

This instrument prepared by:
SUZANNE BLANKENSHIP, ESQUIRE
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, FL 32502
Phone: (850) 466-3255
Our File No. 12-40-1379

**CERTIFICATE OF AMENDMENT AND THIRD AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR STONECHASE PHASE I**

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I (the "Third Amendment") is made this 12th day of November, 2014.

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 1139 of the Public Records of Santa Rosa County, Florida (the "Declaration"); and

WHEREAS, the Declaration has been amended by that certain 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 of the Public Records of Santa Rosa County, Florida, and by that certain 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 of the Public Records of Santa Rosa County, Florida; and

WHEREAS, in accordance with Article XI, Section 11.6(c) of the Declaration, this instrument has been signed by Owners of fifty percent (50%) or more of the Lots and by Declarant, Pace Properties, LLC; and

WHEREAS, all provisions of the Declaration not specifically amended hereby or amended as indicated above shall remain in full force and effect as existing on the date hereof.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do agree that, effective as of the date of recording of this instrument in the public records of Santa Rosa County, Florida, the lots in Stonechase Phase I shall be encumbered by and subject to each and all of the provisions of this Third Amendment:

Article III, Section 3.4 shall be amended to add the following:

(bb) Garage Sales. Garage sales and related activity shall be restricted in the Subdivision to provide for the safety and welfare of the residents of the Subdivision. Garage sales (or any similar type of sale) may only be held on the 1st Saturday in May and the 1st Saturday in October as a community-wide event for the Subdivision. The Board of Directors (or a committee appointed by the Board for this purpose) shall have the exclusive right to organize the semi-annual garage sales and to publish rules and regulations governing all aspects of the sale including, but not limited to, advertising, signage, access and hours of

operation. Except as stated above, the advertising for, conducting of and any other matters incident to any garage, rummage or similar type of sale, barter or exchange activities by any Owner or any other person upon any Lot or any other place within the Subdivision is strictly prohibited. Any sign or similar item advertising or otherwise promoting any garage sale which is placed upon any Lot or any other place in the Subdivision, or which is placed upon any other property relating to a garage sale within the Subdivision, may be removed by or at the direction of the Board of Directors. Upon removal of any such sign or similar item, it shall immediately become the sole property of the Association and may be destroyed or otherwise disposed of by or at the direction of the Board. The decision of the Board of Directors that a violation of this restriction has occurred shall be final so long as made in good faith. Neither the Association nor any of its officers, directors, agents, or employees shall be subject to any liability for trespass, tort or otherwise in connection with or arising from any entry upon properties, or removal or disposition of any sign or similar item as provided for in this restriction. The foregoing shall be cumulative of all other rights and remedies of the Association.

Article V, Section 5.2 subsection (a) shall be amended as follows:

5.2 Maintenance; Management; Contracts.

- (a) Association Responsibility. The Association will be responsible for the management, control, and improvement of the Common Property which includes, without limitation, the Drainage System and the right of ways shown on the Plat as Stonechase Boulevard, Dunridge Drive, Wych Elm Drive, Laurel Creek Drive and Augustine Drive, and must keep the same attractive, clean, and in good repair in accordance with the Declaration and applicable governmental regulations. Accordingly, access to the Subdivision, including its Lots, roadways and other Common Property is intended to be controlled by a staffed security gate and/or an electronic controlled access gate and regulated by reasonable rules promulgated by the Board of Directors for the safety and security of the Subdivision. Owners and other permanent residents shall be issued an annual permit allowing use of the streets and roadways within the Subdivision to the extent of the easement rights created in this Declaration. Regular service providers such as school buses and utility providers may be granted access to the streets and roadways for such purposes. Guests and invitees of Owners or Declarant (including Declarant's employees, agents, contractors and material suppliers) may gain entry by temporary permit only. Rules and regulations governing the issuance of permits and terms of use may be established from time to time by the Board of Directors, and same may be published and made available to any resident, nonresident, or such guests and invitees at the gate of the Subdivision. The Association shall maintain the right to deny entry of any guest or invitee into the Subdivision if it cannot be established that such person or persons are in fact invited into the Subdivision by a person or entity with easement rights and authority to grant such permission. The Association reserves the right to seek the prosecution of violators of this subsection and assumes no liability to any permittee or any other party should roadway access to the Subdivision be temporarily unavailable at any time.

[END OF TEXT]

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment and Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase I, be executed in its name by its president and attested to by its secretary, this 12th day of November, 2014.

Witnesses:

STONECHASE HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation

Amy C. Scott
Print Name: Amy C. Scott

Sandra Gear
Print Name: Sandra Gear

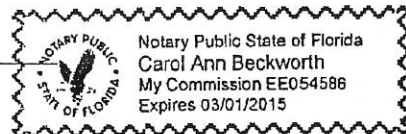
By: Milton C. Rogers
Milton C. Rogers, its president

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 12th day of November, 2014, by Milton C. Rogers, president, Stonechase Homeowners' Association, Inc., a Florida not-for-profit corporation.

Carol Ann Beckworth
NOTARY PUBLIC
Print Name: Carol Ann Beckworth

Personally Known
OR
 Production Identification
Type of Identification Produced _____



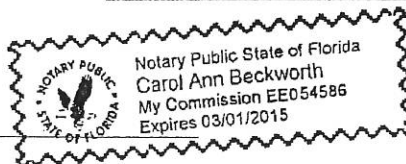
ATTEST: Daniela Cinicola
DANIELA CINICOLA, Its Secretary

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 12th day of November, 2014, by Donna Cinicola, secretary of Stonechase Homeowners' Association, Inc., a Florida not-for-profit corporation.

Carol Ann Beckworth
NOTARY PUBLIC
Print Name: Carol Ann Beckworth

Personally Known
OR
 Production Identification
Type of Identification Produced _____



DECLARANT AND OWNER OF 102 LOTS:

Witnesses:

[Signature]
Print Name: DANIELA CINICOLA

[Signature]
Print Name: Sandra Geier

PACE PROPERTIES, LLC,
a Florida limited liability company

By: [Signature]
Milton C. Rogers, its manager

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 12th day of November, 2014, by Milton C. Rogers, manager, Pace Properties, LLC, a Florida limited liability company.



[Signature]
NOTARY PUBLIC
Print Name: Amy C. Scott

Personally Known
OR
 Production Identification
Type of Identification Produced _____

OWNER OF 13 LOTS:

Witnesses:

[Signature]
Print Name: Dawn Cummings

[Signature]
Print Name: Sandra Geier

CHB OF NORTHWEST FLORIDA, INC.,
a Florida corporation

By: [Signature]
Milton C. Rogers, its vice-president

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 12th day of November, 2014, by Milton C. Rogers, vice-president, CHB OF NORTHWEST FLORIDA, INC., a Florida corporation.



[Signature]
NOTARY PUBLIC
Print Name: Amy C. Scott

Personally Known
OR
 Production Identification
Type of Identification Produced _____


JOINDER OF MORTGAGEE

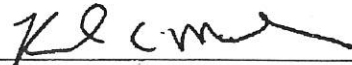
Hancock Bank, as holder of a mortgage encumbering certain property within the subdivision known as Stonechase Phase 1 as described in the foregoing Amendment, hereby consents to and joins in the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonechase Phase 1.


Nothing contained herein shall be deemed to or in any way limit or effect the mortgage held by Hancock 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 Amendment.

Signed, sealed and delivered in our presence as witnesses:

HANCOCK BANK


Print Name James Gilmore

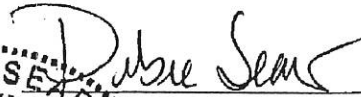

By: Robert C. Maloy, its Vice President


Print Name: Debra Seals

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 12 day of November, 2014 by Robert C. Maloy, as Vice President of Hancock Bank.

- Personally Known
- OR
- Produced Identification
- Type of Identification Produced _____



DEBRA SEALS
NOTARY PUBLIC
My Commission Expires
04/29/2018
FF# 117863
STATE OF FLORIDA