such grantee. “SUBDIVISION” means the “Bayway Isles Unit 1 and Unit 2” as shown on the plat thereof recorded in the Plat Book of the Public Records of Pinellas County, Florida. “PLAT” means the plat of “Bayway Isles Unit 1 and Unit 2” as recorded in the Plat Book of the Public Records of Pinellas County, Florida.

CERTIFICATE OF ADOPTION

The undersigned, Charles Hedrick, President of the Board of Directors of the BAYWAY ISLES HOMEOWNERS CLUB, INC., herewith certifies and swears that the aforesaid Deed Restrictions are duly passed and enacted by the Board of Directors of BAYWAY ISLES HOMEOWNERS CLUB, INC., this 4th day of November 2008.

Charles Hedrick
President of the Board of Directors
Bayway Isles Homeowners Club, Inc.

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