

After recording return to:

Russell A. Sibley, Jr.  
Sibley PL  
620 E Twiggs St – Ste 204  
Tampa, FL 33602

Folios: 160209-0007  
160209-0005

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**RESERVATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
2500 N 56<sup>th</sup> Street, Lot 16, Uceta Subdivision, Hillsborough County, Florida**

This Reservation of Easements, Covenants, Conditions and Restrictions (the "Reservation") is made by CORPORATION TO DEVELOP COMMUNITIES OF TAMPA, INC., a Florida not for profit corporation, whose address is 1907 E. Hillsborough Ave., Tampa, FL 33610 ("CDC").

WHEREAS, CDC is the owner of the real property known as 2500 N. 56<sup>th</sup> Street, together with any improvements thereon, situated in Uceta, a subdivision in Hillsborough County, Florida, as such real property is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, CDC has subdivided the Property into two (2) sub-parcels (with each sub-parcel being individually referred to herein as a "Lot" and collectively as the "Lots") and will construct an attached, single family residence on each of the Lots (with each residence being individually referred to herein as an "Attached Dwelling" and collectively as the "Attached Dwellings"); and

WHEREAS, CDC desires to impose certain covenants, conditions and restrictions, together with easements for encroachments, emergency ingress and egress, surface drainage, and other private easements, all for the benefit of the present and future Owners (the "Owners") of any interest in and to the Property or any portion thereof.

NOW, THEREFORE, CDC hereby declares that the Property is and shall be purchased, held, transferred, sold, conveyed and occupied subject to the following easements, covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest, whether legal or equitable, in and to the Property or any portion thereof.

**ARTICLE I - EASEMENTS**

A. Easement for Encroachments and Overhangs. CDC hereby reserves for the benefit of all present and future Owners of the Lots, perpetual, nonexclusive easements of encroachment, and for maintenance, repair, construction and use of any permitted encroachments, by and among each Attached Dwelling and by and among any adjacent Attached Dwellings, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered on any Attached Dwelling. A permitted encroachment is a structure or fixture that extends unintentionally from one Lot onto another a distance of not more than three (3) feet as measured from any point on the common boundary, along a line perpendicular to such boundary, and would include, without limitation, such items as foundation piers, roof overhangs, eaves and any other similar improvements and overhangs. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct

on the part of, or with the knowledge and consent of, the Owner claiming the benefit of such easement.

B. **Emergency and Municipal Services Access.** CDC hereby reserves for the benefit of all police, fire protection, ambulance, garbage and trash collection vehicles, and all other such similar service persons and vehicles, a perpetual, non-exclusive easement to enter upon the driveways and sidewalks located on the Property as is reasonably necessary to and in the performance of their duties with respect to providing municipal services to the Property.

C. **Sewer Lines.** A sanitary sewer lateral line that connects to the main sewer line will be located on one of the two adjoining Lots. Each of the Attached Dwellings situated on the adjoining Lots will connect to the lateral sewer line described in the preceding sentence. Each Owner of an adjoining Lot that does not contain the sewer lateral line shall have an easement over, under and across the adjacent Lot as is reasonably necessary for the construction, repair, use, replacement and maintenance of the sewer clean outs and the lines connecting such Owner's Attached Dwelling (the "residence lines") to the sewer lateral line. All costs associated with the repair, replacement and maintenance of the clean outs and the residence lines shall be the sole responsibility of the Owner of the Attached Dwelling served by such residence line and clean out. Further, such Owner shall, at its sole cost, restore the adjacent Lot to substantially the same condition that existed prior to the repair, replacement or maintenance activity and promptly upon completion of such activity. The cost of repair, replacement and maintenance of the sewer lateral line will be shared jointly by the Owners of the adjoining Lots. Owners of the adjoining Lots shall cooperate with one another and act diligently with respect to maintaining and repairing the sewer lateral line.

D. **Access Easement to Maintain, Repair or Replace Underground and Under- Slab Utilities.** CDC hereby reserves for the benefit of all present and future Owners of the Lots, a perpetual, non-exclusive easement onto, over, under, across and through the Lots and Attached Dwellings, as applicable (the "Burdened Property"), for access to maintain, repair, replace and relocate any underground or under-slab utilities (which may include but are not limited to: plumbing, electrical, HVAC, low voltage or phone/cable lines) (the "Underground Utilities"), located on, over, under, across or through the Burdened Property, to the extent such Underground Utilities are part of, appurtenant to or are serving, an Attached Dwelling as initially constructed by CDC. An Owner who exercises the right to use this access easement for the purposes set forth herein, shall do so (i) only in accordance with applicable laws and regulations and the requirements of the applicable entities which regulate said Underground Utilities and (ii) in a manner which causes the least disturbance to any improvements located upon the Burdened Property, when possible, and after maintenance, repairs, replacement or relocation of the Underground Utilities are complete, the Owner effecting same shall cause the prompt repair of any damage to the Burdened Property and any improvements located thereon, caused thereby, such that the Burdened Property and improvements are returned to substantially the same condition as before the Underground Utilities were accessed.

## ARTICLE II - GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

A. **Obnoxious or Offensive Activity.** No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to other Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property by any other Owner, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or Attached Dwelling, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Attached Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases;

obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by another Owner.

B. **Animals.** Animals shall be sheltered inside Attached Dwellings and an Owner shall not have more than three (3) Animals within the Attached Dwelling. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it/they disturb the tranquility of the Property or the Owners or tenants thereof, or if it/they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife.

C. **Garbage and Trash Collection.** No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers and solid waste collection shall be curbside for each Attached Dwelling, with each Owner being responsible for the placement of its sanitary container at the curb on collection days. Each Owner shall also be responsible for placing and storing the sanitary containers within the garage of each Attached Dwelling after the collection and on non-collection days. All garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the Development Period (as hereafter defined), no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

D. **Storage Receptacles.** No fuel tanks or similar storage receptacles may be installed on the Property.

E. **Vehicles.** No vehicle may be parked on the Property except on paved driveways. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. No commercial vehicles of any kind shall be parked on the Property except for construction or service vehicles temporarily present on business. A commercial vehicle for the purposes of this section shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, For-Hire or Not-For-Hire. No trailers, boats, campers, motorized or non-motorized recreational vehicles may be parked in the Property unless parked inside a garage. Notwithstanding the foregoing, trucks and vans, whether commercial or non-commercial, will be permitted provided that they comply with the following:

- (i) they may not exceed one (1) ton carrying capacity;
- (ii) they may not have camper shells extending more than twelve inches (12") over the cab roof;
- (iii) any signboard or lettering is professionally applied to fenders, doors, tailgates, and panels of the vehicle;
- (iv) the frame to ground clearance may not exceed twenty four inches (24"); and
- (v) they may not have added frames, racks, wooden shells or boxes.

F. **Temporary Structures.** No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted on the Property except for temporary improvements used solely in connection with the construction of Attached Dwellings during the Development Period (as hereafter defined) and removed immediately upon completion of such construction.

G. **Air Conditioning Equipment.** No air conditioning equipment other than compressor units may be visible on the exterior of any Attached Dwelling and no window or wall air conditioning units are permitted on any Attached Dwelling.

H. **Drainage Structures.** Unless permitted and approved by the appropriate governmental authorities, no Owner may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by CDC from, on or across any Lot or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots.

I. **Exterior Electronic or Electric Devices.** Except to the extent required to be permitted under applicable law, no exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of all Lot Owners as set forth in an amendment to this Reservation and recorded in the Public Records of Hillsborough County, Florida. Notwithstanding the foregoing, consumer satellite dishes less than 36" in diameter do not require Lot Owner approval so long as such installation will not void any warranty or insurance on a party structure.

J. **Subdivision.** No part of the Property shall be further subdivided.

K. **Completion.** Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

L. **Excavation.** No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement and must be in accordance with all required governmental permits and approvals; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded.

M. **Yard Accessories and Play Structures.** All yard accessories and play structures, including trampolines, bounce houses, basketball hoops, backboards and any other fixed games may not be located in the front yard of any Lot, and must be screened from view behind a fence or wall. Skateboard ramps and bike ramps are prohibited.

N. **Pools.** Swimming pools may not be located in the front yard of any Lot, and must be screened from view behind a fence or wall.

O. **Security Bars.** No security bar system may be installed on any window or door of any Attached Dwelling.

P. **Accessory Buildings or Structures.** No accessory, storage or other buildings or structures may be located in the front yard of any Lot, and must be screened from view behind a fence or wall.

Q. **Garage Use.** No portion of any garage may be diverted to any use other than the parking of vehicles and other generally accepted and customary use of a garage. In particular but not in limitation of the foregoing, no portion of any garage may be used as a residence or a game room, or for any similar use as living quarters. Garage doors must be kept in a closed position when the garage area is not being actively used.

R. **Maintenance.** As specified herein below, continued maintenance of all Lots and Attached Dwellings by the Owners is required as follows:

- (i) Interior Maintenance. Each Owner shall have the right to finish, modify, alter, repair, decorate, redecorate or improve the interior portion of that Owner's Attached Dwelling as that Owner so desires, provided that: (i) such action does not impair the structural integrity, weaken the support or otherwise adversely affect any other Attached Dwelling; (ii) such action is performed with due diligence and in a good and workmanlike manner; and (iii) such action is not visible at ground level from any public or private street, driveway or walk or at ground level from any other Attached Dwelling. Each Owner shall be solely responsible for maintenance and repair of utility pipes and lines serving only that Owner's Attached Dwelling and jointly and equally responsible for maintenance and repair of utility pipes and lines serving multiple Attached Dwellings, whether or not such pipes and lines are located in, on or under such Owner's Attached Dwelling or any other Attached Dwelling.
- (ii) Window Covering. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, or other similar make-shift window treatments are permitted. No reflective tinting or mirror finishes on windows shall be permitted.
- (iii) Exterior Maintenance. Each Owner of an Attached Dwelling shall keep and maintain that Owner's Lot and Attached Dwelling and all buildings and other improvements and landscaping located on the Lot in good repair and in a neat and attractive condition. The minimum standard for the maintenance of such Lots, Attached Dwellings, buildings, other improvements and landscaping shall be consistency with the general appearance of the other Attached Dwellings on the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner of an Attached Dwelling shall include, without limitation, maintenance of all exterior surfaces and roofs, fascia and soffits, awnings, privacy fences, walls (excluding shared structures which are governed by Article III below), trellises, decorative facades, screens, windows and doors. Owners of Attached Dwellings shall clean, repaint or re-stain, as appropriate, the exterior portions thereof (using substantially the same material, paint, stain, color and quality of workmanship and material as the original construction, unless otherwise approved by all the other Owners), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. The Owners of adjoining Attached Dwellings shall cooperate with one another and act diligently with respect to maintaining and repairing the exterior portions thereof.
- (iv) Prohibitions on Exterior Modifications. No Owner shall have the right to materially and substantially modify, alter, landscape or re-landscape, decorate or re-decorate, improve or otherwise change the appearance or overall design scheme of the exterior portion of any Attached Dwelling without the prior written consent of all other adjoining Owners; provided, however, that such consent shall not be required for landscaping of the exterior portion of the Lot located within the perimeter walls and fences of an Attached Dwelling on that Owner's Lot.

S. **Unoccupied Dwellings.** The Owner of an unoccupied Attached Dwelling, including any mortgagee in possession and any mortgagee obtaining title to an Attached Dwelling by foreclosure or by any deed or other arrangement in lieu of foreclosure, is liable for full observance and performance of all terms and conditions of this Reservation and all other governing documents, including in particular but without limitation: (i) maintenance of the Lot, Attached Dwelling and all other improvements thereon in accordance with the requirements hereof; (ii) securing of the unoccupied Attached Dwelling, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains

or other permitted window covers in order to prevent unauthorized entry or use; and (iii) such other maintenance, repair and security measures as required to avoid an appearance of abandonment or other unsightly or unkempt appearance.

### ARTICLE III - SHARED STRUCTURES

A. **General Rules of Law to Apply.** Each wall, fence, driveway or similar structure built as part of the original construction of an Attached Dwelling which serves and/or separates any Lots, and which is part of the general scheme of development for such Lots and not an extra or optional item built at the request of the Attached Dwelling purchaser, shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a residence shall not cut through or make any penetration through a party structure for any purpose whatsoever.

B. **Maintenance; Damage and Destruction.** Except as may otherwise be provided by law, or by a written agreement between Owners of Lots, or by other recorded documents applicable to the Lots:

- (i) All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally.
- (ii) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contributions will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omission.

C. **Right to Contribution Runs With Land.** The right of an Owner to contribution for any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

D. **Arbitration.** In the event of any dispute arising concerning a party structure, or SOLELY under the provisions of this Article III, each Owner/party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any Owner/party refuse to appoint an arbitrator within ten (10) days after written request therefore, the judge of any district court in Hillsborough County shall select an arbitrator for the refusing Owner/party.

### ARTICLE IV – DEVELOPMENT PERIOD

**Reservation of Rights.** CDC expressly reserves the right, in its sole and absolute discretion, to alter, modify, terminate, amend or supplement this Reservation and the easements, covenants, conditions and restrictions set forth herein and which have been created during the Development Period of the Property. For purposes of this paragraph, "Development Period" shall mean the time period commencing on the date CDC acquired the Property and ending upon the sale and closing of the last Lot which comprises any portion of the Property or at any earlier time that CDC shall designate. CDC shall be exempt from compliance with the provisions contained herein during the Development Period.

ARTICLE V – MEDIATION

**Prerequisite to filing suit:** Any disputes between Owners concerning the interpretation, compliance or enforcement of the provisions of this instrument shall be submitted to a mutually agreeable mediator or mediator service prior to the institution of any judicial action. The parties to the mediation shall bear the costs equally.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 3 day of JUNE, 2025.

Signed, sealed and delivered in the presence of:

Corporation to Develop Communities of Tampa, Inc., a Florida not for profit corporation.

*Vanessa B. McClain*  
Print Name: VANESSA B. McCLAIN  
Address: 1907 E. Hillsborough Ave  
Tampa, FL 33610

*Daniel Hancock*  
Print Name: DANIEL HANCOCK  
Address: 6801 E. North Bay St  
Tampa FL 33610

*Ernest M. Coney, Jr.*  
By: Ernest M. Coney, Jr.  
Its: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3rd day of June, 2025, by Ernest M. Coney, Jr. as Chief Executive Officer for Corporation to Develop Communities of Tampa, Inc. He is  Personally Known or  provided the following identification:

\_\_\_\_\_

*Adrienne M. Clark*

Signature of Notary Public - State of Florida  
Print, Type, or Stamp Commissioned Name of Notary Public

(seal)



ADRIENNE M. CLARK  
Commission # HH 628241  
Expires March 16, 2029

**EXHIBIT "A"**

**Unit 1**

THE SOUTH 1/2 OF LOT 16 OF UCETA SUBDIVISION,  
ACCORDING TO THE MAP OR PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 11, PAGE 97, OF THE  
PUBLIC RECORDS OF HILLSBOROUGH COUNTY,  
FLORIDA.

(Folio 160209-0007)

**Unit 2**

THE NORTH 1/2 OF LOT 16 OF UCETA SUBDIVISION,  
ACCORDING TO THE MAP OR PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 11, PAGE 97, OF THE  
PUBLIC RECORDS OF HILLSBOROUGH COUNTY,  
FLORIDA.

(Folio 160209-0005)

After recording return to:

Russell A. Sibley, Jr.  
Sibley PL  
620 E Twiggs St – Ste 204  
Tampa, FL 33602

Folios: 160209-0002  
160209-0000

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**RESERVATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
2501 N 55<sup>th</sup> Street, Lot 15, Uceta Subdivision, Hillsborough County, Florida**

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WHEREAS, CDC is the owner of the real property known as 2501 N. 55<sup>th</sup> Street, together with any improvements thereon, situated in Uceta, a subdivision in Hillsborough County, Florida, as such real property is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, CDC has subdivided the Property into two (2) sub-parcels (with each sub-parcel being individually referred to herein as a "Lot" and collectively as the "Lots") and will construct an attached, single family residence on each of the Lots (with each residence being individually referred to herein as an "Attached Dwelling" and collectively as the "Attached Dwellings"); and

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K. **Completion.** Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

L. **Excavation.** No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement and must be in accordance with all required governmental permits and approvals; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded.

M. **Yard Accessories and Play Structures.** All yard accessories and play structures, including trampolines, bounce houses, basketball hoops, backboards and any other fixed games may not be located in the front yard of any Lot, and must be screened from view behind a fence or wall. Skateboard ramps and bike ramps are prohibited.

N. **Pools.** Swimming pools may not be located in the front yard of any Lot, and must be screened from view behind a fence or wall.

O. **Security Bars.** No security bar system may be installed on any window or door of any Attached Dwelling.

P. **Accessory Buildings or Structures.** No accessory, storage or other buildings or structures may be located in the front yard of any Lot, and must be screened from view behind a fence or wall.

Q. **Garage Use.** No portion of any garage may be diverted to any use other than the parking of vehicles and other generally accepted and customary use of a garage. In particular but not in limitation of the foregoing, no portion of any garage may be used as a residence or a game room, or for any similar use as living quarters. Garage doors must be kept in a closed position when the garage area is not being actively used.

R. **Maintenance.** As specified herein below, continued maintenance of all Lots and

Attached Dwellings by the Owners is required as follows:

- (i) **Interior Maintenance.** Each Owner shall have the right to finish, modify, alter, repair, decorate, redecorate or improve the interior portion of that Owner's Attached Dwelling as that Owner so desires, provided that: (i) such action does not impair the structural integrity, weaken the support or otherwise adversely affect any other Attached Dwelling; (ii) such action is performed with due diligence and in a good and workmanlike manner; and (iii) such action is not visible at ground level from any public or private street, driveway or walk or at ground level from any other Attached Dwelling. Each Owner shall be solely responsible for maintenance and repair of utility pipes and lines serving only that Owner's Attached Dwelling and jointly and equally responsible for maintenance and repair of utility pipes and lines serving multiple Attached Dwellings, whether or not such pipes and lines are located in, on or under such Owner's Attached Dwelling or any other Attached Dwelling.
- (ii) **Window Covering.** Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, or other similar make-shift window treatments are permitted. No reflective tinting or mirror finishes on windows shall be permitted.
- (iii) **Exterior Maintenance.** Each Owner of an Attached Dwelling shall keep and maintain that Owner's Lot and Attached Dwelling and all buildings and other improvements and landscaping located on the Lot in good repair and in a neat and attractive condition. The minimum standard for the maintenance of such Lots, Attached Dwellings, buildings, other improvements and landscaping shall be consistency with the general appearance of the other Attached Dwellings on the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner of an Attached Dwelling shall include, without limitation, maintenance of all exterior surfaces and roofs, fascia and soffits, awnings, privacy fences, walls (excluding shared structures which are governed by Article III below), trellises, decorative facades, screens, windows and doors. Owners of Attached Dwellings shall clean, repaint or re-stain, as appropriate, the exterior portions thereof (using substantially the same material, paint, stain, color and quality of workmanship and material as the original construction, unless otherwise approved by all the other Owners), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. The Owners of adjoining Attached Dwellings shall cooperate with one another and act diligently with respect to maintaining and repairing the exterior portions thereof.
- (iv) **Prohibitions on Exterior Modifications.** No Owner shall have the right to materially and substantially modify, alter, landscape or re-landscape, decorate or re-decorate, improve or otherwise change the appearance or overall design scheme of the exterior portion of any Attached Dwelling without the prior written consent of all other adjoining Owners; provided, however, that such consent shall not be required for landscaping of the exterior portion of the Lot located within the perimeter walls and fences of an Attached Dwelling on that Owner's Lot.

S. **Unoccupied Dwellings.** The Owner of an unoccupied Attached Dwelling, including any mortgagee in possession and any mortgagee obtaining title to an Attached Dwelling by foreclosure or by any deed or other arrangement in lieu of foreclosure, is liable for full observance and performance of all terms and conditions of this Reservation and all other governing documents, including in particular but without limitation: (i) maintenance of the Lot, Attached Dwelling and all other improvements thereon in accordance with the requirements hereof; (ii) securing of the unoccupied Attached Dwelling, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use; and (iii) such other maintenance, repair and security measures as required to avoid an appearance of abandonment or other

unsightly or unkempt appearance.

### ARTICLE III - SHARED STRUCTURES

A. **General Rules of Law to Apply.** Each wall, fence, driveway or similar structure built as part of the original construction of an Attached Dwelling which serves and/or separates any Lots, and which is part of the general scheme of development for such Lots and not an extra or optional item built at the request of the Attached Dwelling purchaser, shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a residence shall not cut through or make any penetration through a party structure for any purpose whatsoever.

B. **Maintenance; Damage and Destruction.** Except as may otherwise be provided by law, or by a written agreement between Owners of Lots, or by other recorded documents applicable to the Lots:

- (i) All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally.
- (ii) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contributions will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omission.

C. **Right to Contribution Runs With Land.** The right of an Owner to contribution for any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

D. **Arbitration.** In the event of any dispute arising concerning a party structure, or SOLELY under the provisions of this Article III, each Owner/party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any Owner/party refuse to appoint an arbitrator within ten (10) days after written request therefore, the judge of any district court in Hillsborough County shall select an arbitrator for the refusing Owner/party.

### ARTICLE IV – DEVELOPMENT PERIOD

**Reservation of Rights.** CDC expressly reserves the right, in its sole and absolute discretion, to alter, modify, terminate, amend or supplement this Reservation and the easements, covenants, conditions and restrictions set forth herein and which have been created during the Development Period of the Property. For purposes of this paragraph, "Development Period" shall mean the time period commencing on the date CDC acquired the Property and ending upon the sale and closing of the last Lot which comprises any portion of the Property or at any earlier time that CDC shall designate. CDC shall be exempt from compliance with the provisions contained herein during the Development Period.

ARTICLE V – MEDIATION

**Prerequisite to filing suit:** Any disputes between Owners concerning the interpretation, compliance or enforcement of the provisions of this instrument shall be submitted to a mutually agreeable mediator or mediator service prior to the institution of any judicial action. The parties to the mediation shall bear the costs equally.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 3rd day of June, 2025.

Signed, sealed and delivered in the presence of:

Corporation to Develop Communities of Tampa, Inc., a Florida not for profit corporation.

Vanessa B. McClary  
Print Name: VANESSA B. McClary  
Address: 1907 E Hillsborough Ave  
Tampa, FL 33610  
Daniel Hancock  
Print Name: DANIEL HANCOCK  
Address: 6801 E. North Bay St  
Tampa FL 33610

Ernest M. Coney, Jr.  
By: Ernest M. Coney, Jr.  
Its: Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3rd day of June, 2025, by Ernest M. Coney, Jr. as Chief Executive Officer for Corporation to Develop Communities of Tampa, Inc. He is  Personally Known or  provided the following identification:

\_\_\_\_\_

Adrienne M. Clark  
Signature of Notary Public - State of Florida  
Print, Type, or Stamp Commissioned Name of Notary Public

(seal)  ADRIENNE M. CLARK  
Commission # HH 620201  
Expires March 16, 2029

**EXHIBIT "A"**

**Unit 1**

THE SOUTH 1/2 OF LOT 15 OF UCETA SUBDIVISION,  
ACCORDING TO THE MAP OR PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 11, PAGE 97, OF THE  
PUBLIC RECORDS OF HILLSBOROUGH COUNTY,  
FLORIDA.

(Folio 160209-0002)

**Unit 2**

THE NORTH 1/2 OF LOT 15 OF UCETA SUBDIVISION,  
ACCORDING TO THE MAP OR PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 11, PAGE 97, OF THE  
PUBLIC RECORDS OF HILLSBOROUGH COUNTY,  
FLORIDA.

(Folio 160209-0000)