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DS: 0.00 IT: 0.00  
09/28/2017 K. D. K., Dpty Clerk

**This Instrument Prepared by and  
Return to:**

Anne M. Malley, Esquire

**Address:**

Anne M. Malley, P.A.  
36739 SR 52, Suite 213  
Dade City, FL 33525

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PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPROLLER  
09/28/2017 11:35am 1 of 9  
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**Corrected  
AMENDED AND RESTATED  
FOREST HILLS EAST UNITS 1, 2, 3 & 4 RESTRICTIONS**

THIS AMENDED AND RESTATED FOREST HILLS EAST UNITS 1, 2, 3 & 4 RESTRICTIONS is rerecorded to correct a scrivener's error regarding its voluntary membership and organization.

**RECITALS:**

WHEREAS, the Board of Directors and Lot Owners of FOREST HILLS EAST, UNITS 1,2,3 & 4, hereinafter referred to as Association, desire to amend and restate Forest Hills East, Units 1,2,3 & 4 Restrictions, originally recorded in the following Pasco County, Florida Official Records Books and Pages: Unit 1, OR Book, 764, at Page 676; as corrected in OR Book 859, at Page 72 and as amended in OR Book 2029, at Page 0608 and as preserved in OR Book 5713, at Page 826; Unit 2, OR Book 806, at Page 1146 and as amended in OR Book 2030, at Page 0889 and as preserved in OR Book 5713, at Page 826; Unit 3, OR Book 927, at Page 1872, and as amended in OR Book 2030, at Page 0888 and as preserved in OR Book 5713, at Page 826; Unit 4, OR Book 1454, at Page 1975 and as amended in OR Book 2030, at Page 0887.

WHEREAS, a meeting of the Board of Directors of the Association and Lot Owners/members was duly called in accordance with the Forest Hills East Units 1,2,3 & 4 Restrictions and Bylaws and Articles of Incorporation.

WHEREAS, such meeting took place on June 4, 2013, there was present a quorum of Directors and a quorum of Lot Owners/members as defined and

required by the Articles of Incorporation, Bylaws and Restrictions for each of the Forest Hills East Units 1, 2, 3 & 4.

WHEREAS, after due consideration, said proposed restated and amended Restrictions for Units 1,2,3,& 4, having been proposed by resolution of said Directors that it was desirable and necessary to consolidate the existing four (4) sets of restrictions that were essentially identical in content and create one single set of restrictions for Units 1-4, the same was presented for a vote, and accepted by the required vote of the Board of Directors, and said amended and restated Restrictions was approved by the vote of the required percentage Lot Owners/members according to the provisions of the Bylaws, Articles of Incorporation and Restrictions for said Association.

NOW, THEREFORE, Said Restrictions shall be hereby Amended and Restated pursuant to the heretofore stated authority and requirements and encumber as covenants running with the land all of FOREST HILLS EAST UNITS 1, 2, 3 & 4, as recorded in Plat Book 13, Pages 57-58, 148, Plat Book 15, Page 93, and Plat Book 24, at Page 11, all in the Public Records of Pasco County, Florida.

#### **ARTICLE I** **DEFINITIONS AND CONSTRUCTION**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

**"Association"** means the "Forest Hills East Civic Association, Inc.", a Florida not-for-profit corporation organized or to be organized pursuant to Chapters 617 of the Florida Statutes, and its successors and assigns.

**"Board" or "Board of Directors"** means the Association's Board of Directors.

**" Dwelling", "Unit", or "Parcel"** means any parcel within the Community on which a single family residential dwelling is constructed on a Lot.

**"First Mortgage"** means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

**"Law"** includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United

States, or any agency, officer, or instrumentality thereof or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, and from time to time applicable to the Property or to any and all activities thereon.

**"Lot"** means any plot of ground shown on the recorded subdivision plat of the Property, other than the Association Common Property and streets or other areas dedicated to public use.

**"Miscellaneous."** Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. The headings used in this Declaration or any other document described herein are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

**"Mortgage"** means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for performance of an obligation.

**"Mortgagee"** means any person named as the obligee under any Mortgage, or the successor in interest to such person.

**"Owner"** means the record Owner, whether one or more persons, of the fee simple title to any Lot, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

**"Person"** means any natural person or artificial legal entity, unless the context expressly requires otherwise.

**"Plat"** means the recorded plat of FOREST HILLS EAST as recorded in Plat Book 13, Pages 57-58, 148, Plat Book 15, Page 93, and Plat Book 24, at Page 11, all in the Public Records of Pasco County, Florida.

**"Property"** means the real property that is subject to this Declaration, as described in Exhibit "A" attached hereto.

**ARTICLE II**  
**RESTRICTIONS**

**Section 1.** All State, County and local regulation that are now and those that may be in effect in the future must be complied with.

**Section 2.** No more than one dwelling may be constructed or placed upon a Lot.

**Section 3.** No dwelling shall be built, constructed or placed on any Lot that has less than six hundred (600) square feet of living space, measured by outside dimensions, exclusive of utility room, enclosed porch, garage or carport.

**Section 4. Set backs and easements:**

(a) All building shall be set back twenty (20) feet, or more from the front lot line and not less than ten (10) feet from the rear of said lot and no closer than five (5) feet from the sides of said Lots except in cases of additions for porches, Florida rooms, garages, etc., in which cases the location of such additions must be approved in advance by the Association. Corner Lot setbacks shall vary to accommodate diagonal positioning of homes on Lots without interfering with visibility of intersections.

(b) The Developer and the Association and its assigns specifically reserves a ten (10) foot easement running along the rear of all lots and a three (3) foot easement running along the front of all lots for public and private utilities

(c) The Developer and the Association and its assigns specifically reserves a three (3) foot easement on all side line Lots where such easements are necessary for installing and maintaining street lights.

(d) No structure or vegetation is to be placed upon easements. In the event any structure or vegetation interferes with the use or construction, maintenance or repair of the utilities, the same may be removed at the Lot owners' expense.

**Section 5.** All buildings to be erected, constructed or placed on said Lots shall not be more than two stories high, the plans of which must be approved in writing in advance by the Association.

**Section 6.** (a) All buildings shall be constructed of masonry or similar material or other materials approved by the Association, the plans and specifications of which must first be approved in writing by the Association before construction shall begin.

(b) No utility buildings, carports, cabanas or porches shall be constructed unless the plans and specification have been approved in writing in advance by the Association.

**Section 7. Maintenance.**

(a) All buildings, cabanas, awnings, carports, utility buildings, fences and any other structures located on a Lot shall be reasonable maintained and shall be kept painted or plastered to maintain a nice, neat appearance in the subdivision.

(b) Lots are to be kept clean, mowed and kept free of all unsightly structures or debris. Items of personal property shall be stored from view of the street when not in use.

(c) Lot owners are responsible for maintenance of their Lots as well as the right of way areas down to the curb.

**Section 8. . Parking, Trailers, Campers and Boats.** No vehicle parking at any time on the parkway except for the temporary parking of vehicles in the community conducting business. No parking of vehicles, anywhere on a Lot except for driveways and within garages. No trailers, boats or campers may be parked or stored anywhere on the Lot except behind fencing concealed from view in the rear of a lot or stored within an enclosed garage.

**Section 9. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner.

**Section 10. Temporary Structures, Outbuildings, Athletic Equipment.** No trailer, tent, shack, mobile home, or recreational vehicle is allowed on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently. With the exception of household grills, no gas tank, gas container or gas cylinder is allowed on or about the exterior of any Lot unless screened from view of street.

**Section 11. Businesses.** No business of any kind will be permitted on any of said Lots.

**Section 12. Walls and Fences and hedges.** No walls or fences (including pool fences) may be erected on any Lot without the prior written approval of the Association. Hedges may not exceed six (6) feet in height.

**Section 13. Garbage and Trash Disposal.** The burning of garbage is prohibited. All garbage, refuse, trash, yard waste, tree trimmings or rubbish shall be deposited on any Lot except in areas designated for such purpose. All garbage, refuse, trash or rubbish containers must be located in the garage or along the side of the garage, screened from view from all sides at all times except during pick-up, and shall not be set outside before the evening prior to any scheduled pickup.

**Section 14. Lawful Conduct.** No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid laws shall be strictly observed.

**Section 15. Pets.** No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except customary domestic household pets such as dogs and cats may be kept on Lots subject to Standards adopted by the Association, and provided such animals are not kept, bred or maintained for any commercial purpose. Owners shall ensure that their pets do not disturb other Owners due to noise, odors, or other nuisances. Owners shall immediately clean up the waste produced by the Owner's pet. All pets must be under the control of the Owner on a leash or confined to the Lot, except within

the dog park area as designated on the Plat. No outside pen, cage or shelter shall be constructed or permitted. The Association reserves the right to cause any Owner to remove any animal which poses a danger to the other Owners or which violates these Standards.

**Section 16. Vehicle Repairs.** No motor vehicle, motor home, boat or other equipment shall be repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage.

**Section 17. Signs.** No more than one "For Sale" signs or "For Rent" or "Garage Sale" shall be displayed to the public view of a size not greater than sixteen (16) inches in height and twenty-four (24) inches long shall be placed on any one property, unless otherwise expressly agreed to by the Association.

**Section 13. Swimming Pools.** In ground pools (or above-ground pools that have been placed so that the top of the pool is level with the ground or graded to ground level) shall be permitted after the plans and have submitted and approved by the Association.

**Section 15. Wells** . No potable well shall be drilled, maintained or used on a Lot. Wells for irrigation purposes only may be permitted upon prior written approval of the Association.

### **ARTICLE III** **MEMBERSHIP AND VOTING RIGHTS**

**Section 1. "Membership."** Every Owner of a Lot may be a member of the Association.

**Section 2. "Voting."** The Association has one class of membership. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 1 hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a Person is entitled personally to exercise the vote for his/her Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. Cumulative voting is prohibited

**Section 9. Litigation.** The Association shall have the power to initiate or defend litigation on behalf of the Association, provided that no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of fifty-one percent (51%) of the Members. This paragraph shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens and enforcement of restrictive covenants against Owners),

(b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Declarant or is approved by a vote of fifty-one percent (51%) of the Members.

**Section 6. Specific Assessments.** The Board of Directors of the Association may levy a specific assessment against an Owner's Lot to recover any indebtedness of an Owner to the Association arising under any provision of the governing documents.

## **ARTICLE VI** **ARCHITECTURAL CONTROL**

**Section 1. Community Appearance Board.** The Board shall appoint as a standing committee a Community Appearance Board ("CAB"), composed of three (3) or more persons appointed by the Board. No member of the Committee shall be entitled to compensation for services performed, but the Board may employ independent professional advisors to the CAB who are not Owners and allow reasonable compensation to such advisors from Association funds should the need arise. CAB members must be members of the Association.

**Section 2. CAB Approval.** To preserve the architectural and aesthetic appearance of the Property, no construction, of improvements of any nature whatsoever shall be commenced or maintained or any existing improvement repainted by any Owner with respect to any portion of the property, including without limitation, dwellings, the construction or installation of sidewalks, driveways, mailboxes, decks, patios, courtyards, swimming pools, fences, screened lanais, greenhouses, playhouses, awnings, walls, exterior lighting, garages, or other outbuildings, unless and until two (2) copies of the plans and specifications, and related data showing the nature, color, type, shape, height, materials and location of the same shall have been submitted to and approved in writing by the CAB as to the compliance of such plans and specifications with such Standards as may be published by the CAB from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his or her dwelling that do not affect the exterior appearance. The CAB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association, however such approval or refusal is to be based upon and consistent with the current Standards as promulgated by the Board.

If the CAB does not approve or disapprove any application within the forty-five (45) days after receipt, the CAB's approval will be deemed given. In all other events, the CAB's approval must be in writing. If no application has been made to the CAB, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this

Article. The Association or any Owner additionally may resort immediately to any other lawful remedy for such violation

**Section 3. Disclaimer of CAB.** No approval of plans and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed or constructed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or other improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Association nor the CAB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this section, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, or any defects in construction undertaken pursuant to such plans and specifications.

## **ARTICLE X GENERAL**

**Section 1. "Enforcement."** The Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, liens and charges now or hereafter imposed by, or pursuant to, the provisions of these Restrictions. The party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiations and trial and appellate proceedings, if any. If the Association enforces the provisions of this Declaration against any Owner, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time.

**Section 2. "Term of Provisions."** The provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors and assigns, until the fiftieth (50<sup>th</sup>) anniversary of the date hereof, whereupon they automatically shall be extended for successive periods of ten (10) years each; provided, however, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable after such fiftieth (50<sup>th</sup>) anniversary date, then, in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions.



**Section 4. "Severability."** Invalidation of any particular provision of this Declaration by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

**ARTICLE XI  
AMENDMENTS**

This Declaration may be amended only by the affirmative vote, in person or by proxy representing thirty percent (30%) of the membership. Any amendment to be effective must be recorded in the Public Records of Pasco County, Florida, and shall contain a certificate of the Association that the requisite approval has been obtained.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the Association has caused this Restated and Amended Declaration to be duly executed on the date stated above.

Signed, sealed, and delivered in

FOREST HILLS EAST CIVIC ASSOCIATION, INC.

the presence of:

George K. Williamson

By: Donna Mark

Witness

Name printed: CHERYL K. WILLIAMSON

William Wilbern

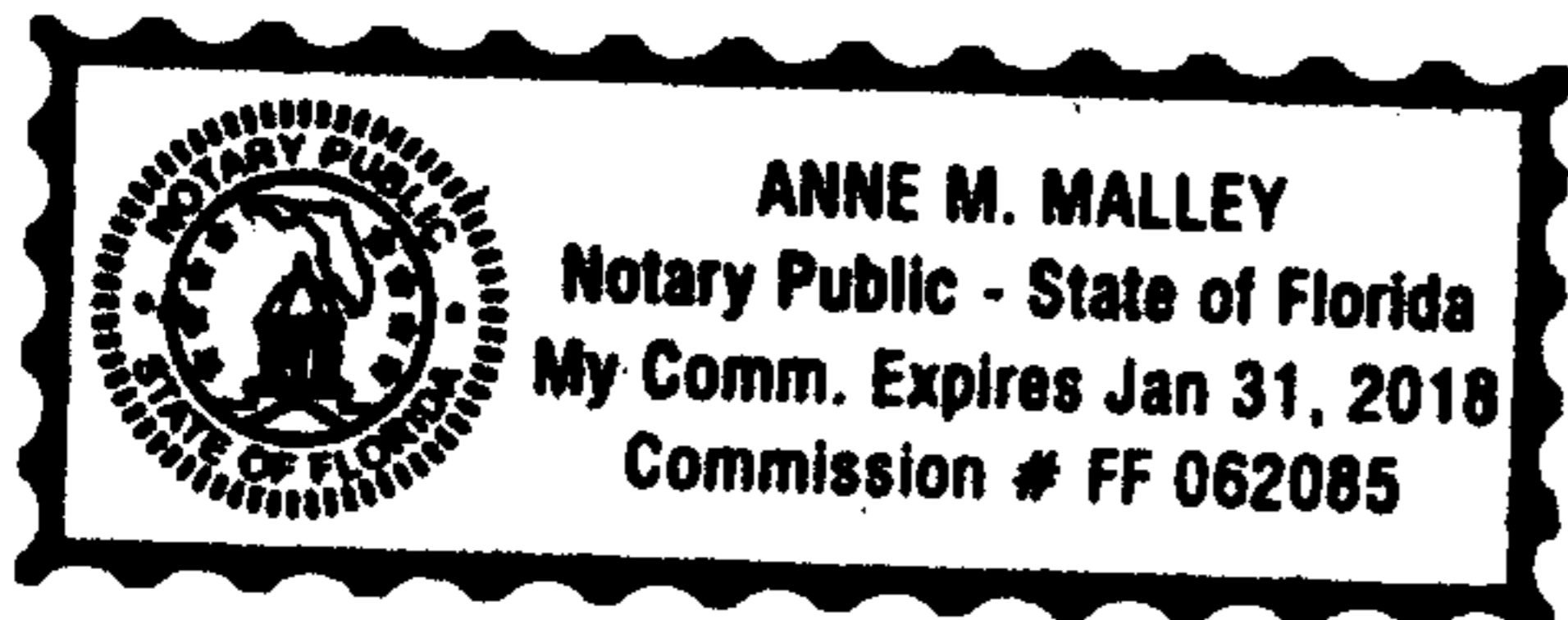
As its President

Witness

Name printed: William Wilbern

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Acknowledged before me this 6<sup>th</sup> day of September 2017,  
by Donna Mark, as the President of Forest Hills  
East Civic Association, Inc. Said person is personally known to me or  
has produced \_\_\_\_\_ as identification.



Anne M. Malley  
Notary Public  
My Commission Expires: \_\_\_\_\_