

Prepared by:
Stephen R. Moorhead, Esquire
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
SRM-07-2042

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR STONECHASE PHASE I AND
NOTICE OF ANNEXATION**

This First Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I and Notice of Annexation is made this ____ day of December, 2017, by PACE PROPERTIES, LLC, a Florida limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated October 19, 2009, is recorded in Official Records Book 2942, at Page 1139¹; and was amended by: (a) Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated January 22, 2010, and recorded in Official Records Book 2954, at Page 2088; (b) Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated November 22, 2013, and recorded in Official Records Book 3310, at Page 467; and (c) Certificate of Amendment and Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated November 12, 2014, and recorded in Official Records Book 3386, at Page 1733 (as amended, the “Declaration”);

WHEREAS, Declarant has developed an additional phase known as Stonechase Phase II, and upon final approval by Santa Rosa County, Florida, shall record the plat of said addition; and

WHEREAS, pursuant to Article II, Section 2.2, of the terms and conditions of the Declaration, Declarant desires to, and has the right to, annex additional residential real property and common areas, if any, as described on the plat of Stonechase Phase II, to be encumbered and restricted by the aforementioned Declaration and to amend the Declaration as it applies to such residential real property being annexed hereby.

NOW, THEREFORE, effective as of the date of recording of this instrument in the public records of Santa Rosa County, Florida, that certain real property described in the attached Exhibit “A” (“Phase II Property”) shall be encumbered by and subject to each and all of the provisions of the Declaration, as if originally encumbered thereby.


(end of text – signature page to follow)

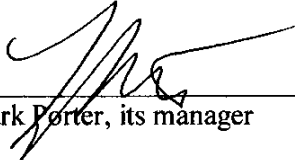
¹ All recording references are to the public records of Santa Rosa County, Florida.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal this _____ day of December, 2017.

Signed, sealed and delivered
in the presence of:

PACE PROPERTIES, LLC, a Florida
limited liability company

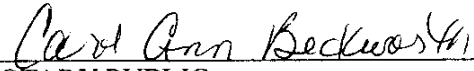

Print Name: DAVID HIGGINS

By: 
Mark Porter, its manager

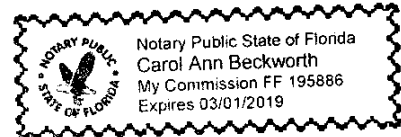
Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of December, 2017, by Mark Porter, as manager of Pace Properties, LLC, a Florida limited liability company.


NOTARY PUBLIC
Print Name: CAROL ANN BECKWORTH

____ Personally known
OR
____ Produced Identification
____ Type of Identification produced _____



Prepared by:
Stephen R. Moorhead, Esquire
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
SRM-07-2042

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR STONECHASE PHASE I**

This Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I is made this _____ day of December 2017, by PACE PROPERTIES, LLC, a Florida limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated October 19, 2009, is recorded in Official Records Book 2942, at Page 1139¹; and was amended by: (a) Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated January 22, 2010, and recorded in Official Records Book 2954, at Page 2088; (b) Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated November 22, 2013, and recorded in Official Records Book 3310, at Page 467; and (c) Certificate of Amendment and Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, dated November 12, 2014, and recorded in Official Records Book 3386, at Page 1733 (as amended, the “Declaration”);

WHEREAS, Declarant has developed an additional phase known as Stonechase Phase II, and upon final approval by Santa Rosa County, Florida, shall record the plat of said addition;

WHEREAS, Declarant has recorded in the public records of Santa Rosa County, Florida a First Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I and Notice of Annexation (“Supplemental Declaration”) annexing the property described in the attached Exhibit “A” (the “Annexed Property”); and

WHEREAS, pursuant to Article XI, Section 11.6, of the terms and conditions of the Declaration, this instrument has been signed by more than fifty percent (50%) of the Lot Owners with voting rights as set forth in Article VI, Section 6.2 of the Declaration and by Declarant.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant declares as follows:

1. Annexation of Stonechase Phase II. As indicated in the Supplemental Declaration, the Annexed Property is encumbered by and subject to each and all of the provisions of the Declaration, as if originally encumbered thereby.

¹ All recording references are to the public records of Santa Rosa County, Florida.

2. Amendment to the Declaration. The Declaration is hereby amended as follows:

A. The title of the Declaration is amended to read as follows:²

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

~~STONECHASE-PHASE I~~

B. Article I, Section 1.8 is amended to read as follows:

1.8 “Common Property” means those tracts of land that are (i) deeded to the Association and designated in the deed as Common Property, or (ii) labeled as a Common Area, or a Recreation Area (such as a “Park”) on the Plat. The term “Common Property” also means any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. “Common Property” does not mean any area that is (i) dedicated in the plat to the county or municipal government or other party other than the Association, or (ii) sold or dedicated to the Association. In the event any property serves, is used by or benefits the Owners of Lots in Stonechase ~~Phase I~~, upon the tender of the deed to such property by Declarant or Declarant’s successors or assigns, the Association shall accept delivery of such deed.

C. Article I, Section 1.9 is amended to read as follows:

1.9 “Declarant” means Pace Properties, LLC, a Florida limited liability company, its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered “Declarant” as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to Declarant’s interest in Stonechase ~~Phase I~~ or any portion thereof. The deed of one or more lots in Stonechase ~~Phase I~~, without a specific assignment, shall not constitute an assignment of any of the rights reserved to Declarant in this Declaration.

D. Article I, Section 1.10 is amended to read as follows:

1.10 “Declaration” means this Declaration of Covenants, Conditions, Restrictions, and Easements for Stonechase ~~Phase I~~ and all supplements and amendments to this Declaration.

E. Article I, Section 1.11 is amended to read as follows:

1.11 “Drainage System” means all drainage rights of way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, buffer zones,

² Underlined words are added and stricken words are deleted.

swales, conduits, weirs, pipes, pumps and berms which may be shown on the Plat or the construction plans of Stonechase ~~Phase I~~, which plans may be viewed or obtained from the Santa Rosa County Planning and Engineering Departments or from Declarant. The "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharge from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

F. Article I, Section 1.18 is amended to read as follows:

1.18 "Plat" means, collectively, the plats of Stonechase ~~Phase I~~ as recorded in Plat Book 11 and Page 41 of the public records of Santa Rosa County, Florida and Phase II to be recorded in the public records upon final approval of Santa Rosa County, Florida and the plats of any additional land annexed to and made part of Stonechase ~~Phase I~~, from time to time.

G. Article I, Section 1.21 is amended to read as follows:

1.21 "Subdivision" refers to Stonechase ~~Phase I~~ and Phase II, the plat of which is recorded in the public records of Santa Rosa County, Florida, at the plat book and page set forth above, and to any land later made subject to this Declaration, from time to time.

H. Article I, is amended to add the following Section:

1.22 "Stonechase" refers to all real property and improvements, including all Common Property, subject to this Declaration and reflected in the Plat as recorded in the public records of Santa Rosa County, Florida, and to any additional property annexed as provided in this Declaration, from time to time.

I. Article II, the introductory paragraph is amended as follows:

This article describes the real property of which Stonechase ~~Phase I~~ will initially be comprised, and provides the method by which additional property may be added.

J. Article II, Section 2.2(a) is amended to read as follows:

(a) Parties Authorized to Annex Property. Additional property (including, without limitation, the Additional Property) may be annexed by the following parties:

(i) By Declarant. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Stonechase ~~Phase I~~, if such property is adjacent to or abuts: any property shown on the Plat, or any property which is adjacent to or abuts any property previously annexed to Stonechase ~~Phase I~~, including, without limitation, the Additional Property. In determining whether the property to be annexed is adjacent to or abuts the

property shown on the Plat, Declarant may disregard any roads that are situated between the property shown on the Plat and the property to be annexed.

(ii) By Association. Additional property may be annexed to Stonechase ~~Phase I~~, by the Association, but only after the termination of the Class B Membership.

(b) Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by either Declarant, its assigns, or the president of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in common expense; provided, however, that exemptions which exempt Declarant, its successors or assigns from assessments are allowed so long as the exemption is not expended beyond the exemptions contained in this Declaration. Upon recording the Supplemental Declaration, the annexed property will become part of Stonechase.

K. Article III, Section 3.4(n) is amended to read as follows:

(n) Signs. No signs of any kind shall be displayed to general view on any Lot (whether freestanding, attached to a Building, or displayed in a window) except under any of the following circumstances:

(i) Directional or traffic signs and entrance or other identification signs may be installed by or with the consent of the appropriate governmental authority, by Declarant, or by the Board;

(ii) Declarant and Principal Builders may display signs for the sale of Lots, homes and promotion of the Subdivision;

(iii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such owner; and

(iv) A small sign indicating a security company may be displayed near the front door. A sign no larger than two feet by three feet, advertising a company may be displayed, but only during the period that the company is working on the property on which the sign is displayed. No other signs may be displayed either inside or outside the

building of any lot except for special occasions such as garage sales or parties and then for a period not to exceed twenty-four (24) hours; and

Notwithstanding the foregoing, ~~as long as Declarant, its successors or assigns, and the Principal Builders, their successors and assigns, own a Lot in the Subdivision, it shall have the absolute right to whatever signage with the Subdivision it deems suitable in its sole discretion.~~
the Architectural Review Committee will have absolute authority for approval of any signs.

L. Article III, Section 3.4(o) is amended to read as follows:

(o) Fences. No fences may be erected on any Lot without prior written approval of the Architectural Review Committee. All fences, hedges, walls or the like constructed upon any Lot shall comply with Santa Rosa County regulations. As a general guideline all fences shall be of pressure-treated wood and six feet in height. Fences shall remain natural in color. The rear Lot line shall be defined as being approximately parallel to the rear corners of the home and perpendicular to the boundary of the side Lot lines.

(i) Blackstone Lots and Deer Pointe Lots: On Blackstone Lots and Deer Pointe Lots, ~~unless otherwise approved by the Architectural Review Committee~~
unless otherwise approved by the Architectural Review Committee, no fence may be constructed and no hedge planted closer to the street than twenty (20) feet behind or to the rear of the front face of the front corner of the dwelling (excluding garage) located on a Lot, or if a corner Lot, nearer to the side street than the building setback required from the side street. This restriction does not apply to any growing hedge that does not exceed three feet in height.

(ii) Arrowhead Lots: On Arrowhead Lots, ~~unless otherwise approved by the Architectural Review Committee~~
unless otherwise approved by the Architectural Review Committee, no fence may be constructed and no hedge planted closer to the street than the rear corners of the home, excluding covered patio, or if a corner Lot, nearer to the side street than the building setback required from the side street.

a. Patio Lots (Defined as - Block "E" "F" "G" "H"): unless otherwise approved by the Architectural Review Committee, no fence may be constructed and no hedges planted closer to the street than ten (10) feet from the rear corners of the home or if a corner Lot, nearer to the side street than the building setback required from the side street. All fences shall be Shadow Box.

b. Estate Lots (Defined as - Block "A" "B" "C" "D"): unless otherwise approved by the Architectural Review Committee, no fence may be constructed and no hedge planted closer to the street than twenty (20) feet behind or to the rear of the front face of the front corner of the dwelling (excluding the garage) located on a Lot, or if a corner Lot, nearer to the side street than the building setback required from the side street.

This restriction does not apply to any growing hedge that does not exceed three feet in height. All fences shall be Shadow Box.

M. Article III, Section 3.4(aa) is amended to read as follows:

(aa) Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on any Lot unless approved by the Architectural Review Committee. Any such building shall meet the following requirements:

(i) Construction shall be of brick or ~~vinyl~~ Hardie or comparable siding and the roof constructed using fiberglass shingles. The building shall be of a color and quality comparable to the main house on the Lot. No vinyl siding will be allowed.

(ii) No metal buildings shall be permitted and no building shall be moved onto the Lot from another location.

(iii) The total area of the building shall not exceed 170 square feet and shall be located no closer than 5 feet from the side and rear property lines of the Lot.

(iv) No building or design shall violate the rules and regulations of Santa Rosa County, Florida.

N. Article III, Section 3.4 is amended to add the following subsection:

(cc) Flags. A homeowner may display one portable, removable United States Flag or official flag of the State of Florida, in a respectful place and manner as required by Section 720.3075, Florida Statutes, and one other portable, removable flag authorized by Section 720.304(2)(a), Florida Statutes, in a respectful place and manner, to be no larger than four and one-half feet by six feet. The Architectural Review Committee will have absolute authority for approval of any flags.

O. The title of Article VI, is amended as follows:

**ARTICLE IVI
ASSOCIATION ORGANIZATION**

P. Article XI, Section 11.3 is amended to read as follows:

11.3 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Declarant, the Association, or any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. In compliance with Florida Statute Section 720.305(2), the Association may levy fines up to \$100 per violation against any Owner, or any Owner's tenant, guest or invitee for the

failure of the Owner or its occupant, licensee, or invitee to comply with any provision of the Declaration, Bylaws, or rules established by the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorneys' fees and costs from the non-prevailing party as determined by the court. In addition, the Association may suspend the right of an Owner, or any Owner's tenant, guest or invitee, to use the Common Property and facilities for the failure of the Owner or its occupant, licensee, or invitee to comply with any provision of the Declaration, Bylaws, or rules established by the Association. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The Florida Department of Environmental Protection and Santa Rosa County, Florida will have the right to enforce, by proceedings at law or in equity, the provisions contained in the Declaration that relate to the maintenance, operation, and repair of the Drainage System.—~~All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this Declaration.~~ ALL PARTIES AGREE THAT ANY DISPUTE SHALL BE DETERMINED BY A JUDGE AND NOT A JURY, AND WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF THIS DECLARATION.

Q. Article XI, Section 11.14 is amended to read as follows:

11.14 NOTICE IS HEREBY GIVEN THAT THE ROADS WITHIN STONECHASE PHASE 4 ARE PRIVATE ROADS AND THE MAINTENANCE OF SUCH IS THE RESPONSIBILITY OF THE ASSOCIATION.


3. Ratification. Other than as modified, the Declaration remains in full force and effect and is hereby ratified.


(end of text – signature pages to follow)

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal this _____ day of December, 2017.

Signed, sealed and delivered
in the presence of:

PACE PROPERTIES, LLC, a Florida
limited liability company

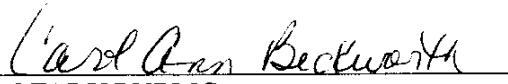

Print Name: DAVID HIGGINS

By: 
Mark Porter, its manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of December, 2017, by Mark Porter, as manager of Pace Properties, LLC, a Florida limited liability company.


NOTARY PUBLIC
Print Name: CAROL ANN BECKWORTH

Personally known
OR
 Produced Identification
Type of Identification produced _____

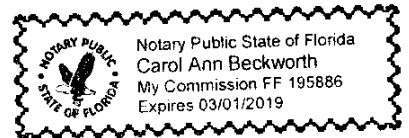


EXHIBIT "A"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 30 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 03 DEGREES 41 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SECTION 25, FOR A DISTANCE OF 511.53 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF QUINTETTE ROAD, STATE ROAD NUMBER 184 (100' R/W); THENCE, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF QUINTETTE ROAD, CONTINUE SOUTH 03 DEGREES 41 MINUTES 17 SECONDS WEST ALONG AFORESAID EAST LINE OF SECTION 25, FOR A DISTANCE OF 3582.73 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE SOUTH 03 DEGREES 41 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF SECTION 25, FOR A DISTANCE OF 100 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF A CREEK; THENCE MEANDER SOUTHWESTERLY ALONG SAID CENTERLINE OF CREEK FOR A DISTANCE OF 1603 FEET MORE OR LESS; THENCE, DEPARTING SAID CENTERLINE OF CREEK, GO NORTH 27 DEGREES 04 MINUTES 24 SECONDS WEST, FOR A DISTANCE OF 85 FEET MORE OR LESS TO A POINT, SAID POINT LYING SOUTH 82 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 1379.65 FEET FROM THE AFOREMENTIONED POINT "A"; THENCE CONTINUE NORTH 27 DEGREES 04 MINUTES 24 SECONDS WEST, FOR A DISTANCE OF 273.14 FEET; THENCE GO NORTH 44 DEGREES 33 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 156.42 FEET; THENCE GO NORTH 03 DEGREES 33 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 327.01 FEET FOR THE POINT OF BEGINNING; THENCE GO SOUTH 86 DEGREES 55 MINUTES 05 SECONDS EAST, FOR A DISTANCE OF 135.56 FEET TO A POINT ON A CURVE; THENCE GO NORTHWESTERLY ALONG A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET, FOR AN ARC OF 25.46 FEET (DELTA = 14 DEGREES 35 MINUTES 17 SECONDS, CHORD BEARING = NORTH 03 DEGREES 44 MINUTES 20 SECONDS WEST, CHORD DISTANCE = 25.39 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 03 DEGREES 33 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 6.00 FEET; THENCE GO NORTH 59 DEGREES 19 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 60.45 FEET; THENCE GO SOUTH 86 DEGREES 26 MINUTES 41 SECONDS EAST, FOR A DISTANCE OF 132.33 FEET; THENCE GO NORTH 03 DEGREES 33 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 2665.00 FEET; THENCE GO NORTH 80 DEGREES 31 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 199.51 FEET; THENCE GO SOUTH 33 DEGREES 35 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 92.88 FEET; THENCE GO NORTH 55 DEGREES 24 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 50.01 FEET; THENCE GO NORTH 33 DEGREES 35 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 151.66 FEET; THENCE GO NORTH 80 DEGREES 38 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 113.67 FEET; THENCE GO NORTH 56 DEGREES 24 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 280.88 FEET; THENCE GO SOUTH 33 DEGREES 35 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 130.00 FEET; THENCE GO NORTH 56 DEGREES 24 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 122.44 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 365.00 FEET AND BEING CONCAVE NORTHWESTERLY; THENCE GO

NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 365.00 FEET, FOR AN ARC DISTANCE OF 23.64 FEET (DELTA = 3 DEGREES 42 MINUTES 42 SECONDS, CHORD BEARING = NORTH 54 DEGREES 33 MINUTES 06 SECONDS EAST, CHORD DISTANCE = 23.64 FEET); THENCE GO NORTH 07 DEGREES 08 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 93.92 FEET; THENCE GO SOUTH 59 DEGREES 01 MINUTES 36 SECONDS EAST, FOR A DISTANCE OF 47.77 FEET; THENCE GO NORTH 26 DEGREES 31 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 50.15 FEET TO THE INTERSECTION WITH A CURVE HAVING A RADIUS OF 25.00 FEET AND BEING CONCAVE NORTHERLY;

THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.27 FEET (DELTA = 90 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING = NORTH 75 DEGREES 58 MINUTES 24 SECONDS EAST, CHORD DISTANCE = 35.36 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 30 DEGREES 58 MINUTES 24 SECONDS EAST, FOR A DISTANCE OF 78.94 FEET; THENCE GO NORTH 15 DEGREES 34 MINUTES 19 SECONDS WEST, FOR A DISTANCE OF 72.79 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF QUINTETTE ROAD; THENCE GO NORTH 59 DEGREES 01 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF QUINTETTE ROAD, FOR A DISTANCE OF 680.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MYREE LANE (50' RIGHT-OF-WAY); THENCE GO NORTH 86 DEGREES 46 MINUTES 59 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MYREE LANE, FOR A DISTANCE OF 323.55 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF MYREE LANE, GO SOUTH 03 DEGREES 13 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 155.16 FEET; THENCE GO NORTH 86 DEGREES 26 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 80.00 FEET; THENCE GO SOUTH 03 DEGREES 33 MINUTES 19 SECONDS WEST, FOR A DISTANCE OF 50.00 FEET; THENCE GO NORTH 86 DEGREES 26 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 126.52 FEET; THENCE GO SOUTH 03 DEGREES 33 MINUTES 19 SECONDS WEST, FOR A DISTANCE OF 3406.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP-2-NORTH, RANGE-30-WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 35.84 ACRES MORE OR LESS.

JOINDER OF MORTGAGEE

Whitney Bank d/b/a Hancock Bank, the owner and holder of a mortgage encumbering the property known as _____ as described in the foregoing Declaration, hereby consents to and joins in the Notice of Annexation and Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Stonechase Phase I.

Nothing contained herein shall be deemed to or in any way limit or effect the mortgage held by Whitney Bank over the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said mortgagee to the Declaration.

Signed, sealed and delivered in our presence as witnesses:

WHITNEY BANK, a Mississippi state chartered bank

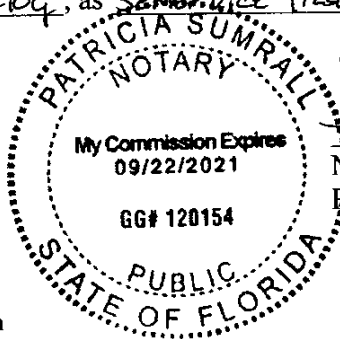
Patricia Sumrall
Print Name: Patricia Sumrall

By: [Signature]
Robert C Maloy its Senior Vice President

Debra Sears
Print Name: Debra Sears

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of December, 2017, by Robert Maloy, as Senior Vice President of WHITNEY BANK, a Mississippi state chartered bank.



Patricia Sumrall
NOTARY PUBLIC
Print Name: Patricia Sumrall

Personally known
OR
 Produced Identification
Type of Identification produced _____