

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Whereas, U.I.L. Family Limited Partnership, a Florida limited partnership, executed a Declaration of Covenants, Conditions And Restrictions on April 28, 1999, which was recorded on April 29, 1999, in O.R. Book 1753 at page 1439 of the public records of Santa Rosa County, Florida; and

Whereas, U.I.L. Family Limited Partnership desires the amend and restate the Declaration of Covenants, Conditions And Restrictions in its entirety, including but not limited to a change in the legal description of the real property;

It is therefore agreed that the following document amends and restates the above Declaration of Covenants, Conditions And Restrictions in its entirety.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described as follows, to-wit:

See Exhibit "A"

This property has been platted as PACE MILL CREEK, a subdivision according to plat thereof recorded in Plat Book 11, Page 31-32 of the public records of Santa Rosa County, Florida.

NOW, THEREFORE, Declarant hereby declares that, except as elsewhere herein provided, all of the property described above shall be held, sold and conveyed subject to the following easements, restriction, 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 property or any part hereof, 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 Mill Creek Owner's Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean and refer to any and 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 shall include and not be limited to the following property: the 50 foot private right of ways and cul-de-sacs, the private common area, the private recreational area, the storm water management areas, and the private drainage easement.

Section 3. "Declarant" shall mean and refer to U.I.L. Family Limited Partnership, its successors and assigns.

Section 4. "Development" shall initially mean and refer to PACE MILL CREEK as recorded in Plat book 11, Page 31-32 of the Public Records of Santa Rosa County, Florida. Hereafter additional lands presently owned by U.I.L. Family Limited Partnership in Section 33 Township 2 North, Range 29 West Santa Rosa County, Florida, may be included in the "Development" provided that: (1) a plat and Declaration of Covenants, Conditions and Restrictions pertaining to any such land is recorded in the public records of Santa Rosa County, Florida; (2) the Declaration of Covenants, Conditions and Restrictions require each lot owner of those subdivisions to be a member of the Pace Mill Creek Owners Association, Inc.; (3) the Declaration of Covenants, Conditions and Restrictions evidence the intent of said subdivision to be a part of the "Development" and authorization therefore by U.I.L. Family Limited Partnership is evidenced in said Declaration.

Section 5. "Greenbelt" shall refer and mean the areas set forth on the Plat as Greenbelt areas.

Section 5. "Lot" or "Lots" shall mean and refer to all subdivision property included within the PACE MILL CREEK Plat and consisting of lots shown on the record plat of the subdivision.

Section 6. "Owner" or "Owners" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to any Lot in the subdivision, including contract sellers. Owners shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation, or those who are under a contract to purchase a lot. Whenever herein a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall be deemed to include the Owner's family, guests, and tenants, provided however that only an Owner shall be held financially responsible for any such act or failure to act.

Section 7. "Plat" shall mean and refer to the plat of the PACE MILL CREEK subdivision that is recorded in Page Book 11 at pages 32 and 33 of the public records of Santa Rosa County, Florida.

Section 8. "Subdivision" shall mean and refer to PACE MILL CREEK subdivision, a subdivision situated in Santa Rosa County, Florida, according to the Plat.

ARTICLE II
Membership and Voting Rights

Section 1. The Association shall consist of all Owners of lots in the Development. Every Owner of a Lot in the subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A: Class A shall be the Owners (with the 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. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The only Class B member shall be Declarant or their assigns, which shall be entitled to 4 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 added) with the result 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 upon the recording of the additional phase of lots automatically be reinstituted 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.

ARTICLE III
Architectural Control

No residential structure, wall, detached storage or maintenance shed, driveway or other structure or improvement shall be commenced, erected, placed or altered on any Lot in the

Subdivision until the design, location, plans, specifications and plot plans showing the location, nature, kind, shape height, materials, color and other specifications have been approved in writing as to the quality of workmanship and materials, harmony of the exterior design with the requirement of this Declaration and with existing structures and location with respect to topography and finish grade by a majority vote of the Architectural Control Board, or by the Architectural Review Representative selected by a majority vote of the Architectural Control Board. In the event the Architectural Control Board, or the Architectural Review Representative, fails to approve or disapprove any complete set of plans within sixty (60) days after submission thereof in writing in accordance with this Article, such approval will not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Board initially shall consist of one (1) member appointed by the Declarant. Up to two (2) additional members may be appointed to the Architectural Control Board by the Declarant at any time, however, there shall never be more than three (3) members on the Architectural Control Board at all times. The Architectural Control Board may appoint an Architectural Review Representative, who shall be a member of the board, to examine submissions by Owners for compliance with these restrictions and covenants. If any of the members of the Architectural Control Board shall resign, become unable to serve or die, then the remaining member(s) shall appoint a successor member(s) to the Architectural Control Board. Neither the Architectural Control Board nor the Architectural Review representative, shall receive any compensation for services rendered and performed hereunder, provided, however: that the Architectural Control Board shall have the right to charge a modest fee for review of plans submitted in accordance with the Article, such fee reasonably calculated to reimburse the Architectural Control Board only for its actual out-of-pocket expenses (including employment of any professional advisors).

ARTICLE IV
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, other than a home office specifically authorized by the Architectural Control Board or the Architectural Review Representative; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons or others would routinely visit. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family structure. A detached garage may be allowed provided it conforms to the architectural design of the residential structure. A tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, any duly licensed builder who is active in constructing residences for sale within the Development may construct residences within the Subdivision, which may be used by the builder or his representative as a model home for demonstrating to the public lots or homes for sale within the Development.

Section 2. All residential structures erected or constructed on any Lot shall not exceed three stories in height and shall contain a minimum of 1000 square feet. Residential structures with more than one story shall have a minimum ground floor area of at least 400 square feet. All residential buildings shall be set back from the front lot lines, in accordance to the front setbacks shown on the recorded plat. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations that do not exceed 10% of the particular setback distance in question. Additional waivers of the preceding setback requirements of up to 5 feet (or more in the case of cul-de-sac and nonrectangular Lots) may be granted in writing by the Architectural Control Board or the Architectural Review Representatives.

Section 3. The minimum square foot living area of proposed building and structures or additions and enlargements thereto shall be determined by multiplying the outside length and width footprint dimensions of each story of the building or structure, except that garages, open porches, patios and terraces shall not be taken into account in calculating the minimum square foot living area required.

Section 4. No outside antennas, poles, masts, towers, or the like shall be erected on any Lot within the subdivision. Satellite-receiving dishes are allowed; however, any such satellite-receiving dish shall be fully concealed and shall not be visible from any street.

Section 5. All dwellings, yards (including any area located in road right-of-ways between the actual lot line and paved surface of such road), drives, sidewalks, and landscaping at each lot must be maintained at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the Subdivision, The Association, the Architectural Control Board and/or any appropriate governmental agency. Maintenance shall include but not be limited to the repair/replacement of broken sidewalks, sod, and the manicuring of the same.

Section 6. Outside clothes lines or other items detrimental to the appearance of the subdivision shall not be permitted on any of the Lots except that a clothes line which is enclosed or not visible from all Lot lines and shall be permitted only to the rear of the back line of the residential structure.

Section 7. All garbage and trash containers, and the like shall be kept clean and sanitary. All garbage cans or containers shall be on the street only on the day of pickup by the garbage utility and shall be put out of sight at the end of the pickup day. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except that such activities involving the construction of new homes in the subdivision is allowed, in which case construction debris may be stored temporarily on a Lot until completion of the home under construction.

Section 8. No trailer, house trailer, motor home, basement, tent 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 9. Off-the-road vehicles, jeeps, boats, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, tractors, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus (other than operating passenger vehicles), shall not be parked anywhere permanently, except in garages, carports or otherwise enclosed or camouflaged, so as not to be detrimental to the appearance of the property from any Lot line. Any such above equipment may be parked for overnight storage only and must be removed the next day. Additionally, no vehicles or machinery, including passenger vehicles, may be repaired, altered, remodeled, painted, etc. on any lot, easement, or right-of-way or common area in the Subdivision. This section shall not exclude the parking or storing of machinery or equipment used by builders during the construction of new homes.

Section 10. No noxious or offensive activity shall 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 11. 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; that they do not constitute an annoyance or nuisance; that they are not kept or bred for any commercial purposes; 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 12. Privacy fences of architectural plastic or pressure treated wood may be constructed only in the rear portion of each Lot. The rear lot shall be defined as extending no closer to the front of the home than the furthest forward window, side exit or AC unit and then perpendicular to the boundary of the side lot lines. Fence will then follow the side lot lines towards the rear of the Lot and shall include the rear lot line. For corner Lots, the fence may not be set any closer to the street than the set back line or forward of the furthest forward window, side exit or AC unit on that side of the residential structure. No fence shall exceed 6' in height above grade and no chain link fences. These restrictions do not apply to any growing hedge that does not exceed three feet in height. See also Section 23 below concerning fence construction in drainage easements.

Section 13. Residences shall be designed so that all elevations, as well as the front of each residence, are attractive in appearance.

Section 14. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within 9 months from the day that a building permit is issued.

Section 15. No sign of any kind shall be displayed to public view on any lot, right-of-way, easement, common area, or any other parcel of property within the subdivision, except one sign of reasonable size, as determined by the Architectural Review Representative, for advertising a home on the Lot for sale or rent, or signs used by builders to advertise the property within the Subdivision or development during the construction and sales period.

Section 16. Within any private drainage easements no dredging, filling, structural improvements, planting or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Owner which may be contrary to any applicable environmental rules or regulations pertaining thereto. It shall be the responsibility of each Owner whose Lot has common boundaries with an easement or greenbelt area to maintain those areas adjacent to his Lot, in the original condition the easement or greenbelt area was established. Then any activity that changes the original condition must be approved by the Architectural Review Representative prior to any owner undertaking any work.

Section 17. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be re-subdivided into an equal or lesser number of contiguous parcels provided that: (a) The square foot area of each re-subdivided parcel equals or exceeds the square foot area of the smallest platted Lot in the Subdivision.

Section 18. All federal laws, laws of the State of Florida, laws of Santa Rosa County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

Section 19. In the interest of public health and sanitation and in order that the Subdivision and all other land in the same locality may be benefited by a decrease in hazards of pollution, no Owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system or device, sewage, gray water, oil and lubricants or other material which might tend to pollute.

Section 20. All freestanding mailboxes and any permitted detached garage or storage or maintenance buildings shall be constructed of wood, brick or other decorative material, shall be in conformity with the architectural design of the residential structure, and shall be approved in writing and in advance of construction by the Architectural Control Board or the Architectural Review Representative. Any such permitted detached storage type building or "out" building shall be placed no closer than 3 feet to the property line of the Lot and may not be placed in drainage easements.

Section 21. 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 22. An easement is reserved over and across each Lot in the Subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of necessary utilities in the Subdivision. Easements shown or reserved on the recorded plat of the Subdivision are hereby adopted as part of these restrictions.

Section 23. Private Drainage Easements (as shown on the Plat) shall not be fenced in any manner that will prohibit flow of water and fences may be removed as necessary to maintain the Private Drainage Easements. Existing or future drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage. Within these

easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, all of which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The Owner of the Lot, except for those improvements for which a utility company is responsible, shall maintain the easement area of each Lot and all improvements in it continuously. No structure or outbuilding is permitted specifically in the Private Drainage Easements on rear of Lots 12 to 14 Block A, Lots 4 to 6 Block D and Lots 9 to 18 Block E.

Section 24. Within any Greenbelt areas no trees of greater than 6 inches in diameter (measured 4 feet from the ground) shall be cut, no dredging, filling, structural improvements, planting or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Owner which might appear unsightly or destroy or adversely affect the natural buffer inherently provided by same or be contrary to any applicable environmental rules or regulations pertaining thereto. Furthermore, before any activities shall be undertaken within any Greenbelt area by a Lot Owner, same shall first be approved by the Architectural Review Representative. It shall be the responsibility of each owner whose lot has common boundaries with a Greenbelt area to maintain the Greenbelt area adjacent to his lot.

Section 25. 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, the Association may require builders to contour each building Lot to provide a contiguous drainage pattern from lot to lot within the Subdivision. Lot owners shall not alter these drainage patterns. Lot Owners shall be required to maintain all such drainage patterns as initially installed by each builder.

Section 26. Prior to occupancy, the front yard (including any area located in road right-of-ways between the Lot lines and adjacent curbs) shall be completely landscaped pursuant to the Architectural Review Committee guidelines, if adopted. The entire Lot (including any area located in road right-of-ways between the actual Lot line and adjacent curbs) drives and landscaping must be diligently, properly and neatly maintained and kept clean at all times.

Section 27. Every residential structure shall include at a minimum a two car garage.

Section 28. The Architectural Control Board and the Architectural Review Representative shall have the authority to waive in writing minor violations of any of the provisions of this Article IV 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. Neither the Architectural Control Board nor any of its members shall in any way or manner be held liable to the Owner, the Association, or any other person or entity for its good faith exercise of the discretionary authorities conferred by this Section.

ARTICLE V
Assessments

Section 1. Creation of 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 legal 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 legal 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, care and maintenance of any Common Area, Greenbelt and any property owned by the Association. The Association shall have the obligation to maintain any Common Areas (including, without limiting the generality of the foregoing), any and all drainage facilities, structures, holding and retention ponds, road pavement and soil supporting the roads, curbing, street signs, street lights, and all infrastructure that is built for the use and enjoyment of all Lot Owners, whether denominated as such on the recorded plat, and to promptly pay in cash or check all property taxes or any other assessment or tax made upon them. The Association may agree to transfer all property to any public authority or utility if the utility agrees to continuously, and without condition to, maintain such property. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any Common Areas.

Section 3. Annual Assessments. Until December 31, 2009, the maximum annual assessment shall be \$100.00 per Lot.

- (a) From and after January 1, 2010, 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 January 1, 2010, the maximum annual assessment may be increased above 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 property taxes upon any Common Area, drainage easements, storm water ponds, drainage facilities, right of ways, and any property not dedicated to a public entity, and all property owned by the Association. 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 improvement upon any Common Area, drainage structure, holding pond, roadway, curbs, street signs, street lights, and any other real property owned by the Association or any public property adjoining or in the same general locality as the Development, including fixtures and personal property related thereto, provided that any assessment shall have the assent of 2/3 of the votes of the Owners who are voting in person or by proxy at the 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 Section 3 (b) or 4 of this article shall be sent by United States Mail, postage paid, to all Owners (as of 90 days prior to date of mailing of such notice) not less than 15 days nor more than 30 days in advance of this 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 Lots in the Development.

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 in advance of each annual assessment period (except for the year in which this Declaration is recorded, when the Board of Directors of the Association may fix the amount of the current year's annual assessment at any time prior to December 1). 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 timely paid shall bear interest at the highest rate allowed by law. The Association shall have the right to bring an action at law or the right to foreclose its lien after the Association has complied with the requirements of Section 720.3085 Florida Statutes (2007) as the same may be amended or changed from time to time.

Section 9. Maintenance. In the event an Owner shall fail (after 30days written notice from the Association, the Architectural Control Board or the Architectural Review Representative sent United States Mail, postage prepaid) to maintain a Lot, easement areas pertinent to the Lot, or improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Architectural Control Board or the Architectural Review Representative may 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 legal 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 the Owner of such Lot at the time such maintenance is performed.

Section 10. Notwithstanding Sections 1 through 9 of this Article V, the Declarant shall not be subject to the annual assessments or any special assessments for capital improvements until such time as the number of Class B votes is surpassed by the Owners of Class A votes. The Class B Member agrees that it will guaranty the common expenses of the Association in accordance with Section 720.308 Florida Statutes, to the extent that the common expenses are not covered by the assessments receivable from other Class A members and other Association income. All Lots owned by the Declarant shall be deemed exempt lots as set forth above. The guaranteed amount for each Lot shall be \$100.00 per lot per year. This section is subject to section 4 of Article I which allows additions of properties to the subdivision.

ARTICLE VI
Common Areas

Section 1. Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas and Greenbelt, which only apply to areas defined for subdivision signs that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. Every Owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass

with title to every Lot (even if not referenced in the document of conveyance) for the following purposes:

Providing utilities to each Owner's Lot. The location of said utilities easement, however, shall be subject to reasonable regulation by the Association and shall not adversely affect any other Lot.

Ingress and egress to and from each Owner's Lot.

Such other rights and easements as the Association may determine to be suitable for the use and enjoyment of the Owners.

- 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 and Greenbelt 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 any Common Area to any public agency, governmental body or utility for such purposes and subject to such condition as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast 2/3 of the votes of the Association has been recorded, agreeing to such dedication or transfer; provided, however, that for a period of 5 years from date of recording this Declaration, Declarant may, without action of the Association, grant such subsurface utility easement, licenses or the like across, to or under all or any portion of the Common Areas which Declarant, 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 any Common Area 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 Area 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 purveyors of services solicited by the Owner, and deliverymen.

Section 3. Grant/Reservation of Easement.

A. Declarant does for itself, successors and assigns, and to all law enforcement, fire fighting, postal delivery and delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operations, respond to public or private emergencies, and also to public and private utilities, hereby grant a nonexclusive perpetual easement and right of ingress and egress across over and under all Common Areas, Greenbelt and private easements within the subdivision.

B. Declarant for itself, successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under, over and to all Common Areas and all streets within the Subdivision.

Article VII
Duty to Rebuild or Repair and Insurance Coverage

Section 1. Each Lot Owner shall at his own expense provide casualty insurance in an amount equal to the maximum insurable replacement value of all improvements located on his Lot, such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the building on each owners lots, including but not limited to vandalism and malicious mischief.

Section 2. In the event of damage to or destruction of any improvements located within the lots from fire, windstorm water or any other cause whatsoever, the Owner shall, within a reasonable time, cause said improvements to be repaired or rebuilt so as to place the same in as good and tenantable condition as existed before the event causing such damage or destruction; failure to do so shall constitute a breach of these covenants. All insurance proceeds for loss or damage to any improvements upon any Lot shall be used to assure the repair or rebuilding of any such improvements.

ARTICLE VIII
General Provisions

Section 1. The Association, the Declarant, the Architectural Control Board 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, the Architectural Control Board 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 Lot or against any person or entity, said Owner, person or entity expressly agrees to pay all costs, including reasonable legal fee, to the Owner, the Architectural Control Board or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restriction, covenant, reservation, charge or lien. The Declarant shall have the right to partially or fully assign any of its rights and powers in these covenant and restrictions, or in the Association as he wishes.

Section 2. Invalidation of any one of the covenants, conditions 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 25 years from the date this Declaration is recorded, unless amended by an instrument signed by 2/3 of the then Lot Owners. After the initial 25 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, for any reason, within three years after date hereof. Any amendment to this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Additional property adjacent to PACE MILL CREEK Subdivision, 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 (with the

exception of Article IV which shall not apply to any multifamily building sites), as if such annexed lot and/or building sites (and the owners of same) were originally described herein. Additionally, nothing in these covenants or restrictions shall be construed as restricting the Declarant from using any lot in the subdivision to access the proposed Development with a paved road, utilities or any other improvement needed to serve the Development.

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

Section 6. Common areas and the Greenbelt areas identified on the recorded plat for PACE MILL CREEK subdivision are for the enjoyment of all class of members of Pace Mill Creek Owner's Association, Inc.. No driveways or parking areas may be accessed across the defined Greenbelt. Additionally, each Owner agrees to hold every property owner of the Subdivision harmless due to damage to property or bodily injury except when such damages are the result of a criminal act.

Section 7. Greenbelt Areas, Private drainage easements and Common Areas have been established for the benefit of all Lot Owners and their family or guests. Each Owner agrees to hold every property owner of the subdivision harmless due to damage to property or bodily injury as a result of the use of the Greenbelt Areas, Private Drainage Easements and Common Areas.

Section 8. Each owner understands and acknowledges that the drainage easements, retention and detention ponds and greenbelts located in the subdivision are stormwater management areas and are designed to receive stormwater runoff from additional Development that the Declarant will locate adjacent to this subdivision. The Declarant discloses that the stormwater management areas in the Development shall be adjacent to, contiguous with, have common boundaries with, or be hydrologically connected to the stormwater management areas within the Subdivision. All such stormwater management areas shall be constructed in accordance with the subdivision regulations of Santa Rosa County, Florida; in effect at the time this document is recorded. Each owner in purchasing property in the subdivision agrees to the provisions of this section.

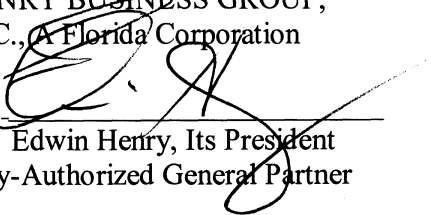
Section 9. Any single violation of any use restriction by an Owner shall constitute a continuing violation, which shall allow the Association to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 10. Any or all of the restrictions and covenants herein contained, may be annulled, amended, or modified at any time by an instrument executed by the then record owners of 2/3 or more of the platted Lots in the Subdivision; provided, however, that no amendment shall place an additional burden or restriction on any Lot in the Subdivision covered by these covenants unless the owner of record of said Lot joins in the amendment.


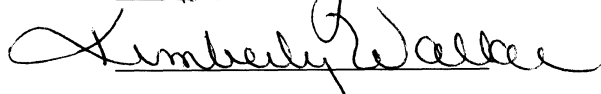
Executed this 15th day of October, 2009.

**U.I.L. FAMILY LIMITED
PARTNERSHIP**, a Florida limited partnership

By: HENRY BUSINESS GROUP,
INC., A Florida Corporation

By: 
Edwin Henry, Its President
Its Duly-Authorized General Partner

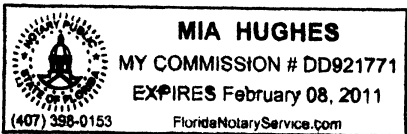
Witnesses:

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of September 2009, by EDWIN HENRY President of Henry Business Group, Inc., the general partner of U.I.L. Family Limited Partnership, a Florida limited partnership, on behalf of the corporation and the limited partnership .




Notary Public

Prepared By: Edwin Henry
4229 Hwy 90 East
Pace, FL 32571