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Re: 15-00

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SEVENTH
ANNEXATION OF ADDITIONAL LANDS TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR CEDAR BEND PATIO HOMES

THIS ANNEXATION is made this 24th day of August, 1987, by R.L. JOHNSON CONSTRUCTION CO., also known as R.L. Johnson Construction Company, Inc., a Florida Corporation, and DEVELOPERS THREE, INC., a Florida Corporation, herein collectively referred to as "Declarants" and the CEDAR BEND PATIO HOMEOWNERS ASSOCIATION, herein referred to as "Association".

On August 31, 1982 and January 6, 1983, Declarants made the Declaration of Covenants, Restrictions and Easements for Cedar Bend Patio Homes Phase I ("Declaration") and First Amendment. They were recorded in Official Records Book 687, Pages 183-218 and Official Records Book 703, Pages 281-285 of the public records of Clay County, Florida. The Declaration imposed a scheme of development upon Lots 1 - 30, and Lots 89-98, Block One, Cedar Bend, according to the plat thereof as recorded in Plat Book 17, Pages 7,8,9,10,11 and 12, inclusive of the public records of Clay County, Florida. Those lots constituted Phase I. Pursuant to Article XIV, Paragraph 4, appearing at Page 215, annexation of additional residential property is permitted with the consent of two-thirds of the existing members. The purpose of this instrument is to annex additional lots into the Association. Therefore, the Declarants and Association hereby make this instrument.

Prepared by:
DAVID B. LEE, JR. CHITD.
POST OFFICE BOX 400
ORANGE PARK, FLORIDA 32067-0400

1. Description of Annexed Property

The property annexed by this instrument is Lots 1 thru 42, inclusive, Unit 3, Cedar Bend, according to the plat thereof recorded in Plat Book 21, Pages 51, 52 and 53, inclusive, of the public records of Clay County, Florida. Additionally, this annexation covers the areas within the boundaries of those lots as shown on the plat and denominated as "Private Easement for Ingress, Egress, Drainage & Utilities." These areas are the additional private roadways servicing these annexed lots.

2. Effect of This Instrument

This instrument is an extension of and a part of the Declaration. Together, they form a single set of mutually enforceable agreements, and they constitute equitable servitudes running with the fee simple title to present members and to the property annexed by this instrument. Thus, this instrument shall be of the same dignity as if it had been originally a part of the Declaration.

3. Admission to Association

The owners of the annexed lots are hereby admitted to membership in the Association. Therefore, they become subject to and beneficiaries of all of the duties and the rights of members of the Association.

4. Private Roads

The private roads servicing the annexed lots shall be easements for ingress, egress, drainage and utilities in the same manner as provided originally on the Declaration for the private roads within present members. Therefore, all owners subject to the Declaration and First Amendment shall become liable for maintenance of each and every one of the private roadways within the entire development.

5. Assessments

The annexed lots shall be subject to the payment of annual assessments in force as established in accordance with the Declaration. The assessment in the year of annexation shall be a prorated amount.

6. Application of Other Provisions of Declaration to The Annexed Lots

Except as may be expressly provided to the contrary in this instrument, all terms and conditions of the Declaration, as for example the use restrictions, shall apply to the annexed lots to the same extent as they do to the lots presently members.

IN WITNESS WHEREOF, the undersigned being the Declarants in this instrument, have hereunto set their hands and seals by their respective Presidents this 24th day of August, 1987.

Signed, sealed and delivered
in the presence of:

James M. Benesh
H. K. Eddy

DEVELOPERS THREE, INC.

By: Gerald R. Agresti President

James M. Benesh
H. K. Eddy

R.L. JOHNSON CONSTRUCTION CO.

By: R.L. Johnson, President

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 24th day of AUGUST, 1987, by GERALD R. AGRESTI, President of Developers Three, Inc., a Florida Corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 6, 1990
Insured Through Troy Ind. Insurance Co.

Pat Chandler
Notary Public, State of Florida

STATE OF FLORIDA)
COUNTY OF CLAY)

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The foregoing instrument was acknowledged before me this
24th day of August, 1987, by R.L. JOHNSON,
President of R.L. Johnson Construction Co., a Florida Corporation,
on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 6, 1991
JAMES M. TAYLOR, Notary Public

Pat Charles
Notary Public, State of Florida

IN WITNESS WHEREOF, the undersigned, as President of the
Association, hereby acknowledges receipt of waivers from authorized
representatives of two-thirds of the present members in the
Association and therefore consents to this annexation this 26th
day of August, 1987.

Signed, sealed and delivered
in the presence of:

CEDAR BEND PATIO HOMEOWNERS ASSOCIATION

[Signature]
[Signature]

Henry Taylor
By: Henry Taylor, President

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this
26th day of August, 1987, by HENRY TAYLOR, President
of Cedar Bend Patio Homeowners Association, on behalf of the
Association.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Mar. 24, 1991

James M. Dennis
Notary Public, State of Florida

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OFFICIAL RECORDS NO. 1086
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