

## RESTRICTIONS

1. RESIDENTIAL LOTS: No structures 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 similar structures allowed within the subdivision.
2. LOT SIZES: No lot shall be reduced in size by any method whatsoever without prior written consent of the Association. Lots may not be enlarged by consolidation with one or more adjoining lots under one ownership. In any event, 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 APPEALS 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 Association approves a set of plans or the working drawings and specifications, including a plot plan showing the location of the building, terraces, patios, pool, walls, fences, driveways, poles, property lines and setbacks, as submitted to the Association meeting the requirements of these restrictions and as being 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 alteration of any such building has begun. **No structural alterations to the exterior of the building or structure including the driveway shall be made without Board approval.** Refusal of approval plans and specifications and location by the Board may be based on any grounds including purely aesthetic grounds which in the sole discretion of the Executive Board shall 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 Executive Board via Certified U. S. Mail, within ten (10) days of receipt by the of a denial notice, requesting the membership of the Association hear their appeal. All costs incurred in calling a meeting for the purpose will be borne by the lot owner making the appeal.
4. VARIANCES: The Executive Board shall have the right and authority to approve exceptions or variations from these restrictions without liability to the owners of other lots or any person or authority whatsoever. Upon receipt of a request for a variance to any deed restrictions, the Executive Board will review the request and notify all adjoining property owners of the variance request and invite comments. Only after all adjoining property owners are notified by Certified U. S. Mail may the Executive Board act on the request. Following the issuance of a variance, the Association will publish a notice of the variance in the Association's newsletter for the members information only.
5. BUILDING PERMITS: The issuance of a building permit or license by any authority **other than the Association which may be in** a contravention of these restrictions shall not prevent the Association or any of the lot owners from enforcing these provisions.
6. 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. **These restrictions are in accordance with laws of Pinellas County, Florida.** 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 Association at the time the plans for building are submitted and a copy of such plans, including the plot plan, will be kept by the Association to establish the setback lines as approved.
7. FLOOR SPACE: All buildings erected shall contain a minimum of 1400 square feet and no more than 3000 square feet of heated space for a one-story dwelling exclusive of open porches, terraces and garages.

8. TYPE OF CONSTRUCTION: All dwelling on said lots shall be constructed of new materials and shall have flat tile or barrel tile roofs **or of new modern 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.**
9. 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.
10. RAPID COMPLETION: The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as rapidly as possible, not to exceed 180 days. Extenuating circumstances can be appealed to the Executive Board. Should the owner leave such building in an incomplete condition for a period longer than ten (10) days after having been notified by the Association in writing, addressed via Certified U. S. Mail to such owner as his last known address to so comply, then the Association or their authorized representatives are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and, in either event, the expenses incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.
11. WALLS AND FENCES: Boundary wall or fence with a height of over six (6) feet above ground level of adjoining property shall not be constructed or replaced on any lot, and no boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. **Fences made of wood or vinyl are the only approved material to be constructed.** No wall or fence of any height shall be constructed or replaced on any lot until the height, type, material and approximate location thereof shall have been approved in writing by the Executive Board. Once installed, the owner is responsible for maintaining the fence in good condition.
12. MAINTENANCE OF PLOTS: 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 fail or neglect or omit to maintain his property or fail to keep clean any parcel or plot in the manner herein provided for the more than ten (10) days after having been notified by the Association to do so, in writing, addressed via Certified U. S. Mail to such owner at his last known address, excluding any emergency or an unsafe condition, then the Association or their agent for such purposes may enter upon such premises for the purpose stated in said notice, and the expense of carrying out such purpose, shall be charged to the owner of such parcel or plot and shall become a lien upon such parcel or plot, collectible and enforceable in the same manner as other assessments, charges or liens as herein provided.
13. LANDSCAPING: Lawns constructed of gravel, asphalt, cement, or stone **or mulch type material** or composition are not permitted. Grass type ground cover must be maintained at six inches or less and must be trimmed and edged. All specialty lawns, to include Xeriscaping, must be approved in advance by the Association. In the event that any owner shall fail or neglect to trim or maintain any lawn, hedge or fence at the street line of his property, in the manner herein provided for more than ten (10) days after having been notified by the Association to do so, in writing, addressed via Certified U. S. Mail to such owner as his last known address, then the Association, or their agent for such purposes, may enter upon such premises for the purpose stated in said notice, and the expense of carrying out such purpose shall be charged to the owner of such parcel or plot and shall become a

lien upon such parcel or plot, collectible and enforceable in the same manner as other assessments, charges or liens as rein provided.

14. LAKE FRONT LOTS: Glimmer Glass Lake: No docks, permanently moored rafts or piers shall be permitted in or about the lake area. Bulkheads shall be allowed only upon the approval of the Association. Clotheslines shall be prohibited about the lake area. Lawns shall be landscaped to the water's edge or to the bulkhead. All houses on lake lots shall be placed to face the street. No dumping of any liquid or solid materials into the lake or on the lake's edge, excluding landscaping. Nothing herein shall prohibit the expulsion of chlorinated swimming pool water into the lake, culvert or drainage which leads to the lake, provided the back wash is not contaminated. Motorized water craft of any kind are prohibited, excluding lake maintenance vessels. The lake lot owners shall establish a Lake Maintenance Committee, which will be comprised of lake front lot owners. The Lake Maintenance Committee shall be governed by a Chairman, who is chosen by the Lake Maintenance Committee. The Association Treasurer shall be an active member of the Lake Maintenance Committee and will administer the funds on behalf of the Committee. Also, the Treasurer shall not co-mingle the funds of the Association and the Lake Maintenance Committee, but will maintain a separate account on behalf of the Committee. The Lake Maintenance Committee shall contract for the maintenance of Glimmer Glass Lake and all of the lake-front lot owners shall be assessed an equal share of the maintenance fees for the lake. In the event that any lake lot owner shall fail to pay their lake maintenance fee, in the manner herein provided for more than ten (10) days after having been notified by the Association to do so, in writing, addressed via Certified U. S. Mail, to such lake lot owner at his last known address, then the Association shall pay the lake lot owner's maintenance fee and the expense of carrying out such purpose shall be charged to the owner of such parcel or plot and shall become a lien upon such parcel or plot, collectible and enforceable in the same manner as other assessments, charges or liens as herein provided. **Glimmer Glass Lake is a private lake owned by each lake front lot owner. Each owner owns a portion of the lake to the center. There is a possibility of shared liability if someone were to get hurt as a result of an accident or negligence and falls into the lake. No one other than children or relatives of the lake front lot owner shall be allowed to "fish" in or use the lake for recreational purposes unless the owner gives permission. If the permission is given to someone other than a relative, the owner assumes all liability should there be an accident or mishap. It is the owner's responsibility to inform any tenants who are renting their property of the above. It is recommended that each lake front lot owner carry an umbrella insurance policy for liability purposes for the above reason. If the homeowner fails to maintain their shrubs, bushes, trees, or landscape, and something falls into the lake, the homeowner is responsible for clean-up within one month of the incident. If the homeowner fails to do so, the HOA rules under Abatement of Violations and under lake fees to be paid will take over. Any expenses to the Association for removal of debris from the lake will be recovered by a lien being placed on the homeowner's property (residential or rental).**
15. LIVESTOCK, POULTRY AND WILDLIFE: No animals, birds, livestock, poultry or reptiles of any kind shall be raised, bred, or kept on any lot except that household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The feeding of birds or wild animals in a manner as to cause a nuisance or problem for neighbors is prohibited.
16. SIGNS: No signs of any kind shall be displayed to the public on any lot, except one sign not more than six (6) square feet advertising a property for sale or rent. Contractors signs not exceeding six (6) square feet (while work is in progress) are allowed. All signs must be maintained in good condition at all times and must be removed upon termination of their use. One sign not exceeding six (6) square feet per political candidate **with a maximum of three signs per lot** for political expression during election campaigns is allowed and is to be removed within twenty-four (24) hours after the close of the polls.

17. TEMPORARY STRUCTURES: Trailers, sheds, tents, shacks, barns or any temporary structure of any design whatsoever are expressly prohibited within the subdivision.
18. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers must be placed in walled in or shrubbery areas so that they shall not be visible from the adjoining properties or from the street.
19. OIL TANKS AND BOTTLE GAS: Oil tanks and bottled gas weighing in excess of 50 pounds must be installed underground. The tanks above ground must be placed in walled in or shrubbery areas so that they shall not be visible from the adjoining properties or from the street.
20. PARKING OF TRUCKS & COMMERCIAL VEHICLES: No trucks, school buses, commercial vehicles or vehicles with advertising, regardless of the type of vehicle, shall be permitted to be parked in the 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, and no trucks or commercial vehicles shall be parked overnight. Nothing herein shall exclude the parking or storage of any truck or commercial vehicle in a closed garage.
21. 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.
22. BOATS, TRAILERS & RECREATIONAL VEHICLES: No boat, trailer or recreational vehicle shall be kept or stored on any lot. The owner of any lot may park a boat, trailer or recreational vehicle for a period of 48 hours for ~~maintenance~~ loading purposes only for such vehicles. Nothing herein shall exclude the parking or storage of any boat, trailer or recreational vehicle in a closed garage.
23. PARKING: No vehicle shall be parked on any part of any lot except on a paved driveway or in a garage.
24. SEVERABILITY: Invalidity of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
25. 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 Executive Board or its successor, constitute a threat to the health, safety or general welfare of the 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 as described herein and for the purpose provided herein shall not thereby become liable in any manner for trespass, abatement or removal.
26. ENFORCEMENT: Enforcement of these restrictions shall be by proceedings at Law or in Equity against any person, persons, or entity violating or attempting to violate these covenants or any part hereof. Such action may be for damages or to restrain or enjoin violation hereof. Failure to enforce any of the covenants herein 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. The power of enforcement hereof shall belong to the individual lot owners, provided however, that Hillcrest Manor Homeowners Association, Inc., or its successor shall also have the right to bring proceedings for enforcement upon approval of such action by the Executive Board or its successor. Such enforcement shall require the association or owners to notify the violating owner, by Certified U. S. Mail, return receipt requested, of the alleged violation and shall provide ten days from the date of delivery of the letter and shall further allow said owner to cure the violation, breach or default, and to pay to the association or the owner reasonable attorney fees and costs incurred. In the event no steps are taken to cure the violation, de-

fault or breach, then the association or owner shall initiate enforcement proceedings in a Court of Competent Jurisdiction.

27. 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 unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.