**Hillcrest Manor Homeowners Association, Inc.**

**DEED RestrictionS**

**DEFINITIONS**

1. **ASSOCIATION:** Hillcrest Manor Homeowners Association, Incorporated, a not for profit Florida Corporation.
2. **BOARD OF DIRECTORS OR BOARD:** The Board of Directors of the Association, as elected or appointed from time to time.
3. **COVENANTS:** These Restrictions as amended from time to time.
4. **LOT:** Residential lots, also known as plots, parcels and plats, including any portion, piece, division or parcel of that lot.
5. **RULES AND REGULATIONS:** Any and all reasonable rules, regulations, and resolutions duly adopted by the Board of Directors.
6. **SUBDIVISION or SUBDIVISIONS:** The entirety of the Hillcrest Manor Community is comprised of six (6) individual subdivisions, filed on November 21, 1996, which are identified as follows:

• Hillcrest Manor Subdivision: Restrictions originally recorded in Official Records Book 2942, at Page 466 of the Public Records of Pinellas County, Florida;

* Hillcrest Manor First Addition: Restrictions originally recorded in Official Records Book 3018, at Page 478 of the Public Records of Pinellas County, Florida;
* Hillcrest Manor Second Addition: Restrictions originally recorded in Official Records Book 3263, at Page 334 of the Public Records of Pinellas County, Florida;
* Hillcrest Manor Third Addition: Restrictions originally recorded in Official Records Book 3426, at Page 388 of the Public Records of Pinellas County, Florida;
* Hillcrest Manor Fourth Addition: Restrictions originally recorded in Official Records Book 3562, at Page 414 of the Public Records of Pinellas County, Florida; and
* Hillcrest Manor Fifth Addition: Restrictions originally recorded in Official Records Book 3634, at Page 151 of the Public Records of Pinellas County, Florida.

**RESTRICTIONS**

1. **RESIDENTIAL LOTS:**  Residential lots are also identified as plots, parcels and plats, and include any portion, piece, or division of the lot. No structure shall be erected, altered, placed or permitted to remain on any residential lot except for a one story, single family, private dwelling with attached garage. There shall be no duplexes or triplexes or similar structures allowed within the subdivisions.
2. **LOT SIZES:** No lot shall be reduced in size by any method whatsoever without prior written consent of the Hillcrest Manor Homeowners Association. Lots may not be enlarged by consolidation with one or more adjoining lots under one ownership. No dwelling shall be erected, altered, placed or permitted to remain on any lot smaller than that particular lot as shown on the recorded plat.
3. **APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDING WITH APPEAL PROCESS:** In order to insure that the homes in Hillcrest Manor will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed, or remain on any building lot in Hillcrest Manor until the Board of Directors approves a set of plans or the working drawings and specifications, including a plot plan showing the location of the building, terraces, patios, pool, fences, driveways, property lines and set-backs When submitted to the Board of Directors these plans must meet the requirements of the deed restrictions and be in accordance with the building, plumbing and electrical codes of Pinellas County, Florida and other applicable building codes in effect at the time of construction or alterations before any such building has begun. No structural alterations to the exterior of the building or structure including the driveway shall be made without the Board of Directors approval. Refusal of approval plans and specifications and location by the Board of Directors may be based on any ground, which in the sole discretion of the Board of Directorsshall be deemed sufficient. Any lot owner may appeal to the membership of Hillcrest Manor Homeowners Association any denial of approval of plans, specifications and location of buildings by submitting a letter to the Board of Directors via Certified U.S. Mail, within 10 days of the receipt of a denial notice, requesting the membership to hear their appeal. All costs incurred by the Board of Directors to call a meeting of the membership will be incurred by the lot owner making the appeal if it is denied.
4. **BUILDING PERMITS:** Prior to seeking any building permits, the homeowner must submit all plans and specifications (as stated in No. 3 of these deed restrictions) to the Board of Directors for approval. The issuance of any building permits by any authority which may contradict these deed restrictions, shall not prevent the Hillcrest Manor Homeowners Association, or any of the lot owners from enforcing these deed restrictions.
5. **BUILDING LINES:** No structure shall be located nearer than 25 feet to the front lot line, nor nearer than 10 feet to the rear lot line, nor nearer than 15 feet from any side street line. No structure shall be erected nearer than 7-1/2 feet from the outside walls to any interior lot line. Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Board of Directors at the time the plans for buildings are submitted and a copy of such plans, including the plot plan, will be kept on file by the Board of Directors to establish the setback lines as approved.
6. **FLOOR SPACE:** All buildings erected shall contain a minimum of 1400 square feet of heated space for a one-story dwelling, exclusive of open porches, terraces and garages.
7. **TYPE OF CONSTRUCTION:**  All dwellings on said lots shall be constructed of new materials, and shall have flat tile or barrel tile roofs or of new materials with the look of a flat or barrel tile. Florida rooms or porches may be built with standard flat roof materials. All exterior walls shall be of masonry construction. All driveways must be constructed of concrete materials cast in place or preformed. (Note from Pinellas County 170-199: Design and Construction Criteria for Access Connections to county road. #4: Paver driveways shall comply with Pinellas County Standard Details Index 1345. See #9 SIDEWALKS regarding not using pavers in place of the County installed sidewalks.)
8. **EASEMENTS:** Easements for installation and maintenance of utilities are reserved in and over certain portions of each of said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other such lot line improvements shall be allowed so long as access, without charges or liabilities for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

**9. SIDEWALKS:** Pinellas County is responsible for all maintenance and construction of sidewalks in the Hillcrest Manor subdivisions. (Note from Pinellas County 170-199: Design and Construction Criteria for Access Connections to County Roads. #4 ii: The owner of the property served by or upon which a paver driveway is or as previously installed is solely responsible for all maintenance and repair of the paver driveway within the county right-of-way. The County shall not be liable for the cost of any maintenance, repair, or replacement of the paver driveway regardless of the reason(s) requiring the maintenance repair. The homeowner accepts liability for pavers in place of the sidewalk.

**10. RAPID COMPLETION:** The erection of any new building or repair of any building damaged shall be completed within 180 days. If work is not completed in 180 days, and no extension of time has been approved, the Board of Directors shall proceed with notification to the homeowner, at their last known address, via regular U.S. Regular Mail and by Certified U.S. Mail, return receipt requested, that the Board of Directors will begin the legal steps necessary to make the property safe. All expenses incurred shall be charged against the homeowner’s interest and shall be a lien upon said lands and premises.

**11.** **FENCES:** Boundary walls are prohibited. All fences must be approved by the Board of Directors before being built, whether they are new or replacing an old fence. No fence shall be permitted with a height of more than six (6) feet. A fence may be constructed of approved materials, such as wood or vinyl or may be a shrubbery hedge (trimmed six feet in height). Once a fence is installed, the owner is responsible for maintaining the fence in good condition.

**12. MAINTENANCE OF PLATS:** Each parcel or plat, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth, or such as may be considered a safety or fire hazard. The property owner is responsible for maintaining the exterior

appearance of the property. In the event that any owner shall not maintain the property, the Board of Directors shall notify the owner of the violation in writing. If the condition of the property has not been corrected, or the owner has not replied, by the date stated, the Board of Directors may consider having the violations corrected. The expense of carrying out such purpose shall be charged to the owner of such parcel, collectible and enforceable in the same manner charges of liens as provided. If a lot is vacant, the owner is responsible for the maintenance as above.

**13. LANDSCAPING:** Lawns constructed of gravel, asphalt, cement, stone, mulch materials, ratification turf, or composition are not permitted. Grass type ground cover must be maintained at 6 inches or less and must be trimmed and edged. All specialty lawns including Xeriscaping, must be approved in advance by the Board of Directors. All homeowners are required to maintain their lot in good condition.

**14. LAKE FRONT LOTS:** Glimmer Glass Lake is a private lake owned by the 22 lake front lot owners.

* 1. Each lake lot owner owns a portion of the lake to the center.
  2. All 22 lake lot owners shall be members of the Lake Committee, hereafter known as the Committee.
  3. The Committee shall be governed by a Chairperson, who is chosen by its members. The term of the Chairperson will be for a calendar year and will automatically renew each year unless the Chairperson resigns and/or no longer owns the property. The Committee will then select a new Chairperson from the Committee.
  4. No docks, permanently moored rafts or piers shall be permitted in or about the lake area.
  5. Bulkheads shall be allowed only with the approval of the Board of Directors, the Lake Chairperson and must meet Pinellas County permitting requirements.
  6. Only retractable clotheslines are permitted on lake lots and no items shall be left on line overnight or more than the minimum period of time that is necessary to dry the items. All lines shall be retracted when not in use
  7. Lawns shall be landscaped and maintained to the water’s edge or to the bulkhead. No shrubbery, trees or other plantings will be allowed that fully or partially block a neighbor’s view of the lake.
  8. No fences, boundary walls or dog runs are allowed on the lake lots.
  9. No sheds of any type are allowed anywhere on the lake lots.
  10. No boats, trailers, or RV’s of any kind may be kept or stored on lake lots
  11. No refuse of any kind may be stored anywhere on lake lots.
  12. With the exception of swimming pool water (provided the backwash is not contaminated), nothing shall prohibit the expulsion of chlorinated swimming pool water into the lake, culvert or drainage which leads to the lake. No dumping of any liquid or solid material into the lake or on the lake’s edge will be permitted.
  13. With the exception of lake maintenance vessels, motorized watercraft of any kind is prohibited.
  14. The Lake Chairperson shall contract for the maintenance of Glimmer Glass Lake, approve all expenditures associated with the lake, and notify each lake lot owner of their share of lake maintenance costs, as well as an equal share of any special assessment(s) needed to maintain the lake. The fees are payable within 30 days of notification.
  15. The Lake Chairperson, after collecting the necessary fees, will give the HOA Treasurer the collected funds with a list of the payees.
  16. The Hillcrest Manor Homeowners Association Treasurer will administer the funds collected on behalf of the lake lot owners. The Treasurer shall not co-mingle the funds of the Hillcrest Manor Homeowners Association and the Lake Committee, but will maintain a separate account on behalf of the lake lot owners.
  17. In the event any lake lot owner does not pay a lake maintenance fee in the allotted time, they will be notified by the Hillcrest Manor Homeowners Association in writing via USPS First Class Mail, and Certified Mail to their last reported address and given ten (10) days to pay the fee. If the fee is not paid within the allotted time, the Hillcrest Manor Homeowners Association shall pay the lake lot owners fee. All expenses, including legal fees associated with the collection of the fee shall be charged to the owner of the lake lot and shall become a lien upon the lake lot, collectible and enforceable in the same manner as other assessments, charges, or liens as provided.
  18. It is the lot owner’s responsibility to inform any tenants who are renting, or guests who are using a lake lot property of the rules concerning the lake.
  19. There is NO FISHING in the Lake by anyone except the lake lot owner, guests or tenants. Fishing from land must be done from the lake lot owner’s property. Care must be taken when fishing not to damage adjacent property, sprinkling systems or Lake equipment.
  20. If a lake lot owner fails to maintain their shrubs, bushes, trees, or landscape, and one of these falls into the lake, the lake lot owner is responsible for clean-up within 30 days of the incident. If the lake lot owner does not remove this debris from the lake within the stated time period, then the Lake Chairperson will arrange for the clean-up with the cost charged to the lake lot owner. Failure to pay these charges will result in a lien being placed on the lake lot by the HOA’s Board of Directors for any and all damages to Glimmer Glass Lake or another’s property and will follow the same procedure as stated in “n” above.

**15. LIVESTOCK, POULTRY AND WILDLIFE:** No animals, birds, livestock, poultry or reptiles of any kind shall be raised, bred, or kept on any lot. Household pets may be kept, provided that they are not bred, or maintained for any commercial purpose. The feeding of birds or wild animals in a manner as to cause a nuisance is prohibited.

1. **SIGNS**
2. One sign of any kind may be displayed to the public on any lot, no more than six (6) square feet advertising a property for sale or rent.
3. Contractor’s signs not exceeding six (6) square feet, while work is in progress, are allowed. All signs must be maintained in good condition and must be removed upon the completion of their work.
4. Political signs. No signs may exceed six (6) square feet per political candidate with a maximum of three (3) signs per lot for political expression during election campaigns. Signs may be erected only 30 days prior to the date of the election, and shall be removed within 24 hours after the close of the polls in Pinellas County.

d. The Hillcrest Manor Homeowners Association will provide and maintain “Neighborhood Signs” at the corners of streets which identify the Hillcrest Manor subdivisions. These signs should include the words “Deed Restricted Community” or “Deed Restricted”.

1. **USE OF TEMPORARY STRUCTURES:**
   1. No accessory structure shall be erected or maintained on the property. A garden supply shed/cabinet shall be acceptable if it is placed out of sight from the street, sidewalk and neighboring yards (with the exception of lake front properties). Lots with accessory structures that do not comply as of the date of this Amended and Restated Declaration is recorded, may maintain the current accessory structure on the lot until such time it needs to be replaced or is removed, or the home is sold.
   2. Temporary buildings and facilities used by contractors in connection with construction are allowed during construction on a property, but must be removed immediately upon completion of the project.
2. **REFUSE:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or recycle containers must be placed behind a privacy fence or in an area so that they shall not be visible from the adjoining properties or from the street. The driveway, sidewalks, and lot shall not be used as a staging area between trash service days. Trash should not be placed out before 5 p.m. the night before pickup is scheduled and containers must be put away after pickup on the same day.
3. **GAS**: Bottled gas weighing in excess of 50 pounds must be installed underground with an approved permit from Pinellas County. The tanks above ground must be placed in walled-in or in shrubbery areas, so that they shall not be visible from the adjoining properties or from the street.
4. **PARKING OF TRUCKS & COMMERCIAL VEHICLES:** Trucks are any vehicle rated at one-ton or more. No trucks, school buses, commercial vehicles or vehicles with advertising, regardless of the type of vehicle, shall be permitted to be parked in this subdivision for a period of more than four hours unless the same is present in actual business, construction or repair of buildings located on the land. No trucks or commercial vehicles shall be parked overnight. Nothing shall exclude the parking or storage of any truck or commercial vehicle in a closed garage. A commercial vehicle shall be defined as any vehicle with commercial writing, visible from the exterior indicating a trade or occupation. Vehicles equipped with a ladder rack, or storage system, or used for commercial purposes are prohibited. Vehicles owned by a law enforcement agency shall not be considered a commercial vehicle. Any manner used to conceal a commercial vehicle other than being parked in an enclosed garage is not permitted.
5. **CLOTHES DRYING AREA:** No outdoor clothes drying area shall be allowed except in the rear yard and in the case of corner lots may not be placed within 40 feet of the side street line. A portable line that is retractable is permitted. Permanent clothes lines are prohibited.
6. **BOATS, TRAILERS AND RECREATION VEHICLES:** Any resident may store a trailer, boat, camper or other recreational vehicle in an enclosed yard, out of sight from the street, sidewalk, and neighborhood yards as long as the trailer, boat, camper or other recreational vehicle does not exceed six (6) feet in height. Storing or parking a recreational vehicle, whether trailered or freestanding, that exceeds six (6) feet in height or is above a fence line that is less than six (6) feet in height, is not permitted. Any resident, however, may store a trailer, boat, camper or other recreational vehicle in a fully enclosed garage. A trailer, boat, camper or other recreational vehicle may be present in public view for no more than forty-eight (48) hours in any seven (7) day period.
7. **PARKING:** No vehicle shall be parked on any part of any lot, except on a paved driveway or in a garage. No personal vehicle maintenance is permitted in public view, i.e., cars, trucks, etc.
8. **HOME RENTALS:** The Hillcrest Manor subdivisions have 152 single family homes. All homes must be occupied as a single family residence. A single family shall include persons who are all related by blood, marriage, legal adoption or fostering; or no more than two unrelated persons living and cooking together as a single housekeeping unit. Rentals of less than six (6) months are prohibited. Vacation rentals (including, but without limitation, any rentals and/or advertising though Airbnb, VRBO, etc.) are strictly prohibited. No online marketing or advertising for the lease of a home may list availability of the home for a period of less than six (6) months.
9. **SOLAR INSTALLATIONS:** Any solar installation in Hillcrest Manor must meet the current requirements for installation and permitting by Pinellas County.
10. **SOLICIATION:** Door-to-door solicitation is prohibited in the Hillcrest Manor subdivisions.
11. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provision which shall remain in full force and effect.
12. **STORM PROTECTION:** Hillcrest Manor subdivisions are not considered an evacuation area in Pinellas County. In the event of a serious storm, some homeowners will plan to use the storm shutters that are part of their home structure. Others may choose to use plywood or other temporary materials to cover the areas they want protected from storm damage. After the storm has passed any temporary panels should be removed within ten (10) days. Homeowners with storm shutters that are part of their home structure should also have them opened and/or raised within ten (10) days after the storm.

**29. ABATEMENT OF VIOLATIONS:** Violation of any condition or restriction or breach of any covenant herein shall give the parties hereto, in addition to all other remedies provided by law or herein, which violation or breach shall, in the opinion of the Hillcrest Manor Homeowners Association Board of Directors, or its successor, constitute a threat to the health, safety or general welfare of the other owners, shall entitle the parties hereto to enter upon said land as to which said violation or breach exists and summarily abate and remove the violation or breach at the expense of the land owner. Any party entering upon said land described herein and for the purpose provided herein shall not thereby become liable in any manner for trespass, abatement or removal.

**30.** **Rules and Regulations:** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the lots and common areas by a vote of the Board of Directors. Rules and regulations shall be consistent with the rights and duties established by these Restrictions, and the Bylaws of the Association, and shall be binding upon all 152 lot owners and not just the members of the Hillcrest Manor HOA.

**31. ENFORCEMENT:** Enforcement of the Deed Restrictions of Hillcrest Manor Homeowners Association, Inc. shall be by the Board of Directors, or it successors, or by legal lot owners, against any person, persons or entity violating or attempting to violate these covenants. Such action may be for damages or to restrain or enjoin the violation. In any proceeding arising because of an alleged failure of a lot owner, tenant, guest, or occupant to comply with the terms of these Restrictions, the Bylaws, and/or rules and regulations adopted pursuant thereof, as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees including appellate proceedings from the non-prevailing party. Failure to enforce any of the covenants shall in no event be deemed a waiver of the right to do so in the future, both as to the same breach and to any subsequent breach. See Article IX: Settlement of Non-Compliance with Deed Restrictions and Other Complaints.

**32. DURATION:** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

**33. AMENDMENT:** These Restrictions may be amended by a majority vote or written consent of the total number of owners (one vote per lot) in all of the six (6) subdivisions located within Hillcrest Manor. As to any amendment(s) which are approved, a Certificate of Amendment signed by the president or vice president of the Association, with two witnesses and a notary, will be recorded in the Pinellas County Public Records with the approved amendment(s).