

Prepared by:

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**AMENDED AND RESTATED COVENANTS AND RESTRICTIONS  
FOR HILLCREST ESTATES, INC.**  
A 55 and Older Community

**HILLCREST ESTATES, INC.**, the Homeowners Association for Hillcrest Estates mobile home park subdivision, as defined herein, desires with these Amended and Restated Covenants and Restrictions to provide for the enhancement and protection of the value, attractiveness and desirability of the lots constituting Hillcrest Estates, Inc., and that all property is to be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which will constitute covenants running with the land and will be binding upon the heirs, executors, administrators, legal representative, successors and assigns of the Owners of all Lots contained in the Association. These Amended and Restated Covenants and Restrictions are in compliance with **Chapter 617 and Chapter 720** of the Florida State Statutes regulating Corporations and State Homeowners Associations.

**ARTICLE I - DEFINITIONS**

1. “**Articles**” refers to the Articles of Incorporation of the Association as may be amended from time to time.
2. “**Assessment**” refers to a sum or sums of money payable to the Association by the owners of one or more parcels as authorized in the governing documents, which if not paid by the owner of a parcel will result in suspension of water service and a lien against the parcel.
3. “**Association**” refers to Hillcrest Estates, Inc., a not-for-profit Florida Corporation, responsible for the operation of the community, its successors and assigns.
4. “**Board**” refers to the Board of Directors of the Association.
5. “**By-Laws**” refers to the Amended and Restated By-Laws of the Association as amended from time to time.
6. “**Covenants and Restrictions**” refers to this document that when recorded is binding on all Lots in the Subdivision.

7. “**Common Area**” refers to all real property owned by the Association for the common use and enjoyment of the owners.
8. “**Fine**” refers to a monetary amount levied on lot owners for violations and noncompliance of the Covenants and Restrictions, levied at the discretion of the Board of Directors. Fines will not exceed \$100 per day, per violation, and will not exceed \$1,000 in aggregate for any single violation.
9. “**Lot**” or “**Lots**” refers to any lot of Hillcrest Estates Subdivision, as shown in the Public Records of Pasco County, Florida.
10. “**Maintenance**” refers to the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in condition comparable to their original condition, normal wear and tear excepted.
11. “**Member**” refers to every person or entity that holds membership in the Association.
12. “**Owner**” refers to the record owner of legal title to the parcel. “Owner” when used herein shall include the singular and the plural, as well as the masculine, feminine and neuter genders, whenever and wherever the context so admits and requires.
13. “**Parcel**” refers to a platted or unplatted lot, tract, unit, or other subdivision of real property within the community.
14. “**Residence**” refers to a residential dwelling unit constructed, erected, or located on a Lot which is designed and intended for use and occupancy as a residence by a single family. A pre-manufactured home, when located on a Lot pursuant to this declaration, will be considered a residence.
15. “**Single Family**” refers to no more than two (2) people.
16. “**Subdivision**” means HILLCREST ESTATES (UNRECORDED), Tract 89, Section 1, Township 26 South, Range 21 East, Zephyrhills Colony Company Lands, as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida.

## ARTICLE II – MEMBERSHIP AND ASSOCIATION

Every Owner of a Lot in Hillcrest Estates Subdivision is a Member of the Association. Membership in the Association will be appurtenant to and may not be separated from ownership of a Lot. There shall be one vote per Lot.

### ARTICLE III – PARK FEES

**Section I.** The Association will assess an annual fee as an Assessment to cover the cost of water, street maintenance, lighting, clubhouse and insurance, for a single family consisting of no more than two (2) people, the amount of which will be established at the annual Budget Meeting, to be held the second Saturday of November at the recommendation of the Board of Directors. Additional fees will be assessed to any home consisting of more than two (2) people at one half (1/2) the annual fee per person. Any individual must be approved by the Board as outlined in Article V herein before residing in Hillcrest Estates. The Association Board of Directors, in its sole discretion, shall have the right to establish hardship exceptions to the additional fees for added household members to meet situations such as the necessary care of Owner's immediate family members. Owners of rental property with more than one unit will pay a park fee for each unit.

**Section II.** The Owner of Record at Pasco County Clerk's Office on January 1<sup>st</sup> of each year is responsible for payment of Assessment which are due on January 1<sup>st</sup> and which are considered in default if not paid by that date. Any Assessment not paid by January 31<sup>st</sup> will be deemed to be in default and will incur a penalty of \$10.00 on that date and for each month thereafter until the Assessment is paid in full.

Failure to pay the Assessment by January 31<sup>st</sup> will result in a Notice of Late Assessment. If Assessments and fees are not paid by the end of the thirty (30) day period, a Notice of Intent to Record a Claim of Lien will be sent. If payment is not received in forty-five (45) days, water will be shut off and a lien will be placed on the property. All fees and costs associated with the shutting off and reconnecting of water and the lien placement are the responsibility of the Owner of record.

**Section III.** The voting rights of the Owner of any Lot, who has an outstanding balance of any Assessments or fines as of March 31<sup>st</sup> of any given year, will be suspended until the balance is paid in full.

### ARTICLE IV – USE RESTRICTIONS

**Section I.** Age Limitations. This is a 55 and older subdivision as it has operated since April 12, 2010, and is registered with the Florida Commissions of Human Relations ("FCHR") as Facility Number 4915. At least one person fifty-five (55) years of age or older must be a titled owner and permanent occupant of each home, except those who were residents as of April 12, 2010. The Association Board of Directors, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals who are more than forty (40) years of age, but less than fifty-five (55) years of age to occupy a unit to meet situations such as the

death or disability of a spouse, family member, or co-occupant. No person under the age of forty (40) is allowed to be a permanent occupant of any unit in Hillcrest Estates. All sales and leases shall be subject to the prior approval, with proof of age with valid picture ID, by the Board of Directors to assure compliance with this provision and to assure that no hardship exception shall be granted which will raise the total percentage of such occupied homes to above twenty percent (20%). Federal regulations require that an updated age verification of residents be completed every two (2) years for renewal. Valid proof of age is required.

**Section II.** Home Restrictions. Not more than one home shall be placed on any one lot, and each home shall contain a Single Family. No dwelling or mobile home shall be narrower than twelve (12) feet. All dwellings and structures must comply with Pasco County setback requirements.

**Section III.** Skirting and Sanitary Requirements. Each Mobile Home which is located within Hillcrest Estates subdivision must be skirted and have complete sanitary facilities, including lavatory, toilet, tub or shower and a kitchen sink. All must be properly connected to an approved septic tank system which meets and complies with the Florida State Board of Health requirements. All laundry facilities must be connected to a drain field and have no water running above ground.

**Section IV.** Business Restrictions. No business that would generate traffic or clientele coming and going from the park is permitted to be conducted in or on any Lot.

**Section V.** Swimming Pools. No swimming pools are allowed in the park, regardless of size.

**Section VI.** Nuisance or Annoyance. No activity shall be conducted or permitted by Owners, renters, guests, or invitees, on or in any Lot or Common Area, which is or may become an annoyance or nuisance, as defined in Pasco County Ordinances, to any Association Member. Any written complaint received by the Board of Directors regarding a nuisance activity will be brought against the Owner of record in or on where such activity occurred or where participants who created such nuisance activity reside or are guests or invitees. Violations will be addressed as outlined in Article VIII, Remedies for Violations, except that no additional warning will be given for subsequent offenses.

**Section VII.** Noise. No noise above 55dBA is allowed during the hours of 10:00 p.m. and 7:00 a.m., and no noise above 60dBA is allowed during all other hours of the day. Car stereos should be lowered when entering or leaving Hillcrest Estates, Inc.

**Section VIII.** Unlawful Activity. No unlawful activity shall be conducted on or in any Lot or Common Areas by Association Members, renters, guests, or invitees. All unlawful activity will be reported to the Pasco County Sheriff's Department.

- Section IX.** Open Burning and Fires. No open burning is permitted on any property located within the Hillcrest Estates, Inc. subdivision. All fires must be in an enclosed, screened fire pit or fireplace and must be attended at all times. Burning of household trash and debris is prohibited. All fires must be fully extinguished before being left unattended.
- Section X.** Animals and Pets. No animals, livestock or poultry of any kind are permitted to be raised, bred, or kept on any Lot or in the Common Area. However, household pets may be kept on the Lots subject to such Rules and Regulations adopted by the Association, so long as they are not kept for commercial purposes.
- Section XI.** Trash and Waste Material. No refuse, trash, garbage or other waste material may be kept or permitted on any Lot or in the Common Area except in covered sanitary containers located in appropriate areas concealed from public view. Containers must be removed from the side of the road by the end of the day of trash pick-up. Containers shall not be put out any earlier than 6:00 p.m. on the day before scheduled trash pick-up.
- Section XII.** Common Areas. Nothing may be altered in, constructed on, or removed from the Common Area except by written consent of the Board of Directors.
- Section XIII.** Lot Maintenance and Exterior Appearance. All Lot Owners must provide for the maintenance of their Lots. Each Lot in Hillcrest Estates, Inc. must be kept in a clean and presentable condition at all times. Lawns may be no higher than six (6) inches, and shrubs and bushes must be trimmed regularly. Household furniture and appliances may not be placed on, in, or under the carport. Only outdoor furniture is permitted. In the event that after fourteen (14) days, the Owner of any Lot shall fail or refuse, upon written demand by the Association, to clean and/or repair home and surrounding buildings; and/or maintain the lawn and landscaped surfaces; the Association may enter upon said Lot, perform the necessary services, and charge the Owner the cost of such services as an Assessment against the property. Such entry shall be deemed permitted and not be deemed a trespass. Article 1, Sec 42-1, Pasco County Ordinance.
- Section XIV.** Recreation Vehicles. An Owner may store a recreation vehicle on his Lot provided it is not occupied for more than thirty (30) days per year. It shall be in the driveway or along the side of the home as far back from the road as possible.
- Section XV.** Unused, Unregistered and Disabled Motor Vehicles. Motor vehicles that are inoperative, unlicensed, unregistered, abandoned, junked, disabled, wrecked, discarded, or otherwise unused shall not be kept or stored on any Lot within Hillcrest Estates, Inc.
- Section XVI.** Parking. Each Lot, regardless of Lot size, ordinarily has parking for two (2)

vehicles in the driveway. Overnight parking on the lawns is restricted to visiting guests for no more than fifteen (15) days. Parking is NOT authorized on the right of way. The right of way includes three feet either side of the road. Anyone parking on the right of way will be given a written notice by the Board of Directors. Subsequent violations will be met by towing of the vehicle at the owner's expense. No parking is permitted on the property of another without written permission. Overflow parking is available on the empty lot at the entrance of Heath Avenue.

**Section XVII.** New Structures and Fences. Prior Board approval is required for any new structures, additions to existing structures, or fences on any property in Hillcrest Estates, Inc. Detailed plans of the proposed structure or fence, as well as any county issued permits, if applicable, must be provided at the time of application. A permit will be given to the Owner and must be displayed on the property during the construction.

**Section XVIII.** Fences. All fences in Hillcrest Estates, Inc. must be a residential fence of chain link, white composite or wooden stockade. All fences must be kept in good condition with no sagging. All wooden fences must be properly maintained at all times. All fence lines must be kept weed free at all times. All fences must comply with Pasco County setback requirements.

**Section XIX:** Fireworks. The use of fireworks of any kind is prohibited on any property in Hillcrest Estates, Inc., due to the fire hazard caused by the age and close proximity of the buildings in the park.

**Section XX:** Visitors and Caregivers.

- A. A member of the Board of Directors must be notified of all visitors at Hillcrest Estates, and any visitor may stay no longer than a total of thirty (30) days in any calendar year, unless approval is received from the Board of Directors as outlined in Article V of these Amended and Restated Covenants and Restrictions.
- B. In the event that a resident of Hillcrest Estates requires a caregiver, pursuant to the Florida Fair Housing Act, or Federal Fair Housing Act, as amended from time to time, approval for same must be obtained from the Board of Directors in accordance with Article V of these Amended and Restated Covenants and Restrictions, and such request must be properly documented by providing the Board of Directors with:
  - 1. A copy of a picture identification, name and address of caregiver along with caregiver's vehicle information;
  - 2. Semi-annual updated letter from a physician stating the reason the unit owner requires a caregiver and ongoing need for the caregiver;

3. Proof that the caregiver is certified and/or licensed as a caregiver by the State of Florida; and
  4. Submit to and pay for a background check of the caregiver.
- The need for a caregiver is subject to review semi-annually by the Board of Directors. Caregivers are not allowed to have any animals. After the caregiver is no longer needed to perform their assigned duty, they shall have fourteen (14) days to leave said property and no longer reside in the Hillcrest Estates community.

#### **ARTICLE V – OCCUPANCY REQUIREMENTS**

ALL prospective buyers and occupants of any Lot in Hillcrest Estates, Inc., must be preapproved before sale of any property can occur. Prospective buyers must submit an application, must submit to and pay for a criminal background check, and then must appear, either in person or by electronic media, before a majority of Members of the Board of Directors prior to closing. Verification of age is also required before final approval will be granted by Board of Directors. The Board members who conduct the interview will make a final determination of eligibility within forty-eight (48) hours of all of the above criteria being met.

#### **ARTICLE VI – RENTAL PROPERTY**

Hillcrest Estates, Inc., is a designated park maintained as an owner occupied Association. The only units where rentals are permitted are the two duplexes on 20<sup>th</sup> Street and any property whose current owner (as of the effective date of these Amended and Restated Covenants and Restrictions) held their Lot for rental. Upon sale, transfer or conveyance, whether or not by operation of law, of ownership of a rental property, no further rentals are permitted. Any Owner maintaining a unit exclusively as a rental property shall comply with the By-Laws and Covenants and Restrictions of the park, and Owners shall be responsible for all violations of these rules by renters. ALL prospective tenants of rental property located in Hillcrest Estates, Inc., must be pre-approved before moving into the rental property. Prospective tenants must comply with all requirements set forth in Article V herein.

#### **ARTICLE VII – DEEDS AND CONTRACTS**

All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot in Hillcrest Estates, Inc., shall specifically contain a reference to the same being subject to these Amended and Restated Covenants and Restrictions. It shall become the obligation of the Owners of property in Hillcrest Estates, Inc., to inform prospective buyers, renters, or other persons, personally or through their agent, of the Amended and Restated Covenants and Restrictions in their entirety. All current vacant and subsequently vacated properties, other than seasonal vacancies, will be equipped with a locking water valve. The valve

will be locked in the off position, even though fees are paid, until the owners of the property contact the Board of Directors and it is determined by the Board of Directors that the owners are in compliance with the Covenants and Restrictions regarding age verification, background checks and Board approval of proposed sale, transfer or lease of property. Prospective buyers, renters, or other persons shall receive a copy of the Amended and Restated Covenants and Restrictions prior to the completion of the sale, transfer, lease, encumbering or other disposition of the property. Lot Owners shall notify the Board of Directors prior to the sale, transfer or lease of their property.

## ARTICLE VIII – REMEDIES FOR VIOLATIONS

- Section I.** In the event that the Owner, tenants, guests, or invitees, or both of any Lot in the Association shall violate or attempt to violate any of these Amended and Restated Covenants and Restrictions, the Association, in its discretion, may enforce these Amended and Restated Covenants and Restrictions by resolution and under the provisions of Chapter 720.305 of the Florida Statutes. Violations of these Amended and Restated Covenants and Restrictions will result in a fourteen (14) day written notice to the Owner of record to allow for compliance with the Covenants and Restrictions and an opportunity for hearing before a Hearing Committee, before a fine of \$100 is levied against the Owner. At the discretion of the Board of Directors, a fine may be levied on the basis of each day of a continuing violation, with a single notice, not to exceed \$1,000 in the aggregate. If the violation is not corrected and/or the fine is not paid, after the fourteen (14) day period, legal action will be taken against the Owner of record for compliance with the Amended and Restated Covenants and Restrictions and for collection of the fines. Any fines levied pursuant to this provision will be considered an Assessment.
- Section II.** Hillcrest Estates, Inc., shall have the right to enforce these Amended and Restated Covenants and Restrictions in any court of competent jurisdiction. In any litigation in which Hillcrest Estates, Inc., prevails, then in such event, the Defendant or Defendants shall be obligated to pay reasonable attorney fees and costs incurred by Hillcrest Estates, Inc.
- Section III.** If a legal opinion is required, the legal fees and costs incurred by the Association in proceedings against an Owner who is themselves, or whose renters, guests, or invitees are in violation of the Amended and Restated Covenants and Restrictions of Hillcrest Estates, Inc., will be assessed against the Owner. Should it become necessary to employ the services of an attorney, such fees and costs shall become an Assessment against the property.



## **ARTICLE IX – INVALIDATION**

Invalidation of any one or more of these Amended and Restated Covenants and Restrictions by judgment or court order or in any other manner shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

## **ARTICLE X – AMENDMENTS**

These Amended and Restated Covenants and Restrictions can only be amended at the Annual Meeting of Hillcrest Estates, Inc., or at a Special Meeting called for that purpose. Proposed changes must be received by the Board of Directors in writing prior to the December Board meeting. All Members must be advised of proposed changes and provided a copy thereof prior to the meeting in which voting on changes will take place.

DEED OF EASEMENTS, RESTRICTIONS AND RESERVATIONS FOR HILLCREST ESTATES HOME OWNERS ASSOCIATION, INC., is recorded in Pasco County Courthouse, Dade City, Florida.