

Pace Commons

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made and entered into this 22 day of July, 2025, by Bell Lane LLC, a Florida Limited Liability Corporation, which declares that, except as expressly provided otherwise below, all the property described in Article II shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article I

Definitions

Section 1. "Association" shall mean and refer to Pace Commons Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot by Declarant shall be those areas designated as "Recreation Area", "Pedestrian/Bike Path", "Park", "Stormwater Management Area" and all drainage easements, roads and rights of way (and any land not marked as Lots/Block lying within any such roads or right of way) on the recorded plat(s) of Pace Commons Phase One, and any future phases that may be annexed into Pace Commons Phase One.

Section 3. "Declarant" shall mean and refer to The Bell Lane LLC, a Florida Limited Partnership, its successors and assigns.

Section 4. "Lot" shall mean and refer to all of those Lots shown on the recorded subdivision plat(s) of Pace Commons Phase One.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

Section 6. "Assessments" shall mean those payments due pursuant to Article V, whether General or Special (as hereinafter defined), or a combination thereof.

Section 7. "Developer" shall mean The Bell Lane LLC, its successors and assigns. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them.

Section 8. "General Assessments" shall mean assessments levied to fund expenses applicable to all Members of the Association.

Section 9. "Properties" shall mean all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

Section 10. "Future Development" shall mean additional property adjacent to and near the Pace Commons Phase 1 Subdivision may be annexed for future development in accordance with the provisions established in this Declaration. These additional developments will increase traffic and create additional impacts to the Pace Commons Phase One Neighborhood. By purchasing a home in Pace Commons Subdivision, the buyer of the property agrees that they have been made aware of the additional development(s) and the impacts of that future development. Further, the buyer of the property understands and agrees that if the buyer were not willing to accept the impacts of additional development, the sellers of the property would not be willing to sell the property without the buyer's full acknowledgement and acceptance of these future impacts for said additional developments. All future owners of these future developments will have the same rights, privileges and benefits, along with the same responsibilities and obligations.

Section 11. All structures, yards, improvements, drives, and landscaping must be diligently and properly maintained at all times. This section does not apply to the Declarant or its agents.

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Article II

Property Subject to this Declaration; Additions Thereto

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Santa Rosa County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the scheme of this Declaration. Developer shall also have the right to add or withdraw property not previously conveyed to an Owner from the scheme of this Declaration. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Properties. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Association expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Santa Rosa County, Florida, a supplemental declaration with respect to the lands to be added.

Article III

Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the one vote for each such Lot shall be exercised as they determine.

Section 3. The Association shall have two classes of voting membership:

Class A. Class A shall be the owners (with exception of Declarant) of all lots in the Development (as it is constituted from time to time), who shall be entitled to one vote for each lot owned.

Class B. The only Class B member shall be Declarant or his assigns, which shall be entitled to 10 votes for each lot owned in the Development (as it is from time to time). The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; provided, however, that if, after conversion of Class B membership to Class A membership, the Development is thereafter increased (by an additional subdivision, addition thereto and or phase thereof being recorded, etc.) in accordance with Article II, Section 2 hereof) with the results that the total votes outstanding in Class A membership would not equal or exceed the total votes outstanding in Class B membership if there were then a Class B membership, the Class B membership shall thereupon automatically be re-instituted until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership. Class B members shall not be subject to any assessments or annual dues or any other fees on any lot it owns during the time that the Class B member owns any lot.

Section 4. Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant in any manner as long as the Declarant owns any parcel within the Development.

Article IV

Architectural Control

Section 1. No structure or other improvement shall be erected, altered or placed on any Lot in the subdivision until the design, location, plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of such structure or improvement have been approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by a majority vote of the Board of Directors of the Association, or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated Architectural Review Committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will be deemed to be denied.

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Section 2. The Architectural Control Board (ACB) shall initially consist of two (2) members, one who shall be Edwin Henry and the second a representative of the Bell Lane LLC. Up to two (2) additional members may be appointed to the ACB by Edwin Henry at any time after the completion of any platted phase; however, there shall never be more than three (3) members on the ACB at all times. The ACB shall appoint an Architectural Review Representative, who shall be a member of the board, to examine submissions by owners and applicants for compliance with these restrictions and covenants. If any of the members of the ACB shall resign, become unable to serve or die, then the remaining member(s) shall appoint a successor member(s) to the ACB. The ACB shall have the right to hire outside person(s) or firms experienced in such matters to review any plan that is submitted and compensate such persons, and pass those charges along to the applicant. Neither the ACB nor the Architectural Review Representative, shall receive any compensation for services rendered and performed hereunder; provided, however, that the ACB shall have the right to charge a modest fee for review of plans submitted in accordance with this article, such fee reasonably calculated to reimburse the ACB only for its actual out-of-pocket expenses (including employment of any professional advisors). The ACB shall have the right to inspect the Owners lot and improvements during initial construction and any subsequent construction approved by the ACB to ensure the construction is in accordance with the construction plans and specifications submitted to and approved by the ACB. Once occupied, the ACB shall also have the right to inspect the Owners lot to ensure that any enhancement to the building, structure, aesthetic qualities, and/or improvements requested by an Owner are in compliance with the specifications, submitted and approved by the ACB. Failure of an owner to carry out any improvement in accordance with the provisions of this Article shall subject such Owner to such equitable (including specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses. The ACB may bring an action at law against any owner or applicant who fails to comply with any requirement by the ACB. In such case the owner and applicant shall be responsible for paying all costs us such enforcement and any attorney's fees that may result.

Article V

Use Restrictions

Section 1. All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered or placed or permitted to remain on any residential Lot other than one single family structure with a private garage attached to the main structure or a detached garage in conformity with architectural design of the residential structure with a servant's room, tool room and/or laundry room attached to same. Any such permitted detached garage shall be set back so that the front thereof is no closer to the front street line than the front of the residential structure. Any other detached structure shall be setback so that the front thereof is no closer to the front street or side street than the rear of the main residential structure. Estate Lots shall be lots 1-22; 49-52 Block E; 1-9 Block F; 1-10 Block G; 51-52 Block H; 54-60 Block L; 11-19 Block U.

Section 2. For all Estate Lots: all buildings erected or constructed shall not exceed two and one-half stories in height and shall contain a minimum of 1900 square feet of habitable floor area. Estate Lots shall be lots 1-22; 49-52 Block E; 1-9 Block F; 1-10 Block G; 51-52 Block H; 54-60 Block L; 11-19 Block U. All buildings shall be set back 40 feet from the front Property line; Building setbacks for side lots shall be a minimum of 7 feet on one side and a minimum of 10% on the other side. There shall be one side setback that equals a minimum of .11 feet. Rear lot line setbacks shall be a minimum of 30 feet. No uncovered improvement such as a driveway, patio or other uncovered improvement shall be located nearer than 5 feet to the side or rear Lot lines. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed 10% of the particular setback distance in question. Additional waivers of the preceding setback requirements for cul-de-sac and nonrectangular Lots may be granted by the Board of Directors of the Association, or it's Architectural Review Committee.

Section 3. Non Estate lots: All buildings erected or constructed shall not exceed two and one-half stories in height and shall contain a minimum of 1400 square feet of habitable floor area. All buildings shall be set back 25 feet from the front Property line; Lots shall have a minimum of 7 feet side setbacks, Setbacks from the rear Lot line shall be 25 feet or more. Detached structures other than a garage shall be setback so that the front thereof is no closer to the front street or side street than the rear of the main residential structure. No driveway, patio or other uncovered improvement shall be located nearer than 5 feet to the side or rear Lot lines. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed 10% of the particular setback distance in question. Additional waivers of the preceding setback requirements for cul-de-sac and nonrectangular Lots may be granted by the Board of Directors of the Association, or it's Architectural Review Committee.

Section 4. The minimum square foot area of proposed buildings and structures or additions and enlargements thereto shall be determined by multiplying the outside length and width dimensions of each story of the building or structure, except that garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

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Section 5. No outside antennas, poles, masts, towers, satellite receiving dishes or the like (except commonly utilized house mounted television antennas) shall be erected on any Lot. Only 18" or smaller satellite dishes will be allowed upon approval of the ACB.

Section 6. All dwellings, yards, drives and landscaping must be maintained at all time. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the subdivision, the Association and/or any appropriate governmental agency.

Section 7. Outside clothes lines or other items detrimental to the appearance of the subdivision shall not be permitted on any of the Lots.

Section 8. All garbage and trash containers, bottled gas tanks and the like shall be kept clean and sanitary, and must be, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line.

Section 9. No trailer, house trailer, motor home, basement, tent, and, garage, barn or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence. No building that is unfinished on the exterior shall be occupied.

Section 10. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, trucks, vans and other such vehicles shall not be parked anywhere temporarily or permanently, except in garages, or in the rear behind the main residential structure.

Section 11. Noxious or offensive activity shall not be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

Section 12. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats and other household pets may be kept provided that they are duly licensed, if applicable, and do not constitute a nuisance, and further provided, that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged.

Section 13. No chain link fence shall be allowed and no fence shall be erected nearer to the front Lot line of the Lot than the front line of the residential structure and any such fence shall be of wood or other decorative material, shall be in conformity with the architectural design of the residential structure and shall not exceed 6 feet in height. Growing hedges may be used as fences on the front, side or rear of the property but shall not exceed 4 feet in height.

Section 14. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than 6 square feet advertising the property for sale, or signs used by a builder to advertise the property during construction.

Section 15. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be resub-divided into an equal or lesser number of contiguous parcels provided that (a) the square foot area of each resub-divided parcel equals or exceed the square foot area of the smallest platted Lot which was resub-divided, and (b) the Board of Directors of the Association or its Architectural Review Committee shall approve the same by an instrument recorded in the Public Records of Santa Rosa County, Florida. Thereafter, such resub-divided Lots shall constitute Lots for purposes of this Declaration.

Section 16. A general utility easement 5 feet in width along all interior and rear Lot lines of each Lot for purposes of installation and maintenance of public utilities and drainage easements is hereby reserved. Within such easements, no structures, planting or other materials of a permanent nature shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities, or which may change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through any such drainage channels. This easement area of each Lot and all improvements within same shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. In the event the easements herein provided for are less than that indicated upon the recorded plat of the subdivision, the easement reflected upon the recorded plat shall govern.

Section 17. The Board of Directors of the Association, or its Architectural Review Committee, shall by a 2/3 vote have the authority to waive in writing minor violations of any of the provisions of this Article V (including waivers in excess of the 10% standard set forth in Section 2 of this Article) and/or grant minor deviations or variances where it is clearly demonstrated by the Owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located and the subdivision as a whole, and, that same is consistent with a first class single residential subdivision. Neither the Board of Directors of the Association, or its Architectural Review Committee, nor any of either's members, shall in any way or manner be held liable to any Owner,

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the Association, or any other person or entity for its good faith exercise of the discretionary authorities conferred by this Section.

Section 18. No drilling, mining, exploration or the like for oil, gas or other minerals shall be permitted or allowed on or under any Lot in the Subdivision.

Section 19. Drainage easements shall not be fenced in any manner that will prohibit access and use. Existing or future drainage easements and stormwater treatment facilities shall not be obstructed in any way that will alter the natural and normal flow of stormwater. Within these easements and facilities, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or retard the flow of water through the facility or easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which any governmental entity providing public or private utility service, including maintenance of drainage easements and stormwater treatment facilities, is responsible.

Section 20. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, builders are required as a part of the Building Permit issued by Santa Rosa County to contour each building lot to provide a contiguous drainage pattern from lot to lot within the Subdivision as approved by Santa Rosa County. These drainage patterns shall not be altered by Lot Owners by the construction of pools, accessory buildings, landscaping or any other additions made by the owner after the initial certificate of occupancy is issued by Santa Rosa County. Lot Owners shall be required to maintain all such drainage patterns as initially installed by each builder.

Article VI

Assessments

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of any Common Area, any real property owned by the Association or any public property adjacent to or in the vicinity of the Lots. The Association shall have the obligation to maintain the Common Areas including, without limiting the generality of the foregoing any and all drainage facilities, structures, holding and retention ponds, roads, curbing, street signs, street lights, easements and the like, whether denominated as such on the recorded plat and shall pay all ad valorem real property taxes assessed upon it. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the private roads and other Common Areas.

Section 3. Annual Assessment. Until January 1, 2025, the maximum annual assessment shall be \$350 per Estate Lot, and \$250 for each non estate lot.

A. From and after June 1, 2025, the maximum annual assessment may be increased each year not more than 25% above the potential maximum assessment for the previous year without a vote of the membership.

B. From and after June 1 2025, the maximum annual assessment may be increased above the 25% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

D. Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital

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improvement upon any Common Area, real property owned by the Association or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this article shall be sent by United States Mail, postage prepaid, to all Owners (as of 30 days prior to date of mailing such notice) not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 1/3 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each class of Lots. However, notwithstanding any other provision elsewhere contained in this Declaration, Declarant shall never be obligated to pay any annual or special assessment for any Lots owned by it. Builders shall not be assessed with any due or fee during the time of their ownership, unless they move into the home and use it as a residence. The owner of the home that purchases it after the builder has completed it and sold it shall be subject to all dues, fees and assessments.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 9. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 10. Maintenance. In the event an Owner shall fail (after 30 days written notice from the Association sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, The Association may, after approval of 2/3 vote of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 30 days after written demand therefore), as well as reasonable attorney's fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of such Lot at the time such maintenance is performed.

Article VII

Common Area

Section 1. Owners' easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed 90 days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;
- C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast 2/3 of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days and no more than 60 days in advance; provided, however, that for a period of 2 years from date of recording this Declaration, Developer may, without action of the Association, grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Areas which Developer, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;
- D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgagee in said properties shall be subordinate to the rights of Owners hereunder;
- E. The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of Recreational facilities or private parks by published rules and regulations, including the number of guests and prescribing hours of usage.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, contract purchasers who reside on the property, contractors performing work for the Owner, suppliers and surveyors of services solicited by the Owner, and deliverymen.

Section 3. Grant/Reservation of Easements.

- A. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, firefighting and postal or delivery organizations, and to any other persons, organizations or governmental entities who, in the normal course of their operation respond to public or private emergencies, or who provide public or private utility services, including maintenance of stormwater treatment facilities. In the event that the maintenance by a governmental entity of the stormwater treatment facilities requires performance of any maintenance activity within the Common Areas for which the Association is responsible, such governmental entity shall have the right to enter and perform such necessary maintenance, and assess the reasonable costs thereof against the Association.
- B. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas for purposes of construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Lots within Pace Commons.

Article VIII

General Provisions

Section 1. The Association, the Declarant, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provision of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said

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Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restrictions, covenant or lien.

Section 2. Invalidation of any one of the covenants, conditions, reservations or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of this Declaration shall run with and bind the land; shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of 35 years from the date this restated Declaration is recorded, unless amended by an instrument signed by 2/3 of the then Lot Owners. After the initial 35 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within three years after date hereof. Any amendment of this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Additional residential property and Common Areas may be annexed by Declarant whereupon the Owners of such additional property shall thereupon and thereafter have the same rights, privileges and benefits, including, but not limited to, the right to use the Common Areas, and be subject to the same responsibilities and obligations as if such annexed Lot and/or building sites (and the Owners of same) were originally described herein, unless otherwise agreed between Declarant and the Association at the time of annexation.

Section 5. Neither the Association, the Architectural Control Board, the Architectural Review Representative nor Declarant shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions, reservations and covenants herein contained or to any Owner or any other person or entity for any violation of such restrictions set forth herein by any Owner other than itself.

Section 6. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverted or forfeiture of title.

Section 7. Notwithstanding anything to the contrary herein contained, the Declarant may until Declarant's development and sales activities for the development are in Declarant's good faith opinion complete, construct and maintain within the Subdivision (or from time to time move it to another location within the Subdivision or future phases of the Subdivision) sales development centers for use by Declarant, his employees, contractors, and agents, as Declarant in good faith determines, providing same are neat in appearance and properly maintained.

Section 8. Developers Easement. Declarant hereby reserves a nonexclusive perpetual right of access easement to the Developer and/or Declarant and their assigns over, across, under, in and to all private roads, easements and parcels in the subdivision for construction and development of additional phases of the Subdivision, access to and from any lots within any additional phases of the subdivision, to install utilities and perform maintenance on such, and for such other purposes and uses as the Developer deems appropriate or necessary in connection with the construction or development of additional phases of the Subdivision.

Section 9. Signage. All references covering signage are documented in the Architectural Guidelines. For more information pertaining to this topic please refer to these guidelines. Builders shall be permitted to place signage on all lots which they own, and at the Subdivision entrance. No marketing/sales sign shall be placed upon the Subject Property by any Owner, the Association or anyone else until the design, and specifications demonstrating the size, shape, height, material, color and location of any sign have been submitted to and approved in writing by the Architectural Review Committee.

Section 10. Surface Flow and Erosion Control. No one shall change the natural contours of the land causing undue and harmful flow of surface water drain adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patterns shall not be altered. During the construction of any improvements on any Lot, the Owner must barricade said Lot to prevent dirt erosion onto any streets, waterways, adjacent Lots and the Common Areas. If the Owner does not so barricade to prevent dirt erosion, the Association can so barricade, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs of such barricading, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of said barricading and reasonable administrative fee, the Association shall have all rights granted to it under Article VI, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

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Section 11. Easements Prohibited. No Lot Owner may grant easements across the Owner's lot for ingress and egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Declarant or the Association as required.

Section 12. Storm Shutters. The Architectural Review Committee shall have the right, as part of the Architectural Guidelines, to establish specifications for storm and hurricane shutters, which may include color, style and other factors deemed relevant by the Architectural Review Committee. In the event an Owner uses temporary (e.g. plywood) or other than professionally installed permanent storm or hurricane shutters for boarding up or protecting a home during the time of a tropical storm or hurricane, the Owner must remove the same within two weeks after the tropical storm or hurricane.

Section 13. Garage Sales. No Lot shall be permitted to have more than two (2) garage, rummage or similar sales during any calendar year. Any such garage, rummage or similar sale shall be held only on Saturday between the hours of 8:00 A.M. and 4:00 P.M.

Section 14. Trees. With the singular exception of pine trees, no tree located on any Lot which has a diameter of twelve inches (12") or greater, as measured at four feet (4') above ground level, may be removed or cut by any Owner or any Owner's contractors or subcontractors without the prior written approval of the Architectural Review Committee, unless such tree is located within 5' of the building area or footprint of the proposed residential structure, driveway or sidewalk to be built or located on such Lot.

IN WITNESS WHEREOF, the Declarant, in pursuance of due and proper action, has executed these presents, causing its name to be signed by its General Partner this 22 day of July, 2025.

U.I.L. Family Limited Partnership

By: [Signature]

Witness

SARAH MCNORTON

Print Name

[Signature]

Witness

Adam Ellison

Print Name

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 22nd day of July, 2025, by Edwin Henry as General Partner on behalf of U.I.L. Family Limited Partnership, a Florida Limited Partnership, who personally appeared before me at the time of notarization and is personally known to me and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]

Print Sharon A. Dosen

State of Florida at Large

(Seal)

My Commission Expires: 5-4-2027

Prepared By:
Sarah McNorton
4229 Hwy. 90
Pace, Fl. 32571

