

**PREPARED BY AND RETURN TO:**

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**DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“**Declaration**”) is made and executed this 10 day of January, 2022, by **MATTAMY TAMPA/SARASOTA LLC**, a Delaware limited liability company, whose address is 4107 Crescent Park Drive, Riverview, Florida 33578 (the “**Declarant**”).

**WITNESSETH**

WHEREAS, the Declarant is the owner of the Property (as described herein); and

WHEREAS, it is the intent of the Declarant to place restrictions and limitations of record on the Property and to limit the use for which it is intended so as to qualify for exemption from payment of School Impact Fees (as defined herein); and

WHEREAS, it is the intent of the Declarant that the Community (as defined herein) be designated and operated as a community for Older Persons (as defined herein) in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C. §§3601-3619 (collectively, the “**Acts**”).

NOW, THEREFORE, the Declarant does hereby declare that the Property is hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any lease or deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants that run with the land, and shall be as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and incorporated by this reference as if fully set forth herein.
2. **Definitions.** As used in this Agreement, the following terms are defined as follows:
  - (a) “**Community**” refers to the single family attached and detached residential project known as PRESERVE AT LA PALOMA to be constructed on the Property.
  - (b) “**School Impact Fees**” shall mean and refer to school impact fees assessed under the Ordinance.

- (c) **“Older Persons”** shall mean persons fifty-five (55) years of age and older.
  - (d) **“Ordinance”** shall mean the Hillsborough County Consolidated Impact Assessment Program Ordinance (Ordinance 96-29, as amended).
  - (e) **“Owner”** shall mean and refer to one or more persons or entities who hold the record title to the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
  - (f) **“Property”** shall mean and refer to the real property located in Hillsborough County, Florida, described on Exhibit “A” attached hereto and incorporated herein by this reference.
3. Use Restrictions and Restrictive Covenants. The Declarant hereby declares that the Property shall be held, maintained, transferred, sold, conveyed and owned subject to the following covenants and restrictions (**“Covenants”**):
- (a) Prohibition Against Minors. In no event shall any person under the age of eighteen (18) years of age reside within any dwelling unit on the Property as a permanent resident.
  - (b) Community for Older Persons. The Owner will operate the Community as a community for Older Persons in compliance with the terms and provisions of the Acts.
4. Covenants and Restrictions Running With Land. This Declaration shall run with and bind the Property for a period of thirty (30) years from the date that this Declaration is recorded in the Public Records of Hillsborough County, Florida. Thereafter, this Declaration shall automatically terminate.
5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of prohibiting persons under eighteen (18) years of age from residing within the Community or on the Property as permanent residents.
6. Designation. The Community is hereby designated as a community for Older Persons in compliance with the terms and provisions of the Acts.
7. Modification. The terms of this Declaration are not subject to revocation or amendment for a period of thirty (30) years from the date of recording in the Public Records of Hillsborough County, Florida.
8. Governing Law. This Declaration shall be governed by the laws of the State of Florida and exclusive venue shall be in Hillsborough County, Florida.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first written above.

Signed, sealed, and delivered in the presence of:

MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company

[Signature]  
Print Name: Jul' Carter

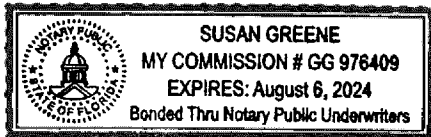
By: [Signature]  
Name: Thomas Griggs  
Title: Vice President

[Signature]  
Print Name: Kaitlin Wood

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 10 day of January, 2022 by Thomas Griggs, as Vice President of MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company, on behalf of the company. He [] is personally known to me or [] has produced \_\_\_\_\_ as identification.

My commission expires:



[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name Susan Greene

**EXHIBIT "A"**

**Legal Description**

**DESCRIPTION:** A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 11, run thence along the East boundary of the Northeast 1/4 of said Section 11, S.00°45'53"W., 1298.08 feet to a point on the North boundary of the right-of-way for Upper Creek Drive as recorded in Official Records Book 5604, Page 90, of the Public Records of Hillsborough County, Florida; thence along said North boundary of the right-of-way for Upper Creek Drive, N.89°56'59"W., 29.90 feet to the Northwest corner of said Upper Creek Drive, also being the Northeast corner of Upper Creek Drive as recorded in Official Records Book 5361, Page 240, of the Public Records of Hillsborough County, Florida; thence along the North boundary of the right-of-way for said Upper Creek Drive, the following five (5) courses: 1) continue N.89°56'59"W., 217.88 feet to a point of curvature; 2) Westerly, 351.19 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 20°49'48" (chord bearing N.79°32'05"W., 349.26 feet) to a point of tangency; 3) N.69°07'11"W., 580.00 feet to the Southwest corner of Quit-Claim Deed to Springdale Health Centers LLC, as recorded in Official Records Book 22238, Page 1189, of the Public Records of Hillsborough County, Florida, also being the **POINT OF BEGINNING**; 4) continue N.69°07'11"W., 75.98 feet to a point of curvature; 5) Westerly, 1185.67 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of 41°34'30" (chord bearing N.89°54'26"W., 1159.83 feet) to a point of reverse curvature, said point also being the Southeast corner of La Paloma Drive, according to the plat of LA PALOMA VILLAGE, UNIT 1, as recorded in Plat Book 65, Page 24, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of the right-of-way of said La Paloma Drive, the following four (4) courses: 1) Northwesterly, 54.07 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 88°30'48" (chord bearing N.66°26'17"W., 48.85 feet) to a point of tangency; 2) N.22°10'53"W., 165.60 feet to a point of curvature; 3) Northerly, 142.63 feet along the arc of a curve to the right having a radius of 190.00 feet and a central angle of 43°00'39" (chord bearing N.00°40'33"W., 139.30 feet) to a point of reverse curvature; 4) Northerly, 77.81 feet along the arc of a curve to the left having a radius of 360.00 feet and a central angle of 12°23'04" (chord bearing N.14°38'14"E., 77.66 feet) to a point on the boundary of the Warranty Deed to DF Cypress Creek Properties, LLC (Golf Course boundary), as recorded in Official Records Book 22131, Page 1278, of the Public Records of Hillsborough County, Florida; thence along said boundary of the Warranty Deed to DF Cypress Creek Properties, LLC (Golf Course boundary), the following five (5) courses: 1) S.69°29'48"E., 80.62 feet; 2) N.65°39'10"E., 727.22 feet; 3) N.67°07'21"E., 357.06 feet; 4) S.61°56'51"E., 322.24 feet; 5) S.54°02'54"E., 469.89 feet to the Northerlymost corner of the aforesaid Quit-Claim Deed to Springdale Health Centers LLC, as recorded in Official Records Book 22238, Page 1189, of the Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said Quit-Claim Deed to Springdale Health Centers LLC, the following two (2) courses: 1) S.58°23'18"W., 398.02 feet; 2) S.20°52'49"W., 204.00 feet to the **POINT OF BEGINNING**.

Containing 19.042 acres, more or less.