

BAY POINT WEST PROPERTY OWNERS ORGANIZATION RULES AND REGULATIONS

Reviewed and approved by the BPW Board of Trustees on 13 September 2018

PREAMBLE

WHEREAS, Bay Point is a Development of Regional Impact (DRI) in Bay County, Florida, and consists of a development containing residential, commercial and condominium units, and

WHEREAS, Bay Point West Property Owners Organization has, pursuant to its governing documents, recorded Covenants and Restrictions and those powers granted to it as a Homeowners Association under Florida Statute Chapter 720, enacted rules and regulations which are applicable within the entire Bay Point West developments, in order to preserve and enhance the natural beauty of the area, to provide for the protection and safety of those residing within the Bay Point West developments, to cope with the community problems, and to provide for the enforcement of rules, regulations and restrictive covenants, and for single family lots located within Bay Point, including but not limited to Bay Point Unit 1, 1-A, Bonefish Pointe, and the Weakfish Way lots, as well as those lots which consist of waterfront and canalfront lots which rules are intended to protect the value of the residential area and to provide for a manner to protect the safety of those using the canals as well as to provide for the upkeep and maintenance of the canals and seawalls within the residential area.

NOW THEREFORE, The Board of Trustees of the Bay Point West Property Owners Organization, Inc. hereby adopt and where applicable, restate the following rules and regulations which are applicable within Units 1, 1-A, Bonefish Pointe, and the Weakfish Way lots of Bay Point and all other lots which are members of this association. Owners and residents of Bay Point West will also be held accountable to follow the rules and regulations of the BPCA and the Canalfront Property Owners Association which supplement these rules and regulations.

Enforcement of Covenants and Restrictions and the Prevention of Litter (86-2 & W90-3)

WHEREAS Littering on Bay Point private property, the roadways, common areas and empty lots is a nuisance and a violation of the Covenants and Restrictions; and

WHEREAS the Board of Bay County Commissioners finds that junk, or abandoned vehicles adversely affect property values, discourages investments, and poses impacts to health and safety welfare, and that such nuisances should be expeditiously abated (Ordinance 07-11); and

WHEREAS abandoned vehicles are defined as any motor vehicle, car, truck, or trailer which is not under current registration with the Florida Department of Motor Vehicles or which by outward appearance is not operable, and which is not within an enclosed garage.

1. The discarding of litter, yard debris, or grass clippings upon the roadways, rights-of way, common areas, canal and private lots within Bay Point is prohibited.

2. Keeping junk, furniture, appliances, equipment, supplies or any other items besides automobiles that are normally kept indoors or abandoned vehicles outside an enclosed garage is strictly prohibited within Bay Point.

3. All Bay Point Security Officers are authorized to file written reports, identifying each violation, or suspected violation of the Covenants and Restrictions or associated rules, identifying the name of the violator to the extent same can be determined, and such other information as may be deemed appropriate. A copy of the written report shall be given to the violator to the extent practicable or mailed to the property owner if the violator is a guest, renter or tenant. A second copy is to be transmitted, on a weekly basis, to BPCA and BPW, and a third copy is to be retained for the Bay Point Office of Security.

4. In the event of a second violation of any Covenant and Restriction, or Rule, during a ninety-day period following the first violation, the Board of Trustees of BPW shall impose a fine of not less than Twenty-Five Dollars (\$25.00) and not more than Fifty Dollars (\$50.00) as determined by the Board. In the event of a third violation occurring within a

one-year period following the first violation, the BPW Board shall impose a fine of not less than Fifty Dollars (\$50.00) and not more than One Hundred Dollars (\$100.00).

5. The violator or property owner has 30 calendar days upon receipt of the report to correct the violation and abate the nuisance or request an extension to the BPW Board. The time allotted to correct the violation can only be extended by the BPW Board. If the junk or abandoned vehicle violation is not corrected by the responsible party within the 30 days, a daily fine \$20.00 will be levied for each day the violation continues not to exceed \$1,000. At the completion of 50 days (\$1,000), the BPW board shall request the BPCA Security Office to remove the junk or abandoned vehicle. Any abandoned vehicle will be towed to the fenced impound yard of the towing company. BPW shall thereafter place a lien against the owner's property to cover all costs associated with towing and storage in addition to any unpaid fines. The lien shall accrue interest at the rate of twelve percent (12%) per annum.

Rule Addressing Unsightly or Unsafe Property Conditions

WHEREAS a number of ill-maintained yards and lots and construction sites have been brought to the attention of the Board; and the Board therefore finds that inadequately or improperly maintained yards and lots and construction sites at Bay Point constitute violations of the Covenants and Restrictions; and

WHEREAS, Covenant 13 requires that property at Bay Point be kept in a clean and attractive condition during construction; and Covenant 14, requires yards to be sodded with underground sprinkler systems and Covenant 24, requires that underbrush or unsightly growth and objects shall be removed from all properties and Covenant 32, requires that all properties at Bay Point be properly maintained and mowed; for the beauty, protection, and benefit of all of the property owners at Bay Point.

1. The Board of Trustees of BPW hereby delegates to its Roads & Grounds Committee the duty and responsibility to: (1) identify any unsightly or unsafe property condition, such as un-watered lawns, construction debris, lawns or lots not mown, the encroachment of trees above and below ground within an existing lot or adjacent lot(s) that is creating an unacceptable condition and the like as defined by the responsible committee; (2) identify those residences which are in need of maintenance or repairs to the exterior of the structure or structures; (3) document the condition by photograph and by Committee minutes; and (4) provide written notice by certified mail to the owner of the lot where the unsafe or unsightly condition is occurring, with said notice to provide a deadline of 15 days for corrective action and notification of a fine of up to \$150.00, and or disabling of the owners and/or renters RFID gate entry stickers if corrective action is not initiated. Each condition may be subject to the above referenced procedures at the discretion of the BPW Roads & Grounds Committee. Fines will be levied after a reasonable time (30 days) for corrective action has elapsed. If the condition is corrected or correction has commenced then the fines will not be levied. The 30 day deadline will commence on the date of first notification which indicates the condition to be corrected and the amount of the fines if corrective action is not taken. Once an owner responds to the letter of notification, the condition must be corrected within 60 days. The property owner will also be provided the date of the next BPW Roads & Grounds Committee meeting at which time the owner may appear and appeal the action taken by the Committee. Actions taken against a property or property owner may be appealed to the BPW appeals committee.

2. In the event that corrective action has not been taken by the deadline stated in the written notice, the Roads & Grounds Committee may vote approval of a \$20.00 per day additional fine, up to a maximum of \$1,000.00 and or take corrective action with the cost of corrective action and any unpaid fines to become a lien upon the property upon which the unsightly or unsafe condition is occurring. If the committee takes action to improve the appearance of the property because the property owner has failed to take the proper action an administrative fee will be levied in the amount of \$150. This fee is in addition to any fines levied.

3. At the next regular or special BPW Board meeting, the Roads & Grounds Committee shall report the cost of the corrective action and or fines to the Board, which shall then cause the Notice of Lien to be prepared and filed, with a copy thereof being transmitted by certified mail to the owner of the property upon which the unsightly or unsafe condition existed. The property owner(s) will be required to reimburse BPW for all costs associated with the filing of said lien. Said Notice of Lien shall accrue interest as provided in the By-Laws at the rate of 12% per annum and will be renewed as necessary to remain in effect.

Rule Addressing Peace and Tranquility

WHEREAS, Bay Point West is a residential community in which the property owners and renters have a right to live without others disturbing their peace and quiet and,

WHEREAS, Bay County Florida has an ordinance prohibiting disturbing the peace and,

WHEREAS, Bay Point West is served by the BPCA security Force

1. The hours between 10:00 PM local time and 7:00 AM local time are designated as quiet hours. During quiet hours property owners and residents shall avoid making noise of any kind that disturbs the peace of anyone living in Bay Point West. All BPW property owners, and their guests and renters, are required to observe and comply with this rule. Members of the BPCA Security staff are requested to and charged with enforcing this rule. In the event a property owner or resident is making noise that disturbs another property owner or resident during these hours a security officer will ask them to cease and desist the noise making. If the noise continues the security officer shall: call the Bay County Sheriff and file a complaint. The security officer shall also prepare a report outlining the details of the incident and present said report to the director of security as soon as possible. The individual and or property owner failing to comply with this rule after being contacted by a security officer shall be fined \$150.00, and or the owners and/or renters will have their RFID gate entry stickers disabled. Additional fines of \$150 per day shall be levied for each subsequent day the quiet hours are not observed. If the imposed fine is not paid by the owner within thirty days of the date of notification by BPCA or BPW regarding the violation, BPW shall thereafter place an additional fine of \$20 a day until all fines are paid or until the total amount of the fines reaches \$1,000.00 at which time a lien against the owner's property at Bay Point shall be filed. This lien shall be renewed annually and accrue interest at the rate of twelve percent (12%) per annum.

2. BPW shall be entitled to recover all of its costs and attorney's fees incurred through any enforcement actions necessitated under this rule.

Rule Regulating Radio and Television Antennas

WHEREAS, property values and community appearance and beauty will be enhanced by harmonizing Bay Point-wide a regulation governing the installation or use of any exterior radio or television antenna or aerial (including any satellite dish); and

WHEREAS, the Federal Communications Commission (FCC) as part of the Telecommunications Act of 1996 prohibits bans or unreasonable restrictions on the installation of satellite dishes less than one meter in diameter which impair a viewer's ability to receive signals from direct broadcast satellites; and

WHEREAS, BPCA Rule 89-1 establishes for each neighborhood at Bay Point a Neighborhood Architectural Review Committee (ARC), and each such Committee is charged with a review in advance of all proposed construction and landscaping projects.

1. No exterior radio or television antenna or aerial (excluding any satellite dish) (hereinafter "aerial") for reception of commercial broadcasts may be installed or used by any BPCA member in or on any residential property in Bay Point.

2. No other exterior aerial (for example, and without limitation, amateur short-wave, or ship-to-shore) shall be installed or used by any BPCA member in or on any residential property in Bay Point without written permission having been requested and received in advance from BPCA.

3. No installation of an exterior satellite dish shall occur at Bay Point until a plan for such a satellite dish, and any screen or structure surrounding or housing the proposed satellite dish, has been submitted in advance to the appropriate neighborhood ARC. All satellite dishes shall be enclosed except as follows. Prior to any approval of a proposed satellite dish (and any screen or housing), the neighborhood ARC shall carefully review the proposed location for the satellite dish and its visual impact on the neighborhood, especially from neighboring homes, the street, and the golf course. Since it will not always be possible to locate the satellite dish where it is not visible from these locations, the satellite dish should be placed in the least obtrusive location without impairing the satellite dish's

ability to receive signals. The guidelines in this Rule are not intended to place unreasonable demands on homeowners, but to safeguard the appearance of our neighborhoods.

4. Specific guidelines for the installation of an exterior satellite dish are as follows:

- a. The satellite dish should normally be mounted at an eave of the roof below the roof line as viewed from ground level but may be mounted in another location on the structure as long as it is below the roof line as viewed from ground level. If unable to mount the satellite dish on the structure, it may be located elsewhere on the property with prior approval, providing its appearance is unobtrusive when viewed from the street, golf course or canal.
- b. Length of cable should not be a restriction when considering location. Cable runs over the 100 feet supplied with a dish will not unreasonably increase cost or reduce signal strength.
- c. Landscaping should be considered when determining location, for both signal reception and visually hiding the dish.

5. Any application for the installation of an exterior satellite dish shall be submitted to the BPW ARC, with a plan in sufficient detail to determine the dish's location on the structure. The plan should also show any obstructions such as trees which would block the signal and indicate the color of the surrounding trim and walls as well as the proposed color of the dish.

6. The BPW ARC shall review any application received by it, and shall advise the applicant of approval or disapproval or modifications in the same manner in which each ARC provides review for other minor construction applications.

7. BPW shall be entitled to recover all of its costs and attorney's fees incurred through any enforcement actions necessitated under this rule.

Rule Addressing Out-Of-Driveway Parking and Related Activities Creating Unsafe Conditions

WHEREAS, with fewer and fewer vacant lots, parking on the roadways of Bay Point is becoming an ever increasing problem; and a primary concern is the safety of our residents and guests, and for the availability of open roadways for emergency vehicles, so that parking on roadways created a potentially dangerous condition. Tow signs located in plain view three feet and not more than six feet above ground shall be posted in all areas where vehicles in violation shall be towed. Tow signs shall have the name of the towing company and the amount of the fine as well as the night and day telephone of the towing company. If the owner of a vehicle being towed is present before the vehicle is towed he may upon paying a reasonable fine not to exceed one half (50%) of the posted fine have his vehicle released from the tow vehicle.

1. Any property owner (including any property owner's tenant, family member or guest) intending to host any event at his house or condominium at which event more parking for vehicles will be required than can be accommodated on the owner's property or within the condominium parking spaces assigned to the Owner, must notify Bay Point Security prior to the commencement of the Event; and the required notification shall be provided to Security by the responsible adult.

2. In the event of a first-time failure to comply with this Rule, as determined by a Security Officer or Chairman of the Security Committee, the Security Officer is authorized and directed to immediately report the violation to the Director of Security or the Senior Officer on Duty. The Director of Security and the General Manager shall be notified of the action at appropriate hours. The Director of Security shall then direct the removal of the vehicles parked other than on the Owner's property or within his assigned condominium parking spaces; and the Security Officer shall present a warning citation to the apparent host of the Event, with a copy to the Owner at his address maintained by BPW, with another copy to BPCA.

3. Lawn care services and other vendors are restricted from parking on the streets within Bay Point known as Bay Point Road, Marlin Circle, and Wahoo Road. Lawn care services and other vendors must either park in their customers drive or on a side street. When neither of those choices is available a lawn care contractor may park in one lane making certain the opposite lane is free of all obstructions in front of the unit or house they are working on during the time they are providing lawn care service to that customer. However there must be a minimum of two traffic cones one in front of the truck or service vehicle and one to the rear of the truck or service vehicle. In addition

no vehicle is permitted to park on or block any portion of the walkway or Safety path. The failure of any lawn care service or other vendor to comply with this Rule would be punishable as follows: first offense – warning; second offense – \$50.00 fine; third offense – temporary banning from Bay Point for a period of thirty days; and fourth offense – banned from Bay Point for a period of one year from the date of the offense. The failure of a lawn care service or other vendor to pay the fine for a second offense within three days of the date of the offense would prohibit the offender from entry into Bay Point until the fine has been paid.

4. When a Security Officer has any reason to believe that an unlawful act has been or is being committed within Bay Point, the Security Officer is directed to report the matter to the Director of Security or the Senior Officer on Duty. If the Director of Security or Senior Officer on Duty believes further action should be taken, he shall report the matter to the appropriate law enforcement agency.

5. From time to time and as needed, Security Officers are authorized and directed to return telephone calls to residents who have earlier called to request access for guests, in order to ensure the legitimacy of such calls.

Rule Prohibiting the Parking of Trailers and Vehicles in Unauthorized Areas

WHEREAS, BPCA, as the owner of the roadways throughout Bay Point, is charged with ensuring that the roadways and their common elements are used in a manner that maximizes the safety of those using said roadways and other common elements; and

WHEREAS, BPCA Covenant 21 prohibits the storage of trailers and habitable motor vehicles on any part of the property, the overnight parking of trucks, the parking of boats and canoes on or off trailers, except inside an enclosed garage.

1. The overnight parking of any vehicle displaying lettering, signs, commercial advertisements, and/or logos; habitable motor vehicles; and trailers, including but not limited to boat, camper and utility trailers, as well as boats, unless within an enclosed garage, is prohibited and is expressly limited to the location designated in writing by the BPCA Board or BPCA Security. Customary vehicle dealer or manufacturer's identification labels and license plates are exempt from the above restriction.

2. The temporary parking of said trailers within Bay Point while loading/unloading is permitted. Overnight parking may be approved by the Director of Security on a case-by-case basis. Parking for a longer period can only be approved by the BPCA General Manager and only under extreme and unusual circumstances. Under no circumstances shall a vehicle or trailer obstruct the normal flow of traffic on the roadway, or present a hazard in any way to pedestrian or vehicular traffic.

3. The overnight parking of a resident's motor vehicle (other than those regulated by Paragraph 1 above) is hereby restricted to the resident's property garage, paved driveway, ARC approved parking area, or his Condominium Association's parking lot except as authorized by the BPCA Board; in no instance may a resident of a single family residence park his motor vehicle overnight on the property of another resident or non-resident owner nor in any Condominium Association's parking lot without permission in writing filed with the Bay Point Security Office. Likewise, a condominium owner may not park his motor vehicle overnight other than in his Condominium Association's parking lot.

4. Bay Point Security Officers are authorized to file written reports identifying the owner of any vehicle or trailer parked in violation of this Rule. One copy of the written report is to be given to or mailed to the owner of the vehicle or trailer, or the property owner if the violator is a guest, renter or tenant or family member, a second copy of the report is to be transmitted to BPCA or BPW on a weekly basis, and a third copy of the report is to be retained by the Bay Point Office of Security. Each day upon which a violation occurs shall be treated as an additional violation. Upon the occurrence of a second violation, the BPCA Security Office shall be authorized to remove or tow the trailer or boat or habitable motor vehicle parked in violation of this Rule, and shall store same in the fenced impound yard of the towing company.

5. If the vehicle parking violation is not corrected by the responsible party within 24 hours after receiving notice, a daily fine or parcel assessment fine of \$20.00 will be levied by BPW for each day the violation continues not to

exceed \$1,000.

6. If the imposed parcel assessment fine is not paid by the owner within ninety days of the date of notification by BPCA or BPW regarding the violation, BPW shall thereafter place a lien against the owner's property at Bay Point; this lien shall accrue interest at the rate of twelve percent (12%) per annum.

Rule Regarding the Control of Pets within Bay Point West

WHEREAS, incidents of pet bites at Bay Point provide a basis for the Board to find that any pet not on a leash or under the verbal control of its owner is a nuisance and a violation of the Covenants and Restrictions; and

WHEREAS, an increase in littering on roadways and common areas and lots provides a basis for the Board to find that the deposit of pet feces on the roadways and common areas and lots is a nuisance and, therefore, a violation of the Covenants and Restrictions; and

WHEREAS, the transport of pets into Bay Point by other than residents and their bona fide guests, such as but not limited to construction workers and lawn maintenance personnel, increases the exposure of residents to unnecessary hazards; and

WHEREAS, barking dogs and other noisy pets are considered to be a nuisance within the determinations established in Covenant 16 and Covenant 18 of the Covenants and Restrictions BPW establishes the following rules.

1. All BPW property owners, and their guests and renters, are required to observe and comply with the Covenants and Restrictions, and with the Rules adopted by BPW and BPCA.

2. Any dog outside of the owner's property boundaries in Bay Point West shall be on a leash

3. Dog feces must be removed by owners when walking or exercising their dog.

4. Owners are required to control their pets and not permit them to become a nuisance.

5. The transport of pets into Bay Point by other than property owners and their bona fide guests is prohibited.

6. Residents should file a written report with BPCA, BPW and Animal Control listing examples of nuisance behavior if dogs or cats create a problem including but not limited to failure to comply with paragraph 3 above.

7. All Security Officers at Bay Point are authorized to:

- a. File written reports, identifying each violation, or suspected violation of rules in paragraph 3 and paragraph 4.
- b. Deny access at entrance gates to any vehicle of a non-resident in which a dog is riding.

8. A copy of the written report shall be given to the owner or the violator to the extent practicable. A second copy is to be transmitted, on a weekly basis, to BPW, and a third copy is to be retained for the Bay Point Office of Security. In the event of a second violation of this Rule, during a ninety-day period following the first violation, the Board of Trustees of BPW shall impose a fine of Fifty Dollars (\$50.00). In the event of three or more violations occurring within a one-year period the BPW Board shall impose a fine or fine of One Hundred Dollars (\$100.00) and take such other action appropriate to the offense. In the event any fine is not paid within thirty days of the date of notification from BPW of the violation, a fine of \$20.00 per day will be imposed for up to 50 days at which time a lien shall be placed against the Bay Point residence or unit of the violator, which lien shall accrue interest at the rate of twelve percent (12%) per annum.

Rule Providing Reasonable Regulation of the Display of Firearms

WHEREAS BPCA, as the owner of the roadways throughout Bay Point, is charged with ensuring that the roadways and their common elements are used in a manner that maximizes the safety of those using said roadways and other

common elements.

1. No person at Bay Point, other than Florida or federal law enforcement personnel is authorized to threaten or gesture with or use a firearm, whether within or without the person's residence, except in self-defense or defense of another in accordance with Florida law when such force is reasonably necessary to prevent great bodily harm or imminent death, or reasonably necessary to prevent imminent commission of a forcible felony.

2. Notice of a violation of this Rule shall be provided by the Bay Point Security Department to the violator, and shall result in a fine or fine not to **exceed \$500 unless** the person having received the notice of violation appears before the BPW Board of Trustees at its regular or special meeting following the date of the notice of violation and shows mitigating factors which justify the event which led to the notice of violation. Any decision by the BPW Board of Trustees may be appealed to the BPW Appeals Committee at its next regular or special meeting following the meeting of the BPW Board of Trustees.

3. Emergency or Severe situations. The procedures described in paragraph 2 above shall not restrict the Board in emergency or severe situations, because of the Board's responsibility to advance the peace and safety within Bay Point. In such a situation, the Board may take the actions appropriate to meet the emergency or severe situation.

Rule Regarding Commercial Use of Residences in Bay Point

WHEREAS, Bay Point covenants 1 and 2 restrict the use of any and all Bay Point residences for commercial purposes as defined below:

1. No person other than members of the family residing on the premises shall be engaged in the commercial activity.
2. The commercial use of the dwelling shall be clearly subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character of the premises.
3. There shall be no change in the outside appearance of the property, or other visible evidence of the conduct of any business activity.
4. No traffic shall be generated in greater volumes than would normally be expected for said residential neighborhood.
5. Visible outdoor storage of materials associated with the business activity is strictly prohibited.

Rule Providing for the Deposit and Pick-Up of Garbage within Bay Point West

Garbage pick-up by contractors is limited to two days a week on Monday and Thursday.

1. Placing garbage in plastic bags (excluding yard debris) on driveways and easements is not acceptable.
2. Garbage will be placed in solid plastic or metal containers with lids on the driveways or easements early on Monday and Thursday morning and will be retrieved as soon as possible after garbage pick-up.
3. Trash (*i.e.*, leaves, grass, paper, etc.) may be put in flexible plastic bags and placed for pick-up as in paragraph two above.
4. Tree limbs and tree trimmings shall be cut in lengths not to exceed four feet in length and four inches in width. Christmas trees maybe collected after December 25 at any time and/or any collection.

Rule Providing Reasonable Regulation of Building Contractors at Bay Point

1. The BPW Architectural Review Committee ("ARC") is charged with the duty of approving, prior to the start of any

construction, all plans for buildings and landscaping and walls and fences and boat docks.

2. The ARC shall prepare and utilize a document identifying or containing Bay Point's Covenants and Restrictions, and companion policies, which documents shall be signed by a property owner and his contractor in each case prior to the commencement of construction; and which document shall recite that failure to comply with the requirements of the Covenants and Restrictions and companion policies, on the part of the contractor or his employees or subcontractors, shall authorize the BPW President, other BPW officer and/or the ARC Chairman to stop work at a construction site until the contractor's non-compliance has been remedied, and a written release has been given by the BPW official to the contractor and owner. In addition, the document shall contain a recital that the contractor understands the content of the document, and his agreement to comply with the Covenants and Restrictions and companion policies.

3. The Bay Point Covenants and Restrictions, Paragraphs 1. through 15, and the following Construction Policies shall apply to construction within Bay Point West, to-wit:

Construction Policy 1: Landscaping plans must take into consideration the storm water drainage for the lot to ensure that the natural drainage along the roadway to the nearest storm drain, or to the lake at the rear of the lot, is not obstructed. Canal lot construction should provide silt fencing and/or hay bales to prevent soil erosion from entering the canal.

Construction Policy 2: Builder will be permitted to place one sign, no larger than 3 feet long by 2 feet high, on the property once construction has commenced. The sign should list the builder's name and phone number. The sign must be removed at the completion of construction or landscaping, whichever comes first. No other signs (except the Bay County and Bay Point Building permits) are allowed.

Construction Policy 3: A dumpster or functionally equivalent trash container must be placed on the lot prior to the start of framing, and remain until construction is completed. The dumpster or functionally equivalent trash container must be emptied often enough to maintain the construction site in a neat condition. (1)

Construction Policy 4: A Port-O-Let or similar toilet facility must be placed on the lot at the time construction begins and remain until construction is completed.

Construction Policy 5: Construction workers will be allowed on the property between 7:00 a.m. and 6:00 p.m. No construction work will be permitted on Sundays or the following legal holidays: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.(3)

Construction Policy 6: Vehicles belonging to the contractor and his employees will not be allowed to park on the paved roadway at any time. Violations can result in the vehicle being barred from Bay Point. Contractors are allowed to park one trailer (with no advertising) at a construction site for new home construction and major remodeling only. (5)

Construction Policy 7: Sufficient fill dirt must be placed on the property to bring the berm up to the level of the paved roadway so that the edge of the pavement will not be broken off by heavy equipment entering or leaving the construction site. The contractor and the owner are responsible to BPCA in the event that any pavement edge is broken at the construction site.

Construction Policy 8: Prior to a contractor using any vacant lot for project access, storage or stockpiling of material, parking of vehicles, or any other use related to a construction project, that contractor shall obtain written permission from the owner of that vacant lot and provide the ARC with a copy.(4)

4. Violations:

a. 4. Violations:

a. Any violation of any requirement of this Rule, as determined by ARC or the Covenants and Restrictions Committee ("CARC") acting through the Chairman of the BPW ARC shall be evidenced by the written Notice of Violation ("NOV") of Rule 88-2. Such Notice shall be delivered to the contractor or to an employee or agent on the construction site, and the NOV shall serve as an immediate stop-work order; Bay Point Security Personnel shall assist the Committee Chairmen in enforcing the stop-work order. Once the contractor has corrected the violation and

the Chairman has terminated in writing the NOV stop-work order, construction on site may re-commence. (1)(2)

b. If the violation is not corrected within three (3) working days, the offending contractor's privilege of constructing (through himself and his employees and his sub contractors) shall be immediately suspended for seven (7) consecutive days, commencing from the time and date when the Notice of Suspension of Construction Privilege is ratified by the Board, at a regular or special meeting to which the record owner of the construction site and the offending contractor have been mailed or delivered notice. Bay Point Security Personnel shall enforce the suspension by barring the contractor and his employees and his sub-contractors from entering upon the construction site (except for the purpose of removing tools or equipment). (1)

c. In the event of a second violation by the contractor on the same construction site, the procedure described in subparagraph (a) above shall be followed; and if the violation is not corrected within three (3) working days, the offending contractor's privilege of construction shall be immediately suspended throughout Bay Point for fourteen (14) consecutive days. (1)(2)

d. In the event of a third violation by the contractor on the same construction site, the same procedure described in subparagraph (a) above shall be followed; and, if the violation is not corrected within three (3) working days, the offending contractor's privilege of construction shall be immediately suspended for one (1) year.(2)

e. In the event any contractor should choose to contest a Notice of Violation or a Notice of Suspension of Construction Privilege, the contractor may appeal by delivering a written demand for a hearing to the Chairman of the ARC or of the CARC, who shall promptly notify the BPW President, who shall call and hold a BPW Board meeting within seventy two (72) hours of receipt of the written demand. In the event that the suspension of contracting privilege has occurred automatically (as provided in subparagraphs (b) or (c) or (d) above) between the time of the demand for a hearing and the commencement of the hearing itself, the suspension shall remain in full force and effect. (1)(2).

f. At such a hearing, the Board shall proceed in a fact-finding, non-adversarial manner, receiving comment and information from the ARC/CARC and from the contractor and from any interested party. The Board shall then determine whether the violation did or did not occur, and shall accordingly ratify or rescind the suspension. (1)

Rule Providing Procedures for the Architectural Review Committee and for Contractors

WHEREAS it is the function and purpose of the Bay Point West Architectural Review Committee (ARC) to supervise construction activities within Bay Point's Units One and One-A, and to implement and enforce Rule 88-2 (Rules Providing Reasonable Regulations of Building Contractors at Bay Point), as well as the construction standards set forth in the Covenants and Restrictions.

1. Bay Point West's (BPW) Architectural Review Committee shall consist of six (6) members, each appointed by the President of BPW Board of Trustees with the approval of the Board of Trustees. (3)

2. A Chairman shall be selected from among the members of the ARC by the President of the BPW Board of Trustees.

3. The ARC shall meet on the first and third Tuesday of each month, and more often when called by the Chairman. A quorum shall consist of three (3) members, with action at committee meetings to be taken by a majority vote of the members present.

4. A written record of the meetings shall be kept by the Chairman, who shall serve as custodian of the records and minutes.

5. The ARC shall have the authority to use administrative/clerical services, and legal counsel, consistent with provision in the BPW annual budget.

6. A property owner (or his representative designated in writing), desiring review and approval of the plans and specifications shall submit a full set of proposed plans and specifications to the Chairman of the ARC at least twenty-four (24) hours in advance of the meeting at which the plans and specifications are to be reviewed. In addition, a work plan must be submitted to Bay Point Community Association (BPCA) General Manager. Refer to Rule 89-0 for submittal requirements of work plan, etc. Along with the plans and specifications, and proof of payment of the most recent BPCA and BPW assessment, the property owner shall file with the ARC the document required by Paragraph Two, Rule 88-2 ("the Construction Document"), signed by the owner and his contractor. Additional fees are: a non-

refundable road impact fee to be determined by the work plan submitted to and payable to BPCA, a non-refundable administrative clerical fee payable to BPW of \$300.00 for 3000 square feet or less and \$150.00 for each additional 1,000 square feet or fraction of, plus \$75.00 if reviewed by the ARC's outside consulting architect, and a clean-up deposit of \$300.00 payable to BPW (which will be refunded by BPW if, after completion of construction, the ARC Chairman finds that the construction site and surrounding properties have been left free of litter, and that construction has occurred in conformity with the approved plans and specifications and with the Covenants and Restrictions and with the adopted policies of the ARC).

7. All new construction shall be completed within the time frame set forth in during the review process by the ARC. No submittal will be accepted until all assessments and fines are paid. The owner or the contractor may request an extension of the time frame set forth by the review process administration by the ARC to complete the construction of the improvements. Any such application must be made prior to the original required completion date and shall set forth specifically the reasons for the requested extension. Any requested extension shall not result from the failure of the owner or the contractor to use diligence in the completion of the improvements. Once an extension has been granted, completion of the improvements must be within that time frame. The failure of the owner or contractor to complete the construction within the time frame as set forth in the Covenants and Restrictions or as extended, will subject the owner or owners of the property to a fine of \$100.00 per day for each day that the construction is not complete. The BPW shall have the right to file a lien against the real property for the amount of the ~~parcel~~-fine which may be foreclosed in the same manner as a lien for the failure to pay community fines. In addition, the owner or owners will be responsible for all costs with regard to the lien or its foreclosure including reasonable attorney's fees.

8. Throughout the construction period, through and including the completion and clean-up of construction, the property owner and his contractor shall comply with the requirements of this rule and of Rule 88-2, and all construction shall be in accordance with the plans and specifications submitted to the ARC. The ARC shall carry out the responsibilities and functions of this rule through the construction period, through and including the completion and clean-up of construction.

9. Regarding procedures for obtaining approval of proposed "non-whole house construction" (which term includes additions/remodeling/renovations, which require a Bay County Building Permit, and fences, walls and pools), such construction shall also require advance approval by the ARC. A property owner (or his representative designated in writing) desiring review and approval of the plans and specifications for such construction shall submit a set of proposed plans and specifications to the Chairman of the ARC at least twenty-four (24) hours in advance of the meeting at which the plans and specifications are to be reviewed. In addition, a work plan must be submitted to Bay Point Community Association (BPCA) General Manager. Refer to Rule 89-0 for submittal requirements of work plan, etc. Along with all plans and specifications and proof of payment of the most recent BPCA, BPW or appropriate association assessment, if applicable the property owner shall file with the ARC the document required by Paragraph Two, 88-2 (the Construction Document), signed by the owner and his contractor. Applicable fees will be determined by the ARC and BPCA and include: a non-refundable road impact fee payable to BPCA to be determined by the work plan-submitted; non-refundable \$150.00 administrative clerical fee payable to BPW; a clean-up deposit of \$300.00 payable to BPW for all projects using dumpsters or involving work that may leave the exterior of the house or lot in an unsightly condition (which will be refunded by BPW if, after completion of construction, the ARC Chairman finds that the construction site and surrounding properties have been left free of litter, and that construction has occurred in conformity with the approved plans and specifications and with the Covenants and Restrictions and with the adopted policies of the ARC); other minor "non-whole house project" will not require a clean-up deposit. All such construction shall be completed within two months from the date of approval of the plans by the ARC. It is the intent that this paragraph apply to minor "non-whole house construction" and that major "non-whole house construction" (e.g., the addition of a second story) as determined by the ARC be regulated by the provisions of Paragraph Six above.

10. In reviewing and approving or disapproving or modifying plans and specifications, the ARC shall use the Construction Design Criteria and Guidelines hereto attached, as amended from time to time by the BPW Board of Trustees.

11. Decisions by the ARC shall be communicated to the property owner (or his representative designated in writing) in writing.

12. Any decision of the BPW ARC may be appealed by a dissatisfied owner. Notice of such appeal shall be in writing, from the owner to the BPW ARC, with a copy of the notice being provided to the President of BPW. The appeal shall be considered at the next regular meeting of the ARC and, at such meeting, the owner shall have the

burden of demonstrating to the ARC that its' decision was unreasonable or without competent basis. Any decision of the Bay Point West Architectural Review Committee may be appealed by an owner to the BPW Appeals Committee. At such meeting, the owner shall have the burden of demonstrating to the BPW Appeals Committee that the ARC decision was unreasonable or without competent basis.

13. When the requirements of this rule are not followed, a fine of \$150.00 will be levied in addition to other fines as follows:

- a. When work has begun without approval by the ARC, immediate notification will be given advising the homeowner of the non-compliance, requesting immediate cessation of work and submission of all plans within 10 days. A fine of \$20.00 per day will apply for each day in excess of 10 elapsing before plans are received by the BPW ARC.
- b. When work has been completed without ARC approval, and is not in compliance with this rule, the homeowner will be notified by ARC to bring the project into compliance. A fine of \$20.00 per day will be assessed until project is in compliance.
- c. When work has been completed without ARC approval and is in compliance, ARC will advise the homeowner of the findings and after-the-fact approval. In addition a submission of all plans within 10 day is required. A fine of \$20.00 per day will apply starting on the 11th day until plans are received by the ARC.

Construction Design and Criteria Guidelines

The Bylaws of the Bay Point West Property Owners' Organization state that two of its purposes are "to enforce restrictions and covenants" and "to prescribe rules and regulations and to provide for the enforcement thereof". Those Bylaws also establish the Architectural Review Committee (ARC) as one of its permanent committees. The function and purpose of this ARC, as set forth in Bay Point West's Rule W90-7 is "to supervise construction activities within Bay Point and to implement and enforce Bay Point West's Rule W90-5 (Rule Providing Reasonable Regulation of Building Contractors at Bay Point) as well as the construction standards set forth in the Covenants and Restrictions". The "Covenants and Restrictions of Bay Point Unit One and One-A" specifically require that certain submittals be made to the successor of the Grand Lagoon Company, in this case the Bay Point West ARC, prior to any construction being undertaken, As set forth in Rule W90-7, the ARC shall use these "Construction Design Criteria and Guidelines" in reviewing these submittals.

The ARC shall review, prior to any work being started, all submittals for new construction including, but not limited to, homes, building additions, walls, fences, decks, driveways, swimming pools, hot tubs, re-roofing, exterior color schemes, landscaping, or any other project similar in scope which materially alters the exterior of the residence or that of the lot or requires a Bay County permit. No construction, remodeling, major landscaping or any other alterations to property within Bay Point Unit One and One-A may commence until the proper submittals have been made, fees paid and a Notice of Approval has been issued.

Construction of new seawalls, docks, davits, boat lifts, etc. or repair to those existing improvements requires that submittals be made to the Bay Point Waterfront and Canalfront Property Owners Association.

Attached, therefore, are the Construction Design Criteria and Guidelines used by the ARC to maintain the appearance and quality of the Bay Point residential community.

NOTE: For the protection and integrity of the canal, all residents requesting a pool or major additional concrete areas adjacent to the canal shall provide a signed and sealed plan from a licensed professional (structural) engineer showing that the current seawall will support the additional load. This report will insure that the additional load will not endanger the canal. (Major concrete work is defined in this instance as the addition of concrete necessitating the removal of at least one cubic yard of existing soil or construction requiring a building permit costing more than \$50.00 in the area between the rear of the house and the canal).

Section 1: Site Plan

1. Location of water and sewer connections shall be verified by the Contractor prior to commencement of construction.
2. The residence's first floor shall be at a minimum elevation of +7 feet above the high water level which, in the Bay Point area is approximately +1.25 feet. Additional Bay County Building codes require that plans show the elevation of the finished floor in relation to the crown of the roadway. The finished first floor slab should be at least twelve inches but not exceeding thirty six inches above the crown of the road unless, there is natural drainage to the rear of the property into the canal or a pond.
3. Blending of the proposed residence with the grade, including additions, elevated patios, decks and other architectural or landscaping features, will be evaluated on a case by case basis so to not block the golf course or canal views of adjoining property owners. Site Plans must take into consideration storm water drainage and ensure that the designed or natural drainage along the roadway to the nearest storm drain or to a lake, canal or lagoon at the rear of the lot is not obstructed. Drainage on to neighboring residential lots is prohibited. Buried drainage pipes will be approved where appropriate and the ARC will direct the installation of drainage pipes from front to rear of the lot where necessary. Each architect/owner submitting drawings and plans for such work shall show plans to control water or soil run off onto adjacent properties, the street, or the canal. Particular emphasis should be made on canal lots to keep soil from entering the canal. Plans should also show the run off patterns of water from the house and lot to prevent flow onto adjacent properties and collection in the roadway.
4. Walls on property lines may act as retaining walls for fill dirt required to bring the first floor elevation to the + 7 feet previously described. The construction of these walls shall be detailed on the submitted drawings but, in no case, shall they encroach onto any adjoining property or create a condition where the wall exposed to the adjoining property owner is greater in height than allowed under Section 3, Fences and Walls.
5. Building setbacks shall be measured from the platted property lines to the outside face of the exterior wall construction, for all storied, and to the outside face of roofed porch supports or upper story balconies or decks. The setbacks are 10 feet at each side and 25 feet at all front or side road frontages and 25 feet at the rear. The front is considered to be that streetside on which the front door faces or which receives the street number. These setbacks shall be clearly indicated on the Site Plan. Fireplaces or other similar items shall be considered part of the exterior wall construction and shall not encroach into these setbacks.
6. Roof overhangs may project 4 feet into the above-described setbacks.
7. See Section 12, Submittal Requirements, for a detailed listing of information required with the submittal of a Site Plan.

Section 2: Overall Design, Exterior Materials and Color

1. Differing architectural styles are appropriate for Bay Point. For this reason, repeated construction of houses of the same or similar appearance or design is not desirable. Generally, the house design should not conflict with adjoining homes or be inappropriate to the lot. Nothing in these regulations shall prohibit a property owner with two or more adjoining lots from building on these lots together provided the proper legal documents are provided joining those lots into one lot and provided all other conditions of the Covenants and Restrictions, of the Rules governing construction, and of the Construction Design Criteria and Guidelines are met.
2. The building height shall be limited to 37 feet measured vertically from the highest point of the roof to the ground floor slab level. Fireplace chimneys, roof railings, or other decorative roof finials may extend beyond the maximum height. Refer to Section 1 Site Plan in the ARC rules to determine the elevation of the first floor slab in reference to the high water level and the requirement that the first floor slab be at least 12 inches but not exceeding 36 inches above the crown of the road.
3. No detached structures may be constructed on any lot. Portable pergolas and gazebos are not considered structures as long 2 people can pick it/them up and move it/them from one area to another within the property.

4. Durable "lifetime" roofing materials are required, which materials shall include cedar shakes or shingles, copper or other finished metals under-fastened and with a standing-seam configuration, glazed or unglazed clay or cement tiles, and fiberglass or other composite shingles. All sloping roofs on any single residence shall be of the same or compatible pitches and all shall be finished with the same roofing material and the same color.

5. Approved exterior materials are solid wood siding, stucco, earth-tone brick, and stone. Aluminum vinyl, plywood, or asphalt siding materials are prohibited. Aluminum fascias and aluminum or vinyl soffits are allowed.

6. Earth-tone colors are acceptable for exterior color schemes. Pastel colors are not prohibited but will be carefully examined in relation to the surrounding homes. All exterior color schemes, for both new construction and remodeling (which includes changes in roofing and house or trim paint colors), must be approved prior to their installation. Whole house repainting using the same color(s) must also be submitted prior to installation.

7. Air conditioning and heating equipment shall be screened from view from adjoining lots, roads, the golf course, and the canal or lagoon by fences, walls, or landscaping sufficient to provide visual shielding. Please refer to Section 3 for additional information.

8. There are two types of playground apparatus: equipment and structures. Playground equipment as defined as apparatus that is easily moveable such as basketball hoops, plastic play equipment, and "A" frame metal swing sets. Playground equipment does not require ARC approval. Playground structure is defined as apparatus that is more permanent in nature, is constructed, and is heavy / large enough that is not easily moveable. Playground structures must be approved by ARC prior to construction and placement.

a. Playground equipment and structures must be located in the back yard. Basketball hoops are exempted and may be placed in the front of the dwelling on resident's property. If the playground structure is higher than 6 feet, it must be situated in such a location that it will not invade the privacy of neighbors.

b. The platform height on a play structure may not exceed 8 feet above the ground, and the overall height of playground structures may not exceed 12 feet.

c. No utilities can be connected to the structure in any way.

9. See Section 12, Submittal Requirements, for a detailed listing of the required submittals for exterior color schemes.

Section 3: Fences and Walls

1. Fences and walls will be carefully considered to ensure compatibility with the residence in conjunction with which they are built and with the neighboring residences and surrounding properties. All fences and walls must be approved by BPW ARC Prior to installation or replacement.

2. No fence or wall shall exceed 7 feet in height above the lowest adjacent property owner's grade elevation at the property line. Finials on posts or support columns, light fixtures, or other similar adornments may extend vertically a maximum of 12 inches above the fence or wall with approval. Metal gates may extend 12 inches above the fence or wall with approval. Metal gates may extend 12 inches above the maximum height of the adjoining fence. Solid gates may not extend above the maximum height of the adjoining fence.

3. Fences or walls extending beyond the front of the house may not exceed 4 feet in height above the lowest adjacent property owner's grade elevation at the property line, except where grade variations in the yard level may necessitate a variance of up to six inches in order to maintain a uniform crown level.

4. On canal, lagoon, and golf course lots, fences and walls not exceeding 4 feet in height measured from adjacent owner's grade elevation at the property line may extend beyond the rear corner of the house along side lines to the

rear property line and may be built along the rear property line provided they are designed so as not to obstruct the adjacent property owner's views. Picket and see through metal fences may be granted a variance of up to six inches to allow for varying ground elevations in order to maintain a uniform crown level. Solid fences may be granted no more than a three inch variance allowing for varying ground elevations.

5. The fencing of small areas to be utilized as "dog runs" is prohibited.

6. No portion of a fence or wall, including its footings, support columns, and adornments, shall extend beyond platted property lines of the lot on which the fence or wall is built and it shall be the responsibility of the property owner building the fence or wall to verify the location of those platted property lines by survey or other acceptable methods.

7. Fences may be of wood in shadow box, picket, or split-rail style. Ornamental painted wrought iron or other similar finished metal fences with a design or pattern as well as vinyl fences will be reviewed on a case-by-case basis. Material submissions are required for vinyl fences.

8. Wood fences may be finished or painted or stained or may be left unfinished if built of a wood suitable for natural weathering. If painted or stained, it is desirable to finish both sides; if only one side is to be finished, the finished side will be on the outside and the unfinished interior side shall not be visible from any adjoining property. Wood fencing on supports shall have the supports on the inside.

9. Chain link or other similar metal wire fences are prohibited.

10. Walls shall be constructed of brick or finished concrete block. All concrete block walls shall have all their exposed surfaces finished with stucco or other similar materials in keeping with the residence. Solid poured concrete walls, except where required for retaining walls, or stucco on wood framed walls are prohibited.

11. Walls shall not exceed a thickness of 8 inches, except for support columns as required for retaining walls.

12. See section 12, Submittal Requirements, for a detailed listing of information required with submittals of fences and walls.

Section 4: Driveways

1. Locations of all driveways shall be compatible with the design of the house and the configuration of the lot and shall provide access to the street without creating a traffic hazard. Extensions of driveways between the front property line and the edge of the road pavement shall be contained within the area bounded by the extensions on the side lot lines to the pavement edges.

2. Approved driveway materials include plain or exposed aggregate concrete, brick, pavers, tile, or patterns impressed in a finished cement topping. Asphalt paving or loose gravel is prohibited.

3. Construction of driveways shall be accomplished in conjunction with the house construction. Driveways added later shall match the existing driveways in material, color, and texture.

4. Driveways shall be indicated on the submitted Site Plan.

5. Any changes to existing driveways must be submitted for approval to the Architectural Review Committee (ARC). Driveway staining shall be allowed using a solid-base stain or a transparent stain. All driveways shall be chemically washed prior to staining. Colors must be submitted to the ARC for approval before work begins. The painting of driveways may be permitted, on a case by case basis, if approved by the ARC, using an epoxy based paint sold specifically for painting driveways. Painting a driveway without ARC approval will incur a fine of \$150.00.

Section 5: Swimming Pools and Hot Tubs

1. Outdoor swimming pools and hot tubs are authorized.

2. Outdoor swimming pools and hot tubs are not subject to the building setbacks and may be installed up to the property lines. On canal and lagoon lots, it is preferred that a minimum of 18 feet be provided between the seawall and the pool shell so as not to interfere with the seawall's tiebacks or deadmen. If the pool is to be closer than 18 feet to the seawall, it shall be completely elevated above the seawall's tiebacks and deadmen or engineering drawings shall be provided for the relocation of these tiebacks and deadmen.

3. Swimming pools and hot tubs shall be installed at ground or deck level. Exceptions, because of ground contours or other reasons, will be considered on a case-by-case basis. Hot tubs, if above grade, shall be shielded from public view by privacy fencing or walls, which shall conform to the requirements of Section 3, Fences, and Walls.

4. Pumps, filters, and heating equipment shall be screened from view from adjoining lots, roads, the golf course, and the canal or lagoon by fences, walls, or landscaping sufficient to provide visual shielding.

5. All excess material from the pool excavation, excess gunite, or other excess materials that cannot be utilized on the lot shall be removed and properly disposed of outside Bay Point, not on any vacant lot.

6. Swimming pools shall be designed in such a manner that any backwash water shall be disposed of either to the canal, lagoon, or golf course drains at the rear or to the street at the front and not onto any adjoining lot.

7. All new swimming pools will be required to comply with Bay County fencing requirements.

8. See Section 12, Submittal Requirements, for a detailed listing of information required with a swimming pool or hot tub submittal.

Section 6: Screened Enclosures

1. Porches that are integral to the basic house and roofed may be screened. As such, they shall conform to the setback requirements as set forth in Section 1.

2. Screening material shall be compatible in color with the house exterior.

3. Screening of swimming pools and hot tubs will be reviewed on a case-by-case basis. Any screened pool or hot tub enclosure shall be an integral part of the house construction, opening directly to the house's porch, patio, or living areas. They may not be separated or detached from the main house structures.

4. Screened pool or hot tub enclosures shall have all their sides and roofs screened, with no solid surfaces outside the setback lines for walls or roofs, and shall have a roof pitch that is compatible with the house roofs, preferably the same. The framing members and screening shall be of a color that is compatible with the house exterior and shall be subject to approval.

5. Nothing in these guidelines shall prohibit a new or existing swimming pool or hot tub that encroaches into a setback on a golf course or interior lot from being enclosed by screening. These will be reviewed on a case-by-case basis, however, for compatibility with the neighborhood in general, the adjoining residences, landscaping, vehicular and pedestrian lines of sight, as well as golf course views.

Section 7: Landscaping and Irrigation

1. Although landscaping expresses one's interest and taste, proper design requires much thought. Landscaping should strive for distinct and unique expressions while maintaining harmony with the neighborhood. The well-landscaped and maintained overall appearance of Bay Point properties will be a guide for reviewing proposed landscaping.

2. Lawns with weeds or grass over six (6") inches must be cut immediately.

3. Weeds should be removed and dying grass or bare spots re-seeded or re-sodded.

4. Vehicles may not be parked on the grass of any lawn.

5. All driveways should be free of vegetation such as grass and/or weeds.
6. All lawn clippings and leaves should be collected and disposed of properly in trash containers or used for compost.
7. Streets, driveways, and sidewalks should be free of grass clipping debris.
8. Landscaping is required between the front property line and the edge of the pavement. Consideration, however, should be given to pedestrian safety along the road edges when contemplating the use of landscaping timbers, pavers, or the like. Any barriers placed in the right-of-way must be break-away or, if not break-away, must be no higher than three (3") inches above ground level. Consideration should also be given to vehicular lines of sight when considering the placement of large shrubs close to the street.
9. Guidelines for trees are defined in Section 8.
10. See Section 12, Submittal Requirements, for a detailed listing of information required for a landscaping submittal.

Section 8: Guidelines on Trees

1. Bay Point is a "wooded" community where the trees add to the charm and personality of the community. The Architectural Review Committee (ARC) has been charged with the responsibility of maintaining the uniformity of this personality throughout Bay Points Unit One and One-A.
2. Trees breakup the starkness of what could be a barren development as well as providing shade to reduce heat, reduce noise, absorb carbon dioxide and produce oxygen. All this contributes to the general pleasing appearance, attractiveness, and aesthetics of our neighborhood.
3. All property owners must receive approval from the ARC before removing any trees on their property. This is done to maintain uniformity in the landscape appearance of Bay Point. When the location of a tree is questionable due to its proximity with adjacent property, property lot survey pins must be identified by owner prior to receiving approval for any tree removal. If trees that would require approval are removed without prior approval from the BPW ARC, a fine of \$500.00 per tree removed will be levied against the owner of the parcel and replacement will be required on a one to one basis with a 5-gallon minimum tree. The replacement must be approved by the ARC prior to planting. If replacement does not occur, the homeowner will be notified by the ARC to bring the project into compliance or a fine of \$20.00 per day will be levied until project is in compliance. If the fine remains unpaid, a lien shall be placed against the parcel.
4. The guidelines set forth in Section 7 pertaining to trees, is as follows:

Trees may not be cut from lots otherwise cleared for construction without first obtaining written approval from the ARC. Trees within the footprint of the residence or driveway may be removed provided they are not a "protected" or "heritage" tree as defined by the Bay County Land Development Regulations.

Trees outside the footprint of the residence or driveway designated by the ARC as "significant" shall be kept and incorporated into the proposed landscape plan. In the landscaping plan, consideration shall be given to the replacement of other trees removed with substantial plant material, such as other trees or large shrubs, in order to maintain a well-landscaped property.

5. ARC will implement the following guidelines in a consistent manner on a case by case basis and with an eye on the long range well being of the Bay Point residential areas:
 - a. The following are candidates for removal after inspection and approval.
 - Trees that are dead or dying
 - Trees damaged due to lightning strikes or other causes.
 - Trees that present imminent danger to the home or other structure.
 - Trees whose root system is causing damage to a home, driveway, pool, sea wall, or other structure.
 - Thinning of trees that have grown so close as to deform some adjacent trees may be approved.

Trees deemed a nuisance by the property owner may be approved for removal by the ARC when submitted with an acceptable replacement plan. If trees are removed and replacement does not occur, the homeowner will be notified by the ARC to bring the project into compliance or a fine of \$500.00 per tree removed and \$20.00 per day will be levied until project is in compliance.

- b. The following will **NOT** normally be permitted:
 - No clear-cutting of any property including vacant lots.
 - Removal of trees that do not meet the above categories.
- c. The following trees are considered nuisance trees and approval may be given without meeting the above criteria:
 - Sweetgum
 - Chinese Tallow (Popcorn)
 - Australian Pine
- d. Approval for tree removal is given for a period of 60 days from date of approval, after which time request must be resubmitted.
- e. In most instances stump removal will be required.
- f. The ARC may require a landscape plan be submitted prior to approval of tree removal.

When a protected tree is removed outside the footprint of a house, a new tree must be planted to help maintain the wooded nature of Bay Point.

Section 9: Canal Docks and Seawalls

All canal and lagoon seawalls, docks, davits, boat lifts, or other similar construction related to the canal and lagoon shall be submitted to the ARC for approval by the Bay Point Waterfront and Canalfront Property Owners' Association and shall be reviewed by that Association for conformance with their printed Construction Specifications.

All canal and lagoon seawalls, docks, davits, boat lifts, or other similar construction related to the canal and lagoon shall be submitted to the ARC for approval by the Bay Point Waterfront and Canalfront Property Owners' Association and shall be reviewed by that Association for conformance with their printed Construction Specifications.

Any construction on the Bay Point canal system for a new house shall be constructed so that the majority of the rain water from the house and yard is channeled through the canal sea wall. This shall be accomplished with the following additions/requirements:

A. Gutters shall be added to the house to collect the rain water and flow it through the canal wall. The downspouts from the gutter system shall be attached to non-metallic solid wall 6" tubing such as PVC to provide full flow of all rain water. The tubing shall be installed under the back yard and penetrate the sea wall to disperse any water from the roof directly into the canal. The tubing shall be sealed properly at the sea wall to prevent soil or water leakage.

B. If the sea wall for the new house does not have relief filters installed to reduce the hydraulic water pressure build up then such filters shall be installed. The filters should be "Jet Filter" brand or an equivalent installed no more than 6 feet apart.

This procedure is also recommended for any owner of an existing home that wants to prevent a major amount of water from collecting landward of their sea wall.

Section 10: Exterior Amenities

- 1. Trash collection receptacles shall be screened from public view.
- 2. Mailboxes or other similar receptacles for the receipt of mail, newspapers, magazines, or other similar material are prohibited.
- 3. Signs on properties are prohibited except those bearing the name and/or street address of the property owner.

Such signs are subject to approval by the ARC. General Contractors are allowed to place one of their firm's signs, no larger than 2-foot by 3-foot, on a lot, where new whole-house construction or major exterior remodeling is undertaken. Such construction signs shall not be permitted on lots where any other type of work is undertaken and shall also be subject to the other terms of Construction Policy #2 in Rule W90-5.

4 Consideration shall be given to exterior lighting so that it does not create a nuisance to any adjacent property owner or create a traffic hazard at night.

5. LP gas tanks shall be buried or shielded from public view by fences or walls.

6. Exterior television and radio antennas for reception of commercial broadcasts and emergency short wave and ship-to-shore antennas will be reviewed on a case-by-case basis. Exterior satellite dish installation shall not be placed in a manner as to be viewable from the street so long as such placement does not (1) unreasonable delay or prevent installation, maintenance, or use; (2) unreasonable increase cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal. Any satellite dish on a homeowner's property not in use or not functioning must be promptly removed.

7. No individual water supply system shall be permitted except non-potable systems for lawn irrigation and water-to-air heating and air conditioning systems.

8. Heating and air conditioning equipment as well as pool pumps and related equipment shall be located so as not to create a noise nuisance for adjoining property owners.

9. In-ground fire pits will be considered on a case by case basis

10. To insure that emergency first responders can rapidly locate every home in BPW the following rule is mandated. Each and every home in BPW must prominently display a house number. Failure to prominently display the house number may result in a \$50.00 fine. Continued failure to display the house number 30 days after a fine is levied will result in a \$20.00 per day fine up to a maximum of \$1000.00. The Bay Point West Property Owners Organization may, at its discretion, apply a house number to any property that still doesn't have a house number displayed 30 after being ordered in writing to do so and add the costs of such action to any levied fine. The Bay Point West Property Owners Organization authorizes the ARC to enforce this rule and report the costs associated with adding the house number to the BPW President.

Section 11: Renewable Energy Resources

1. The approval of the ARC prior to installation of a solar system is required.

2. A property owner may not be denied approval to install solar collectors or other energy devices based on renewal resources.

Section 12: Submittal Requirements

1. Fees are set forth in Bay Point West's Rule W90-7.

2. The "Construction Document", described in Bay Point West's Rule W90-5, executed by both the contractor and property owner.

3. The Fees and Construction Document as defined above, along with the drawings and other items listed below, should be submitted to the BPCA office by the Thursday prior to the ARC's regularly scheduled meetings which are the first and third Tuesdays of each month.

4. Site Plans shall be drawn to scale in a professional manner and shall indicate the following:

- a. Lot number, street address, compass orientation, lot dimensions, and frontages on roads, golf course, and canal or lagoon.

- b. Setbacks.
- c. First floor finished elevation. Plans should show the elevation of the house slab in relation to the crown of the roadway. The first floor slab should be at least twelve inches but not exceeding thirty six inches above the crown of the road unless there is a natural drainage to the rear of the property into the canal or a pond.
- d. Finished and existing grade elevations for storm water drainage. During Construction, plans should show how to control water or soil run off onto adjacent properties, the street or canal. Particular emphasis should be made on canal lots to keep soil from entering the canal. Final Landscaping, plans should show the run off patterns of water from the house and lot to prevent flow onto adjacent properties and collection in the roadway.
- e. Details of fences, walls, gates, and retaining walls providing locations on the property, heights, railing patterns, ornamentation, as well as construction and finish materials.
- f. Location and materials for driveways.
- g. Locations and materials for all decks, patios, and walks.
- h. Location and detailed specifications for davits and boat lifts.
- i. Location of swimming pools and hot tubs.

5. Building Plans shall be drawn to scale in a professional manner and shall include the following:

- a. Complete foundation plans with all dimensions and footing details.
- b. Complete floor plans with all levels indicated and dimensioned.
- c. Complete exterior elevations indicating the overall building height, the grade at its finished elevations, the size of all roof overhangs, and all exterior finish materials.

6. Swimming pool plans shall be drawn to scale in a professional manner and shall indicate the following:

- a. Location on the property.
- b. Size and depths.
- c. Location of pumps, filters, heaters, and any other related equipment and how these are to be shielded from view.
- d. Location and method of construction of backwash water disposal.
- e. Modifications to seawall tiebacks and deadmen, if required.
- f. Finish treatment of exposed wall surfaces at elevated pool decks.
- g. Details of screened enclosure, if any.

7. Landscaping plans shall be drawn to scale in a professional manner and shall indicate the following:

- a. Location of all grassed areas (solid-sodded).
- b. Location of all trees, plants, and shrubs with their type, number, size, and heights annotated.
- c. Location of all sprinkler heads including type, direction and coverage.
- d. Location and size of all sprinkler piping, valves, and controls.
- e. Information regarding the finished grading if not indicated on the Site Plan.

8. Samples of exterior building materials shall be submitted prior to their installation. They include the following:

- a. Roofing material
- b. Color or paint chips for exterior wall finish materials and painted trim.

9. Letter of permission from a vacant lot owner if that vacant lot is to be used for any purpose, including vehicle parking, during construction.

BAY POINT WATERFRONT AND CANALFRONT PROPERTY OWNERS ASSOCIATION

There are specific rules and specifications governing the Bay Point Canal. The Bay Point Canalfront and Waterfront Property Owners Association Board of Trustees, [hereinafter known as "the Board"] The Corporate Community of Bay Point, Bay County, Florida will hereinafter be known as "Bay Point". Board Incorporation Documents and Bylaws are on file at the BPCA offices. Any and all BPW property owners of waterfront and/or canal properties must consult with and conform to the Bay Point Canalfront and Waterfront Property Owners Association rules and regulations.

BAY POINT WEST PROPERTY OWNERS ASSOCIATION APPEALS PROCEDURE

Decisions and actions taken by the Bay Point West Board of Trustees that apply to all property owners are not appealable. Decisions and actions taken by the Bay Point West Board of Trustees and its' committees that apply to an individual property can be appealed. Notice of such appeal shall be in writing, from the property owner to the committee or board that handed down the decision being appealed, with a copy of the notice being provided to the President of BPW. The appeal shall first be considered at the next regular meeting of the committee or board that handed down the decision being appealed. The rationale for the appeal must be in writing and the property owner has the right to attend the meeting and plead the appeal case should they desire to do so. At such a meeting, the owner shall have the burden of demonstrating to the committee or the board that its decision was unreasonable, without competent basis or not in accordance with existing BPW rules. The committee or board will consider the appeal and provide a written decision to the property owner within 7 days of the appeal.

If the property owner is not satisfied with the decision handed down they have the right to a second appeal to the BPW Appeals Committee. The BPW Appeals Committee meets on the 3rd Tuesday of every month, as needed, from 1PM to 2:30 PM in the Bay Point Conference Room. The appeal must be submitted in writing using the BPW Appeals Committee form. The rationale for the appeal must be provided on the form. The property owner has the right to attend the meeting and plead the appeal case should they desire to do so. At such a meeting, the owner shall have the burden of demonstrating to the Appeals Committee that the decision being appealed was unreasonable, without competent basis or not in accordance with existing BPW rules. The completed form MUST be received by the Appeals Committee by noon of the second Tuesday of the month prior to the next scheduled Appeals Committee meeting. In a like manner, the Board or Committee handing down the initial decision must also provide the basis of their decision to the Appeals Committee using the same form and submitting it by noon of the second Tuesday of the month prior to the next scheduled Appeals Committee meeting. The Appeals Committee will make their binding decision within 7 days of hearing the appeal and provide their decision and rationale in writing to both parties.

A decision by the Appeals Committee on any matter does not establish precedent for application to other properties since each individual case is unique as to its' particulars.

The Original Covenants and Restrictions do not offer a provision for altering or updating; therefore, the original should be made a part of any publication or statement of the rules, regulations, covenants, and restrictions.

ORIGINAL COVENANTS AND RESTRICTIONS OF BAY POINT

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, THE GRAND LAGOON COMPANY is now the owner of all the lots shown on the plat of Bay Point Unit One Lots 1 through 631, Bay County, Florida, according to plat thereof recorded in Plat Book 11, Pages 47 through 56, of the public records of Bay County, Florida; and

WHEREAS, THE GRAND LAGOON COMPANY is developing the lands shown in said plat and is desirous of placing certain covenants and restrictions to run with the title to the aforesaid lots.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the said The Grand Lagoon Company, a corporation organized and existing under the laws of the State of Florida, hereinafter called the "developer" does hereby for itself and its successors and assigns restrict the use as hereinafter provided, of all the lots shown on and which are a part of said plat, all of said lots being hereinafter referred to as "said land," and the developer does hereby place upon said land certain covenants and restrictions as follows:

1. Said land shall be used for residential purposes exclusively.
2. No structure shall be erected, altered, or permitted to remain on any lot or subdivided lot or building plot on said land other than one single family dwelling not to exceed two stories in height and as provided in these covenants and restrictions. No out-buildings or other buildings detached from the dwelling shall be permitted on said land. All garages or carports on said land shall be attached to the dwelling. No building or other structure, or part thereof, at any time situate on said land shall be used as a hospital, professional office, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purpose, or for any use whatsoever other than single family dwelling purposes as aforesaid; and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land, and no building shall be altered or converted into a duplex residence, garage apartment or apartment house.
3. No drives, walks, fences, or walls shall be placed, erected, constructed, or moved onto any lot or building plot on said land prior to the erection or construction of a permanent residence dwelling thereon, provided, however, that such drives, walks, fences or walls may be erected and constructed on any such lot or plot simultaneously and in conjunction with the erection of a permanent residence thereon. Nothing contained herein shall prohibit the construction of servants' quarters in connection with the garage attached to the dwelling on any lot, but no such servants' quarters, garages, or other building, including temporary structures except building material and tool sheds, shall be erected prior to the construction of the main residence. All materials and tool sheds shall be removed when the dwelling is completed.
4. Location of buildings, and location, design, construction and height of other structures shall be restricted as follows:
 - a. No building of any kind (including without limitation a dwelling, any part thereof, whether such part be a porch, veranda, garage, carport, or other) shall be erected or placed on any lot between the front, side or rear building restriction lines established on said plat and the road, drive, street, adjacent lot or other parcel, golf course, lagoon, bay or canal to which said building restriction or set-back lines are the closest; provided, however, that eaves and cornices may project not more than four feet beyond any such building restriction line. Equipment for the air conditioning of such building may project not more than five feet within such side line restriction.
 - b. Each fence, wall, or any other structure excluding buildings must be approved by the developer prior to commencement of construction thereof as to location, height, design, materials and manner of construction; and any such fence or other structure constructed without said prior approval shall be forthwith removed at the request of developer. Harmony with the particular terrain and buildings within the neighborhood of the proposed construction will be considered in connection with said prior approval.
5. All landscape plans, all plans and specifications for any and all buildings, and for walls, fences, hedges, boat docks, i.e., all structures and plantings, and for any replacement structures and plantings, must be presented and approved by The Grand Lagoon Company, its successors or assigns, in writing prior to the start of any construction. Each plan must be submitted for its respective lot and this plan must take into consideration the particular topographic characteristics of said lot. All construction must be done by a contractor licensed to build in the State of Florida and the County of Bay. One set of prints of the plans and specification submitted for approval will be retained by The Grand Lagoon Company. Whenever throughout these covenants and restrictions "plans" or "plan" are mentioned, same shall be deemed to include specifications.
6. Construction may not be started before the builder receives a letter of approval, one copy is to be signed by the builder and owner and returned to The Grand Lagoon Company. All submissions for approval are to be directed to the Vice President – Operations of The Grand Lagoon Company. If the developer shall fail to approve or disapprove said plans, specifications and location within thirty days after written request for such approval, then approval shall not be required, provided however, that developer shall fail to approve or disapprove said plans, specifications and location within thirty days after such written request, any building or other structure erected, placed or allowed on said land nevertheless shall not violate any of the restrictions herein contained and shall conform to and be in harmony with existing structures erected on said land. If building or other structure be commenced upon tacit approval by silence as written above in this paragraph, same shall be completed in strict accordance with the plans and specifications submitted for approval. If the finished building or other structure does not comply with the submitted plans and specification, The Grand Lagoon Company (land developer) retains the right to make the necessary changes at owner's expense, the cost of which shall be a lien upon the property involved. Any changes in plans or

specifications must first be re-approved by the developer in accordance with the procedure herein specified.

7. There is no minimum size price range requirement in Bay Point, but all structures must be compatible. We encourage property owners to have their architects contact The Grand Lagoon Company, prior to any costly design work, for information pertaining to the architectural objectives of Bay Point.

8. Drawings must include the following:

- a. An accurately drawn and dimensional plot plan showing all building set-backs, easements, drives, and walks.
- b. Foundation plan, floor plan, exterior elevations of buildings as they will actually appear after all back filling and landscaping is done from finished ground up. (The back filling sketch may be drawn by a builder).
- c. Actual samples of all materials such as brick, siding, etc., as well as all exterior color schemes must be submitted for approval upon request of developer.
- d. All houses and driveways must be staked out and such site location be approved before tree cutting and grading is done.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor oil, gas or mineral exploratory activity, shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot; nor shall sand, clay, or other material be removed from any lot for use elsewhere.

10. All signs such as builder's signs, realty signs, etc., shall be approved by the developer. These signs should be placed in the center of each lot 6 feet from the curb. Under no circumstances will there be signs allowed nailed to trees or temporary stakes.

11. No mail box or paper box or other receptacle of any kind for the use in delivery of mail or newspapers or magazines or similar material shall be erected or located on any building lot unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the developer.

12. Exterior radio and television aerials for reception of commercial broadcasts shall not be permitted in Bay Point; and no other aerials (for example, without limitation, amateur short wave or ship to shore) shall be permitted in Bay Point without permission of Developer as to design, appearance and location.

13. During construction all vehicles involved including those delivering supplies must enter the building lot on the driveway only as approved by the developer so as not to damage unnecessarily trees, street paving and curbs. During construction builder must keep the homes, garages and building sites clean. All building debris, stumps, trees, etc. must be removed from each building lot by builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

14. All grass areas of yards must be sodded and must have underground sprinkling for watering purposes.

15. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 8 months.

16. No property owner will do or permit done any act upon his property which may be or is or may become a nuisance to any other property owner or resident. There shall be no discharging of firearms, guns or pistols, of any kind, caliber, type, or any method or propulsion, and no hunting of any type shall be carried on or conducted on said land.

17. No sign of any character shall be displayed or placed upon any part of the property except a sign bearing the name of the owner, size 5 inches by 20 inches, to be approved by the developer.

18. No animals, birds, or fowl shall be kept or maintained on any part of the property except dogs, cats, and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All pets must be kept under control at all times, and must not become a nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows closed.

19. Clotheslines and drying yards shall be located as not to be visible from the street or common easement area serving the premises or from the waterfront or golf course.
20. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street, common easement area, golf course or waterfront.
21. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property. No truck of any nature shall be parked overnight on any parcel. No boats or canoes on or off trailers may be parked on any part of the property unless inside an enclosed garage. These prohibitions also apply to the common easement area.
22. No individual water supply system shall be permitted except non-potable lawn irrigation system not connected to any building. The pump, pressure tank, and pump house, if any, shall be considered structures.
23. No boathouse or other detached structure may be constructed or placed on any lot. Construction offices and storage building used by building contractors and developer may remain on premises during period of construction.
24. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.
25. No changes in the elevations of the land shall be made on the premises, nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property.
26. Any golfer may retrieve his or her errant golf ball from any yard of any lot so long as destruction of property does not occur. If destruction of property develops into a nuisance, then the golf club and the lot owners shall reach an agreement for additional covenants or restrictions to control the nuisance but not to the extent that hardships will be placed on either party.
27. The minimum size for lots in Bay Point Unit One, Lots 1 through 631 shall be 10,000 square feet.
28. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
29. Said developer may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
30. Developer may at any time release any one or more lots shown in said plat from any or all of the restrictions and covenants running with the land herein set forth, and also from any or all additional restrictions and covenants imposed pursuant to the divisions of Paragraph 29 above provided the written consent thereto of the owner or owners of not less than three-fourths in number of the lots shown on said plat shall be obtained.
31. If the developer shall transfer or assign the development of such subdivision or if it shall be succeeded by another in the development of such subdivision, then such transferee, assignee, or successor shall be vested with the several rights, powers, privileges or authorities given said developer by any part or paragraph hereof. The foregoing provisions of this paragraph 31 shall be automatic, but developer may execute such instrument as it shall desire to evidence the vesting of the several rights, powers privileges and authorities in such transferee, assignee or successor. In addition and in the event the developer contemplates or is in the process of dissolution, merger or consolidation, the developer shall also transfer or assign to such person, firm or corporation as it shall select any and all rights, powers, privileges and authorities given the developer by any part or paragraph hereof, whether or not the developer shall also transfer or assign the development of such subdivision or be succeeded in the development of such subdivision. In the event that any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers privileges and authorities shall be vested in and exercised by a committee to be elected or appointed by owners of a majority of the lots of said land and in such event such committee shall then have the same rights, powers, privileges and authorities as are given to the developer by any part or paragraph hereof. Nothing herein shall be construed as conferring any rights, powers, privileges and authorities in said committee,

except in the event aforesaid.

32. The owner, from time to time, of each lot, prior to the commencement of any residence on such lot, shall cut, or cause to be cut, and keep cut or cause to be kept cut, all weeds and brush on such lot and shall remove any resulting debris, to comply with paragraph 24 hereof. Should such owner fail to do so, the developer may do so, and the reasonable expenses thereof shall be paid by such owner to the developer within thirty days thereafter. In the event of a failure of such owner to pay the developer as above provided, the developer shall have the right to file a notice of lien in the office of the Clerk of the Circuit Court of Bay County, Florida, and from and after the filing of such notice of lien, the developer shall have a lien on such lot for the payment of such sum, with interest at the rate of 8% per annum, all in the like manner as if the developer had performed such work at the instance and request of such owner. Any such lien, however, shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

33. Although it is anticipated that all public utilities will be located in road rights of way, the developer hereby reserves unto itself a perpetual, alienable and releasable privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, gas, water, or other public conveniences or utilities on, in or over a five foot wide strip along each side line of each lot and on or in a ten foot wide strip along the rear line of each lot, and the said developer shall have the unrestricted right and power of use thereof and the unrestricted right and power to permit others to use such property for the purposes aforesaid and to cancel the same at its discretion. For the purpose of construing this paragraph of these restrictions, the lines abutting the lagoon, bay or waterway, shall be considered the rear lines of the lots. No electric or telephone poles, wires or cables extending above the surface of the ground shall be erected or used on the ten foot wide strip near the rear lot line.

34. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person claiming under the developer shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the developer, or any person or persons owning any lot on said land: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, that the remedies now or hereafter provided by law. Without limiting the foregoing provisions of this paragraph enforcement of these covenants and restrictions may be by Bay Point Improvement Association, Inc., of which every record owner of a fee or undivided fee interest in any lot shall be a member and subject to an annual maintenance assessment. Invalidation of any provision of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the covenants and restrictions, which shall remain in full force and effect.

35. And the said developer hereby covenants and agrees that every contract of sale or deed made by developer wherein is described any lot of said land shall include or be subject to, by reference or otherwise, each and every covenant and restriction herein written, or the substance thereof, and, subject to the reservations herein, the developer shall conform with and abide by the foregoing covenants as to all of said land.