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JOINDER IN FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR CEDAR BEND PATIO HOMES,
PHASE I AS RECORDED IN OFFICIAL RECORDS VOLUME 687, PAGE 183,
PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

P.P. 703 286

The undersigned have an interest in Lot 2, Block 1, CEDAR BEND, according to the plat thereof as recorded in Plat Book 17, Pages 7, 8, 9, 10, 11 and 12 of the public records of Clay County, Florida. The undersigned consent to the First Amendment to be made by R. L. Johnson Construction Co. and Developers Three, Inc., a copy of which is attached hereto and incorporated by this reference. The undersigned by this instrument join in the execution of the First Amendment and subordinate their interest to the Declaration as amended by the First Amendment.

Executed this 29th day of November, 1982.

John W. Warmack
John W. Warmack

Lesley R. Warmack
Lesley R. Warmack

STATE OF FLORIDA)

COUNTY OF CLAY)

29th The foregoing instrument was acknowledged before me this day of November, 1982, by John W. Warmack and Lesley R. Warmack, his wife.

Pat Chandler
Notary Public

My commission expires:

(seal)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR CEDAR BEND PATIO HOMES PHASE I
AS RECORDED IN OFFICIAL RECORDS VOLUME 687, PAGE 183,
PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

The Declarants have received from the Veterans Administration a request for modification of some of the provisions of the Declaration as originally recorded. The purpose of this Amendment is to make the changes requested by the VA and it is made pursuant to the authority contained in Paragraph 7, Page 33, of the Declaration as originally recorded.

(1) Article III, Paragraph 21, Page 8, entitled "Single-Family" is amended by deleting the following phrase from the first sentence: "not to exceed six in number".

(2) Paragraph 3 of Article VII, Page 13, entitled "Initial and Maximum Annual Assessment" is deleted and in its place, this provision is made:

3. Initial and Maximum Annual Assessment. The four private roads were completed and paid for by Declarants as of August 31, 1982, the original date of this Declaration. The only other expenses were in connection with the filing of the Declaration and the Association and were paid for by the Declarants. Therefore, the Declarants have deemed it reasonable to establish the initial, annual assessment as \$65.00 per lot, subject to the provisions below. This initial, annual installment commenced as of September 10, 1982, the date that title to the first lot was conveyed by Declarants to John W. Warmack and Lesley R. Warmack, his wife. However, for the period from September 10, 1982 through December 31,

1982, the assessment for each lot shall be prorated on a per diem basis for the number of days from September 10, 1982 through December 31, 1982. Commencing January 1, 1983, and unless changed by the Association in accordance with this Declaration, the Articles of Incorporation and the By-laws, all lots shall be subject to a full annual assessment for the twelve-month period beginning each January 1. Although the Declarants do not anticipate any need to revise the foregoing \$65.00 annual assessment for the calendar year of 1983, the assessment for that calendar year effective as of January 1, 1983, shall be established by the Association in accordance with and subject to the limitations of the terms and conditions of this Declaration, the Articles of Incorporation and the By-laws. Other understandings and conditions concerning the initial and annual assessment are as follows:

A. For the purposes of this paragraph, "improved" means that the construction of a patio home on a lot in Phase I has been substantially completed to the point of being capable of being occupied under applicable laws and regulations whether or not it has been sold and whether or not the sale has been closed. Therefore, "unimproved" means lots that are either entirely vacant or upon which construction of a patio home has not been completed to the point defined in the foregoing sentence.

B. In the case of unimproved lots, the Declarants may, at their option, reduce the annual assessment for unimproved lots owned by them to not less than 25% of the annual assessment for improved lots, upon the following terms and conditions:

- i. This option must be exercised by Declarants in writing to the Association prior to the commencement

of each annual period.

ii. The written notice of exercise must contain a guarantee by the Declarants in favor of the Association, its successors and assigns, guaranteeing all deficits for the Association for each year that the reduced assessment for unimproved lots is elected.

iii. For the initial period of September 10, 1982 through December 31, 1982, the Declarants hereby exercise their option for a reduced assessment for unimproved lots and hereby guarantee to the Association and its successors and assigns, all deficits for the Association for the annual period from September 10, 1982 through December 31, 1982.

C. From and after January 1, 1983, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

D. From and after January 1, 1983, the maximum annual assessment may be increased above 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

E. The Board of Directors, in accordance with the Articles of Incorporation and By-laws, may affix the annual assessment at an amount not in excess of the foregoing established maximum.

F. Nothing in the foregoing shall be construed to prohibit the Declarants or any other owner from prorating between themselves and any purchaser to them the annual assessment applicable for any particular year at the time of the closing of a sale and purchase.

(3) Paragraph 5, Article IX entitled "Easements for Common Driveways" is corrected by deleting in the first sentence Lots 93 and

94 and inserting instead 89 and 98.

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(4) The provisions of Article IX are expanded to include this additional covenant:

Notwithstanding any other provision of this Article, an owner by his negligent or willful act causing the common roads (as defined in Paragraph 2) and the common driveways (as defined in Paragraph 5) to be impassable or damaged shall bear the whole cost of refurbishing the respective areas.

(5) In addition to the Declarants, there are other parties having record interest in connection with this subdivision who will join in the making of this First Amendment by separate instruments. Those parties are John W. Warmack and Lesley R. Warmack, his wife, and Federal National Mortgage Association.

(6) Except as expressly amended by this First Amendment, the terms and conditions of the original Declaration as made on August 31, 1982, and recorded in Official Records Volume 687, Page 183 of the public records of Clay County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarants in this instrument, have hereunto set their hands and seals by their respective Presidents this 6th day of January, 1983.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

DEVELOPERS

BY:

[Signature]
Gerald R. Johnson, President

R. L. JOHNSON CONSTRUCTION CO.

BY:

[Signature]
R. L. Johnson, President

STATE OF FLORIDA)

COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 1st day of January, 1983 by Gerald R. Agresti, President of Developers Three, Inc., a Florida corporation, on behalf of the corporation.

James M. Benish
Notary Public

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 1, 1985

(Seal)

STATE OF FLORIDA)

COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 6th day of January, 1983 by R. L. Johnson, President of R. L. Johnson Construction Co., a Florida Corporation, on behalf of the corporation.

James M. Benish
Notary Public

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 1, 1985

(Seal)

83-00247

FILE NO. _____
OFFICIAL RECORDS NO. 703
PAGE 286 RECD: VERIFIED
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FILED AND RECORDED IN PUBLIC
RECORDS
James M. Benish
CLERK CIRCUIT COURT

