

This instrument prepared by:  
Islander Homes of Florida, Inc.  
12420 N. Dale Mabry Hwy.  
Tampa, Fl. 33618

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DIAMOND HEAD

KNOW ALL MEN BY THESE PRESENTS, that ISLANDER HOMES OF FLORIDA, INC., a Florida corporation, having its principal place of business in Hillsborough County, Florida, has developed for residential purposes, the lands described as Lots 1 through 9, Block 3; 1 through 27, Block 2, Village XX, (known as DIAMOND HEAD) (the following restrictions and covenants running with the land, as well as conditions of use and occupancy. The purpose of these restrictions, which shall apply only to the hereinabove described property, is to enable and aid the establishment and maintenance of an exclusive residential area of the highest quality for the maximum benefit and enjoyment of its residents and to provide the ISLANDER HOMES OF FLORIDA, INC., as the developer, with the necessary authority to achieve that result.

INT. TAX
SURTAX
INC. STAMP
REC. FEE 24.00
TOTAL DUE 24.00
ACC. NUM. 101
REC. CLERK

1. No lot, building or building site shall be used or occupied by other than a single family and family servants, and shall not be used for other than residential use, except for the model homes and offices, construction and information trailer, approved by ISLANDER HOMES OF FLORIDA, INC., or its assigns, until such time as that company shall sell same for residential use, after which time said lot or lots shall be used for single family residential purposes only.

2. The word "plot" wherever used herein, shall mean the entire piece of land on which a residence is situated, or is to be situated, be it one lot, more than one lot, parts of more than one lot or less than one lot which meet or meets the plot size requirements of these restrictions.

3. The ground floor living area of the main dwelling shall be not less than Twenty Five Hundred (2,500) square feet for a one story dwelling and Thirteen Hundred (1,300) square feet for a two story dwelling with a total of not less than Twenty Five Hundred (2,500) square feet for both floors combined, exclusive of garages,

JAMES F. TAYLOR, JR.  
CLERK, CIRCUIT COURT  
RECORDING DEPT.  
HILLSBOROUGH CO.  
TAMPA, FL 33601

covered walks and open porches unless otherwise submitted and approved by approval by ISLANDER HOMES OF FLORIDA, INC., if lot, home value and improvements shall be sufficient to allow different square footage requirements. The height of any building shall be not more than two full stories above the required minimum elevation. The main roof of the dwelling shall have a pitch of not less than 5 to 12 feet, unless a substitute therefor is submitted in writing and approved by ISLANDER HOMES OF FLORIDA, INC.

4. When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time.

5. No outbuilding shall be built or used for permanent or temporary residence purposes except however guest houses may be built and used for such purposes, provided construction of same is approved in writing by the ISLANDER HOMES OF FLORIDA, INC.

6. Lots 5 through 21, Block 2, are waterfront lots and a house, garage or outbuilding on a waterfront lot may not be closer than twenty-five (25) feet to a seawall plot line, nor closer than thirty (30) feet to a front plot line. Lots 1 through 4, Block 2, and lots 22 through 27, Block 2, and lots 1 through 9, Block 1, are non-waterfront lots, and a house proper may not be closer than twenty-five (25) feet to a rear plot line nor closer than thirty (30) feet to a front plot line.

7. In order to maintain a maximum distance between each residence, sidelines, on all regularly shaped lots with a frontage of One Hundred (100) feet or more, shall be ten (10) feet on one side and twelve (12) feet on the other side, with the further requirement that as each successive house is built, the twelve (12) foot sidelines shall adjoin the ten (10) foot sideline so that there shall be twenty-two (22) feet between dwellings; it being the objective of these restrictions to provide a pleasing and non-congested development. Sideline restrictions for lots with less than One Hundred (100) feet frontage and for irregularly shaped lots,

as well as smaller inside lots, shall conform as nearly as possible to these requirements, and under no circumstances shall the houses on any lots be closer than seventeen and one-half (17½) feet from each other; ISLANDER HOMES OF FLORIDA, INC. does hereby reserve the right to adjust property lines on all such lots within these minimum sideline requirements. If the side of a house is not parallel to the side plot line and varies in distance to a side plot line, the average of the distances (or widths of the side yards) from the house to the side plot line will be used in determining if side set-back distances for both sides total at least fifteen (15) feet. If the side of a house is parallel to the side lot line, but the house is closer to a side lot line at the rear than at the front, the average of the side yard widths will be used to determine if the total widths of both side yards average at fifteen (15) feet.

8. ISLANDER HOMES OF FLORIDA, INC. reserves the right, in its discretion, to make exceptions to sideline restrictions on all inside lots, as well as all pie shaped and odd shaped lots and may, upon application, modify the minimums set forth in paragraph 6 and 7 hereinabove as they would otherwise relate to such lots.

9. Covered walks, utility, and storage rooms, which are a part of a garage are subject to the foregoing set-back requirements for a garage, as are buildings, including but not limited to glass houses and screen enclosures with screen roofs, with the further requirement that outbuildings shall be located only in the rear yard. Screened or glassed-in swimming pools and porches are subject to the foregoing set-back requirements for houses.

10. Each house shall have an enclosed side entry two (2) car garage. Garages may be in the front or side yard and if so are subject to the same set-back requirements as the house proper. All garages must have a suitable working device which will enable the automobile operator to open and close the garage doors conveniently without leaving the automobile.

11. No fence or wall of any type shall be erected on any lot or building plot. No such fence or wall is approved by ISLANDER HOMES OF FLORIDA, INC., or its assigns, in writing prior to the commencement of construction. ISLANDER HOMES OF FLORIDA, INC., or its assigns, reserves the right, in its sole discretion, to approve or disapprove any such proposed fence or wall.

12. No such approval specified in Paragraph 11 hereabove shall be given for the construction of any fence wall of any kind having a height of more than five (5) feet in the front yard or more than eight (8) feet in any side or rear yard, or more than four (4) feet within thirty (30) feet of the water on any water-front lot.

13. Fence walls shall have appropriate pilasters and caps. Fence walls parallel and close to streets may be required to meet aesthetic standards as established by ISLANDER HOMES OF FLORIDA, INC., which standards are not necessarily required of fence walls more distant from streets. Properly designed wrought iron fences may be approved. Steel fences of a chain link type will not be approved. Wood fences will be approved only if of high quality construction and design.

14. If any governmental authority prohibits a fence wall as high as the height stipulated in these restrictions, the fence wall so stipulated shall be the maximum height allowed by such governmental authority.

15. If brick construction is contemplated, brick not less than three (3) inches thick over a frame stud wall will be considered a masonry wall. Wood trim is permitted where normally used. At least fifty per cent (50%) of the area of the first story finished floor of the house shall be not less than sixteen (16) inches above the footing. Driveways may be of either brick, concrete,

or asphalt concrete; written approval of ISLANDER HOMES OF FLORIDA, INC. is required prior to commencement of construction. Gravel type roofs may not be used except on flat roof surfaces.

17. At the time of the completion of each house, the owner, at his expense, shall construct a sidewalk at the right of way in front of his lot to the specifications of the Hillsborough County Engineering Department. In the event the owner fails, for any reason, to construct said sidewalk at the time the house is completed, ISLANDER HOMES OF FLORIDA, INC. is authorized and empowered, in its discretion, to install said sidewalk and in that event the expense so incurred by ISLANDER HOMES OF FLORIDA, INC. shall become a lien against such plot, enforceable in the same manner as a mortgage lien under the laws of the State of Florida.

18. All air conditioner compressors shall be screened with shrubbery so as to be wholly or substantially not visible from a street or any other plot.

19. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations shall be placed under the surface of the ground or in walled-in areas so as to not be visible from the street or any other plot. No clothesline, permanent or portable, shall be placed so as to be visible from the street or from adjacent or nearby plots.

20. No trailers or mobile homes may be kept on the premises and no campers, vans, busses, junk or inoperative vehicles may be stored or kept except inside a garage with closed doors.

21. The erection of a new house, or the repair of any house or structure damaged by fire or otherwise, on any lot or plot, shall be completed without unreasonable delay, and should the owner leave such house or structure in an incomplete condition for a period of more than sixty (60) days, the ISLANDER HOMES OF FLORIDA, INC. is authorized and empowered in its discretion either to tear down and clean from the premises said house or structure which is incomplete or in need of repair, or to complete or repair same in a

manner deemed to be proper, in the discretion of ISLANDER HOMES OF FLORIDA, INC., and, in either case, a lien shall be a lien against such plot, enforceable in the same manner as a mortgage lien.

22. No sign of any kind shall be displayed on any lot or plot except a sign advertising said plot for sale, and except signs of ISLANDER HOMES OF FLORIDA, INC. or ISLANDER REALTY OF TAMPA, INC. and its assigns on lots used for its offices until such lot, or lots, are sold for residential purposes as defined in Paragraph 1 hereinabove. No such sign advertising said lot or plot for sale shall be displayed on any lot or plot without the prior written approval of ISLANDER HOMES OF FLORIDA, INC.

23. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or plot, except that dogs and cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

24. No garage shall be erected on any lot or plot prior to the construction of a house thereon.

25. No noxious or offensive trade or activity shall occur upon or incident to any plot, nor shall anything be done thereon which is an annoyance or nuisance.

26. No existing structure shall be moved onto any lot or plot except for a tool house which may be used by the house building contractor and which shall be removed after completion of improvement.

27. No structure or shelter of any type of a temporary nature or character shall be used as a residence.

28. No television or radio antenna of any kind shall be located on a house, or on any other location on a building plot, where said antenna may be seen from the street or from adjacent lots.

29. Each plot with a house thereon shall have a sprinkler system which provides coverage for ground areas on said plot and adjacent parkways. Each plot shall have at least three (3) trees in the front yard, each with at least five (5) inch trunk diameter

Each plot shall be attractively landscaped with not less than sixty (60) plants, which shall be at least equal to Florida Number one Grade as specified by the Grades and Standards Law of the Florida Department of Agriculture, and each of which shall not be less than two (2) feet in height. Hedges, shrubbery, or trees within thirty (30) feet of a waterfront boundary must not be of such height or density as to unreasonably obstruct the view of the water from adjacent plots.

10 All houses and all outbuildings, such as garages, utility rooms, swimming pools, screen enclosures, bathhouses, etc. or additions thereto must be built to plans which have the written approval of ISLANDER HOMES OF FLORIDA, INC. prior to commencement of construction, and which meet all requirements contained in these restrictions. ISLANDER HOMES OF FLORIDA, INC. may, in its discretion and solely on the basis of its aesthetic standards for DIAMOND BEACH, withhold approval of a plan which otherwise meets all of the requirements contained in these restrictions. Any requirement elsewhere in these restrictions including any requirement for written approval by ISLANDER HOMES OF FLORIDA, INC. of a particular aspect of construction or design, shall not detract in any way, by implication or otherwise, from the requirement of this paragraph that all plans, as aforesaid, shall be approved in writing by ISLANDER HOMES OF FLORIDA, INC. Further, all such plans shall be properly drawn and shall contain specific details of all features, such as eave, cornice, entrance frame and mouldings which affect the exterior appearance of said house or outbuilding and shall be submitted to ISLANDER HOMES OF FLORIDA, INC. prior to commencement of construction. Any deviation, however minor, from said plans which would affect the location or exterior appearance of a house or outbuilding, or which would prevent the house or outbuilding from meeting all requirements of these restrictions, shall nullify previously given approval. Architectural control and rights of architectural or structural approval specified hereinabove and

elsewhere in these restrictions shall be exercisable and enforceable by, and shall become the right and responsibility of, the Carrollwood Village, Phase III Homeowners Association, Inc. If at any time ISLANDER HOMES OF FLORIDA, INC., or its assigns own less than three (3) lots in Diamond Head Subdivision as described in the proposed plat of said subdivision, ISLANDER HOMES OF FLORIDA, INC., may assign said architectural control and said rights to the Carrollwood Village, Phase III Homeowners Association, Inc. at any earlier time it desires. ISLANDER HOMES OF FLORIDA, INC., in its sole discretion, may require that the plans, specifications, and detail drawings for any home in the subdivision be prepared and certified to ISLANDER HOMES OF FLORIDA, INC.

31. All lots in the subdivision are also subject to the terms and provisions of the Master Declaration. All lot owners automatically become members of the Homeowners Association, and are subject to the Articles of Incorporation, By-Laws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Homeowners Association, payment of which is secured by a lien on the owner's lot. Each lot owner, by the acceptance of a deed or otherwise acquiring title to a lot thereby does agree to abide by the provisions of the Master Declaration, and uphold its responsibilities and obligations as a member of the Homeowners Association, including the payment of such assessments, dues and charges as shall be levied thereby.

32. Each plot with a house thereon, whether occupied or unoccupied shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard. Each owner of each house in said subdivision shall maintain and paint the exterior of said house, including the roof thereon, as often as is necessary to keep same in first class condition. In the event any plot owner shall fail, neglect, or omit to keep clean and maintain any lot in the manner hereinabove specified or more than ten (10) days after



having been given written notice to do so by Carrollwood Village, Phase III Homeowners Association, or ISLANDER HOMES OF FLORIDA, INC. addressed via Registered or Certified Mail to such owner at his last known address, ISLANDER HOMES OF FLORIDA, INC., or the Carrollwood Village, Phase III Homeowners Association, Inc. may enter upon such plot for the purpose of remedying said defects and failures stated in said notice, and the expense of so remedying said defects shall be charged to the owner of such plot and shall become a lien upon such plot, collectable and enforceable in the same manner as other charges or liens as hereinabove provided.

33. Each lien established by these Restrictions shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property in Diamond Head Subdivision said lien attaches as aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove.

34. All electrical service installations served by the underground electrical distribution system shall be installed underground and maintained in accordance with specifications of the Tampa Electric Company for such installations.

35. Street mailboxes shall be a type consistent with the character of the development and shall be placed and maintained to compliment the houses in the subdivision. At such time as door postal service is available, owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

36. Except with the prior written approval and permission of all governmental agencies having jurisdiction, no well shall be sunk or drilled on any lot. However, developer reserves the right, but without obligation, to place or locate wells, pumping stations and tanks on Tract A shown on the Plat.

37. When developer constructs a wall or fence ("Boundary Wall") along the right of way of Sussex Way and abutting or located on the property lines of Lots 25, 26 and 27, Block 2, Lots 1 and 9, Block 3 or Lot 1, Block 2, the Homeowners Association shall maintain and repair at its expense the exterior, street facing surface of such Boundary Wall. All other maintenance, repair, and replacement of the Boundary Wall shall be the obligation of, and shall be undertaken by and at the expense of, the respective lot owners upon whose lots such Boundary Wall is constructed, but only as to such portion of the Boundary Wall as bounds such lot. The obligation of such owners shall not be affected by the fact that the Boundary Wall may be only partially on the lot, and partially on the right of way. No lot owner shall be permitted to paint, decorate, change or alter, nor to add or affix any object or thing to the exterior, street facing surface of the Boundary Wall. Similarly, no lot owner shall be permitted to add, attach or fix any object or thing, or in any way damage or impair the interior surface or top of such Boundary Wall. If any lot owner shall fail to undertake any maintenance, repair or replacement as required by this Paragraph, such may be done by the Homeowners Association, at the lot owner's expense, upon ten (10) days written notice.

38. These restrictions may be enforced by ISLANDER HOMES OF FLORIDA, INC. and by any person or corporation otherwise entitled by law to enforce same.

39. All of the restrictive covenants, conditions, limitation, and other provisions, or any part of same, shall be and remain in force and effect until January 1, 2010, and in the event any one or more of the above restrictive covenants, conditions, limitations, or other provisions, or any part of same, shall at any time be held to be invalid by any court of competent jurisdiction, then said remaining covenants, conditions, limitations, and other provisions, or any part of same, shall be and remain as valid as if the

Invalid covenant, condition, limitation, provision, or part had never been entered into or been made a part of these restrictions. The words "Islander Homes of Florida, Inc." wherever used herein, shall include the respective successors and assigns of said corporation.

40. Amendments and modifications by developer.

Notwithstanding any provisions of these Restrictions to the contrary, developer, its successors and designated assigns, reserves the right and authority, subject to Veterans Administration or Federal Housing Administration approval (which approval need not be evidenced of public record), for a period of three (3) years from the date of recording of these Restrictions to amend, modify, in whole or in part, or grant exceptions or variances from any of the Use Restrictions set forth in Article I of these Restrictions without notice to or approval by other lot owners of the Subdivision.

IN WITNESS WHEREOF, the said ISLANDER HOMES OF FLORIDA, INC. has caused these premises to be executed by its proper corporate officers and its corporation seal to be affixed hereto this 7th day of January, 1986.

ISLANDER HOMES OF FLORIDA, INC.

By: Fredric A. Britt  
Fredric A. Britt  
Sec/Tres.

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I CERTIFY that before me, the undersigned authority, this day personally appeared Fredric A. Britt, to me known to be the Sec./Tres. of ISLANDER HOMES OF FLORIDA, INC. who, being duly sworn, stated that the execution of the foregoing instrument is his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of the said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tampa, Hillsborough County, Florida this 7th day of January, 1986.

Beth A. Johnson  
Notary Public, State of Florida  
My Commission Expires Sept 25 1987  
BONDED UNDER GENERAL INS. UNDERWRITERS