

This instrument prepared by and
after recording return to:

Anthony P. Vernace, Esq.
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300E
West Palm Beach, Florida 33401

DECLARATION OF USE RESTRICTIONS

THIS DECLARATION OF USE RESTRICTIONS (“Declaration”) is made as of the 16th day of August, 2018, by **DCH GROVES LLC**, a Florida limited liability company, whose address is Post Office Box 320334, Tampa, Florida 33679 (“**DCH**”) and **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607 (“**Lennar**,” and collectively with DCH, “**Declarant**”).

RECITALS

A. DCH is the owner of the real property located in Pasco County, Florida, legally described on **Exhibit “A”** attached (the “**DCH Property**”).

B. Lennar is the owner of the real property located in Pasco County, Florida, legally described on **Exhibit “B”** attached and adjacent to the DCH Property (the “**Lennar Property**”).

C. DCH desires to subject the DCH Property to certain use restrictions and future owner(s) of the DCH Property to certain obligations set forth in this Declaration, subject to which all of the DCH Property, or any part thereof, can only be developed, improved, held, leased, sold, used and/or conveyed.

D. Lennar desires to subject the Lennar Property to certain use restrictions set forth in this Declaration, subject to which all of the Lennar Property, or any part thereof, can only be developed, improved, held, leased, sold, used and/or conveyed.

NOW, THEREFORE, in consideration of the premises, DCH, as fee simple title holder of the DCH Property, and Lennar, as fee simple title holder of the Lennar Property, hereby declare, establish and state that the DCH Property and Lennar Property can only henceforth be developed, held, sold, used and conveyed subject to the applicable restrictions and obligations set forth in this Declaration and same shall run with title to the DCH Property and Lennar Property and be binding upon, and inure to the benefit of DCH, Lennar and any of their successors and assigns.

1. Recitals. The foregoing recitals are correct and incorporated into this Declaration.

2. Use Restriction as to the DCH Property. DCH hereby declares that the DCH Property shall not be developed or used for any of the prohibited uses listed on Exhibit "C" attached (the "DCH Restrictions").

3. Use Restrictions as to the Lennar Property. Lennar hereby declares that the Lennar Property shall not be developed or used for any of the prohibited uses listed on Exhibit "D" attached (the "Lennar Restrictions").

4. Pond Cost-Sharing Obligations of the DCH Property Owner(s). Pursuant to the Cost-Sharing Agreement between DCH and Lennar on or about the date hereof, the owner(s) of any portion of the DCH Property from time to time (subject to limitations set forth in the Cost-Sharing Agreement) shall pay their proportionate share of the cost to maintain the retention or detention pond that is on a portion of the Lennar Property in the location generally depicted on Exhibit "E", which Pond serves both the Lennar Property and DCH Property.

5. Covenants Run With the Land. The DCH Restrictions and obligations contained herein shall be appurtenant to and for the benefit of Lennar and DCH and shall be a burden on the DCH Property for the benefit of all portions of the Lennar Property and shall run with the land. The Lennar Restrictions contained herein shall be appurtenant to and for the benefit of Lennar and DCH and shall be a burden on the Lennar Property for the benefit of all portions of the DCH Property and shall run with the land. This Declaration and the restrictions created hereby shall inure to the benefit of and be binding upon Lennar and DCH and their successors in title to all or any portion of the DCH Property and Lennar Property.

6. Reaffirmation of Restrictions. Until this Declaration is duly terminated, any entity or person acquiring title or any other interest in or to any portion of the Lennar Property or DCH Property shall be deemed conclusively and automatically to ratify, confirm and reaffirm each and every grant of obligation, term and provision set forth herein affecting the applicable property as a prerequisite to acquiring said title or other interest. Said ratification, confirmation and reaffirmation shall occur automatically by virtue of acquisition of title or any other interest, in or to any of said premises and need not be set forth expressly or separately in any other instrument.

7. Enforcement/Assignment. This Declaration may be enforced by Lennar or DCH, or their successors, and any such party, in the event of a breach of this Declaration, shall have all rights available at law and/or equity, including the right to bring a suit for injunctive relief or specific enforcement of the applicable restrictions.

8. Attorneys' Fees. In the event of any action to interpret or enforce this Declaration, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, before trial, at trial or on any re-hearing or appeal.

9. Governing Law/Venue. This Declaration shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Declaration shall be Pasco County, Florida.

10. Amendment to Declaration. This Declaration may only be amended by a written instrument signed by the fee simple title owners of both the Lennar Property and DCH Property and same to be deemed effective only when recorded in the Public Records of Pasco County, Florida.

11. Not a Public Dedication; Entire Agreement. Nothing herein contained in this Declaration is intended, nor shall be construed or deemed, to create any rights in favor of the general public or for the general public or for any public purposes whatsoever, or for or in favor of any person or entity other than Lennar and DCH, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed, enforceable only by the entities specifically identified in Paragraph 7 of this Declaration. This Declaration constitutes the entire agreement pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, commitments or other agreements, express or implied made by Declarant.

12. Time. Time is of the essence of this Declaration.

13. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Declaration shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Declaration.

14. Paragraph Headings. The paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Declaration or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any paragraph herein.

15. Severability. This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. Non-merger. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the "Property" by the same party at the same time shall not result in or cause the termination of this Declaration.

IN WITNESS WHEREOF, DCH has duly executed this Declaration as of the day and year written below.

Signed, sealed and delivered in the presence of: "DCH"

DCH GROVES LLC, a Florida limited liability company

[Signature]
Print Name: R. JAMES ROBBINS JR.

By: [Signature]
Barbara Harvey Ryals
Title: Manager

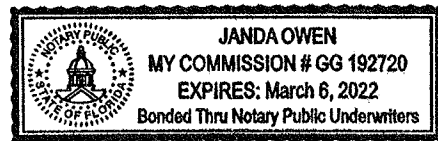
[Signature]
Print Name: JANDA OWEN

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of August, 2018, by Barbara Harvey Ryals as Manager of DCH Groves LLC, a Florida limited liability company, on behalf of said company. She [] is personally known to me or [] has produced _____ as identification.

[Affix Notary Stamp/Seal Below]

[Signature]
Notary Public, State of Florida
Print Name: JANDA OWEN
Commission No.: _____
My Commission Expires: _____



IN WITNESS WHEREOF, Lennar has duly executed this Declaration as of the day and year written below.

Signed, sealed and delivered in the presence of: "LENNAR"

Becky Wilson

Print Name: Becky Wilson

Dustin Johnson

Print Name: Dustin Johnson

LENNAR HOMES, LLC, a Florida limited liability company

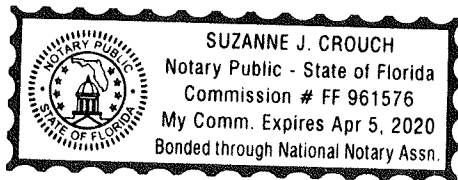
By: [Signature]
Print Name: Marvin L. Metheny
Title: Vice President

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20th day of August, 2018, by Marvin L. Metheny, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of said company. She/He is personally known to me or has produced _____ as identification.

[Affix Notary Stamp/Seal Below]



Suzanne J. Crouch
Notary Public, State of Florida
Print Name: Suzanne J. Crouch
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF DCH PROPERTY

A parcel of land lying in the Northwest ¼ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest ¼ of said Section 21, S.89°37'02"E., a distance of 290.00 feet; thence leaving said North boundary, S.00°20'29"W., a distance of 90.21 feet to the POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses; (1) S.89°37'02"E., a distance of 264.22 feet; (2) N.89°23'01"E., a distance of 184.40 feet; (3) S.89°37'02"E., a distance of 349.95 feet; (4) S.00°22'58"W., a distance of 5.00 feet; (5) S.89°37'02"E., a distance of 200.18 feet; (6) S.89°55'22"E., a distance of 375.03 feet; (7) S.89°37'02"E., a distance of 24.79 feet; (8) N.00°22'58"E., a distance of 6.00 feet; (9) S.89°37'02"E., a distance of 906.88 feet; thence leaving said South Right-Of-Way line, S.00°21'56"W., a distance of 756.00 feet; thence N.89°51'39"W., a distance of 1447.81 feet; thence S.00°07'02"W., a distance of 182.33 feet; thence N.89°38'59"W., a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line, N.00°20'29"E., a distance of 692.15 feet; thence leaving said East Right-of-Way line, S.89°40'52"E., a distance of 260.00 feet; thence N.00°20'29"E., a distance of 246.47 feet to the POINT OF BEGINNING.

Containing 47.78 Acres, more or less

EXHIBIT "B"**LEGAL DESCRIPTION OF LENNAR PROPERTY**

The East 1/2 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, lying Northwesterly of the Anclote River.

ALSO

The North 1/2 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

The North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

The North 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

The South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO

All of Anclote Heights, according to the plat thereof, as recorded in Plat Book 3, Page 50 of the Public Records of Pasco County, Florida, as vacated by Resolution No. 87-207 recorded in Official Records Book 1618, Page 1583 and Resolution No. 18-223 recorded in Official Records Book 9755, Page 1129, of the Public Records of Pasco County, Florida, LESS that portion lying within Stony Point, according to the plat thereof, as recorded in Plat Book 35, Pages 6 through 8 of the Public Records of Pasco County, Florida, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 21; Thence along the East line of the Northwest 1/4 of said Section 21, N.00°21'56"E., a distance of 329.75 feet to the Southeast corner of said Anclote Heights and the POINT OF BEGINNING, also being the Northeast corner of Tract A of said Stony Point; thence along the Southerly line of said Anclote Heights and the plat boundary for Stony Point, N.89°36'18"W., a distance of 1019.24 feet; thence leaving said Southerly line of Anclote Heights, along the plat boundary for Stony Point the following three (3) courses; 1.) N.00°21'03"E., a distance of 399.95 feet; 2.) N.89°35'16"W., a distance of 256.71 feet; 3.) S.00°23'32"W., a distance of 400.02 feet to the Southerly line of said Anclote Heights; thence along the southerly line of said Anclote Heights, N.89°36'18"W., a distance of 43.02 feet to the Southwest corner thereof; thence along the Westerly line of said Anclote Heights, N.00°21'48"E., a distance of 658.96 feet to the Northwest corner thereof; thence along the Northerly line of said Anclote Heights, S.89°36'36"E., a distance of 1319.28 feet to the Northeast corner thereof; thence along the Easterly line of said Anclote Heights, S.00°21'56"W., a distance of 659.08 feet to the Southeast corner thereof and the POINT OF BEGINNING.

ALSO

The North 300.25 feet of Tract 30 of the Tampa-Tarpon Springs Land Company Subdivision of said Section 21, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70, of the public records of Pasco County, Florida.

ALSO

That portion of the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, lying Northwesterly of the Anclote River, Pasco County, Florida.

LESS AND EXCEPT the North 30 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

ALSO LESS AND EXCEPT

The West 1,037.14 feet of the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as affected by Quit Claim Deed recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida and Warranty Deed recorded in Official Records Book 883, Page 199, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

The East 257.00 feet of the West 300.00 feet of the South 400.00 feet of the South 2/3 of the North 3/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, also additional lands conveyed to Rancho Del Ciervo Estates by Quit Claim Deed recorded in Official Records Book 1036, Page 1287, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

The West 1,037.14 feet of Tract 30, of the Tampa-Tarpon Springs Land Company Subdivision of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as shown on the plat recorded in Plat Book 1, Pages 68, 69, and 70, of the public records of Pasco County, Florida, as affected by Order of Taking recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation, described in Stipulated Order of Taking recorded in Official Records Book 3684, Page 1605, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Deed recorded in Official Records Book 4278, Page 57, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 204, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Chevron U.S.A., Inc., by Special Warranty Deed recorded in Official Records Book 1971, Page 1907, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Pasco County, Florida, a political subdivision of the State of Florida by Trustee's Deed recorded in Official Records Book 2006, Page 1179, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 200, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation by Order of Taking recorded in Official Records Book 4262, Page 974, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

That portion, if any, of Stony Point Subdivision, as recorded in Plat Book 35, Pages 6, 7, and 8, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

Road rights of way for State Road 54 and Madison Street and Celtic Drive.

ALSO LESS AND EXCEPT

Any portion of Colonial Hills Unit Twenty-Three, as recorded in Plat Book 17, Pages 33 and 34, of the public records of Pasco County, Florida.

ALSO LESS AND EXCEPT

A parcel of land lying in the Northwest ¼ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows.

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest ¼ of Section 21, South 89°37' 02" East, a distance of 290.00 feet; thence leaving said North boundary, South 00°20' 29" West, a distance of 90.21 feet to the POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in

Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses: (1) South 89°37' 02" East, a distance of 264.22 feet; (2) North 89°23' 01" East, a distance of 184.40 feet; (3) South 89°37' 02" East, a distance of 349.95 feet; (4) South 00°22' 58" West, a distance of 5.00 feet; (5) South 89°37' 02" East, a distance of 200.18 feet; (6) South 89°55' 22" East, a distance of 375.03 feet; (7) South 89°37' 02" East, a distance of 24.79 feet (8) North 00°22' 58" East, a distance of 6.00 feet; (9) thence South 89°37' 02" East, a distance of 906.88 feet; thence leaving said South Right-of-Way line, South 00°21' 56" West, a distance of 756.00 feet; thence North 89°51' 39" West, a distance of 1447.81 feet; thence South 00°07' 02" West, a distance of 182.33 feet; thence North 89°38' 59" West, a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line North 00°20' 29" East, a distance of 692.15 feet; thence leaving said East Right-of-Way line, South 89°40' 52" East, a distance of 260.00 feet; thence North 00°20' 29" East, a distance of 246.47 feet to the POINT OF BEGINNING.

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EXHIBIT "C"

DCH RESTRICTIONS

The "**Prohibited Uses**" on the DCH Property shall be limited to the following, solely:

- Single family homes;
- Arcades, game rooms or video parlors; provided, however, that the foregoing shall not be deemed to prohibit the installation and operation of arcades, game rooms or video parlors as an accessory use to another commercial use on Seller's Adjacent Property so long as it comprises no more than twenty percent (20%) of the total useable floor area within the other use;
- Gun range(s);
- outdoor entertainment venues; provided, however, that the foregoing shall not restrict the construction, use, operation and maintenance of outdoor patio areas accessory to other uses located on Seller's Adjacent Property (including outdoor musical entertainment on said outdoor patio areas);
- Trailer courts, mobile home parks, and recreation vehicle campgrounds;
- Trailers, tents, shacks, or barns except for (i) temporary trailers for construction and/or sales or leasing activities on Seller's Adjacent Property, (ii) temporary tents used for sale of seasonal items or special events, or (iii) barns or buildings used in conjunction with a bona fide agricultural use on Seller's Adjacent Property;
- Oil, gas or mineral exploration, drilling, boring, development, refining, quarrying, or mining operations and all construction and equipment incident thereto, oil or gas wells, shafts;
- Junk yards, scrap metal yards, automobile used parts (except if ancillary to a new car dealership and in an enclosed building, which will be deemed permitted) and/or dismantling operations and sanitary landfills except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials (*e.g.*, newspapers, metal cans, *etc.*);
- Dumping storage, disposal, incineration, treatment, processing or reduction of garbage, or refuse of any nature, except as incidental to the use, operation and ownership of Seller's Adjacent Property (or a portion thereof) in a manner which does not result in noxious odors emitting from Seller's Adjacent Property;

- Rummage sales or flea markets;
- Truck terminals, truck stop-type facilities or the use of any portion of Seller's Adjacent Property for overnight parking or storage of any trucks, mobile homes or other vehicles with four or more wheels except (i) in connection with a new car dealership (which may include the sale of used cars as a portion of the business of such dealership), (ii) incidental or ancillary parking (including overnight parking) of commercial vehicles used by a business operating on Seller's Adjacent Property, or (iii) a car rental agency, which may be permitted on Seller's Adjacent Property;
- Spa or massage parlors, unless operated by a licensed massage therapist whose employees are also licensed and remain fully clothed in providing massage and spa services (which will be permitted);
- Any industrial use (as the term "industrial" is defined in the County's Land Development Code), but expressly excluding the following uses, which are deemed permitted uses of the DCH Property (i) offices, (ii) medical offices, (iii) medical or veterinarian clinics or hospitals, (iii) research and development facilities, and (iv) enclosed warehouses;
- "Adult entertainment uses", which term shall mean, for the purposes hereof, any theater or other establishment which: (i) shows, previews, sells, rents, distributes or promotes in any way, movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) rated "X" by the movie production industry (or any successor rating established by the movie production industry), or otherwise of a pornographic or obscene nature; or (ii) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise;
- Any business or use that contains devices, equipment or facilities for the participation in, or to be used to hold any events, functions or programs that involve gambling, wagering, betting or other similar activities, where the participants have the opportunity to receive monetary or other consideration and irrespective of whether such activities or devices are lawful with the exception of the sale of lottery tickets and charity bingo activities so long as neither of the foregoing are the primary use of that business; and
- Go-cart racing, miniature golf, water rides, interactive water play areas, or other rides or other outdoor amusement park like uses.
- The sale or display of any drug paraphernalia primarily used in the use or ingestion of illicit drugs and any business or use that is prohibited by law
- A "second hand" store, tattoo or piercing parlor, a central laundry dry cleaning plant or Laundromat (except that a dry cleaner that performs all dry cleaning outside

Seller's Adjacent Property shall be permitted), any mortuary or funeral home, a pawn shop, or an automotive repair shop unrelated to a new car dealership.

EXHIBIT "D"

LENNAR RESTRICTIONS

The "**Prohibited Uses**" on the Lennar Property shall be limited to the following, solely:

- Any retail or commercial uses
- Any restaurants open to the general public (a private club restaurant is permitted)
- Any office uses
- Any industrial uses