

## 5 MIN. RETURN

Prepared by and Return to:  
Bert C. Simon, Esquire  
Gartner, Brock & Simon  
1660 Prudential Drive, Suite 203  
Jacksonville, Florida 32207

### SUPPLEMENTAL DECLARATION OF ANNEXATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RETREAT

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Supplemental Declaration") is made as of 10-25, 2007, by **Ravineland, Inc.**, a Florida corporation (the "Developer").

#### RECITALS:

A. Developer has previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for The Retreat (the "Declaration") recorded on July 19, 2005 and recorded in Official Records Book 2564, Page 229 of the public records of Clay County, Florida (the "Declaration"), which imposed covenants and restrictions on certain lands located in Clay County, Florida and more particularly described therein (the "Property").

B. Pursuant to Article IX of the Declaration, Developer has the right without the consent or joinder of the Association or any Owner or Mortgagee of any Owner, to annex to the Property and to include within the Declaration additional lands located adjacent to the Property by recording a Supplemental Declaration of Annexation in the public records of Clay County, Florida.

C. Developer has developed those lands located adjacent to the Property and more particularly described on Exhibit "A" attached hereto as the Retreat Unit Two (the "Retreat Unit Two"). The Retreat Unit Two constitutes additional property which is to become a part of the Property subject to the Declaration.

NOW, THEREFORE, in consideration of the premises and other goods and valuable consideration, the Developer hereby declares the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. All terms defined in the Declaration shall have the same meaning when used herein.

2. Annexation of Additional Land. The property described on Exhibit "A" attached hereto shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, assessments, covenants, conditions, restrictions and reservations set forth in the Declaration as supplemented and amended in this Supplemental Declaration, which shall be covenants running with title to the Retreat Unit Two and shall be binding upon all

persons having and/or acquiring any right, title or interest in the Retreat Unit Two or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Retreat Unit Two or any portion thereof. From and after the recording of this Supplemental Declaration, the term "Property" as used in the Declaration shall be deemed to include the Retreat Unit Two more particularly described on Exhibit "A" hereto.

3. Amendment of Declaration. The Declaration, as it applies to Retreat Unit Two, is amended as follows:

(a) The term "plat" contained in Article I, section 4, shall include the plat of The Retreat Unit Two recorded in Plat Book 49, Pages 17 through 23, of the current public records of Clay County, Florida.

(b) The minimum square footage for a free standing Dwelling Unit in Retreat Unit Two shall be sixteen hundred (1600) square feet; provided that the Developer may approve a reduction of this minimum square footage up to ten percent (10%) upon a showing of special circumstances or a hardship, which approval must be in writing.

(c) Notwithstanding the provisions of Article V of the Declaration, the Developer reserves to itself all rights of architectural review and approval set forth in the Declaration for so long as Developer owns any lot within Retreat Unit Two. Upon recording of the deed that transfers the last Lot owned by Developer in Retreat Unit Two, the Architectural review and approval rights for Retreat Unit Two shall transfer to the Association.

4. Joinder and Consent. Armco Builders, Inc. of Clay County, a Florida corporation, J.D. Nichols Construction, Inc., a Florida corporation, and N and N Builders Inc, a Florida corporation (collectively "Builders"), have joined in this Supplemental Declaration to evidence their consent to the provisions hereof and subject the lots of Retreat Unit Two to the terms hereof.

5. Ratification. The Declaration, as modified hereby, remains in full force and effect and is hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal on the first day above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Sherry D. Olmstead  
Print Name: SHERRY D. OLMSTEAD

Print Name: \_\_\_\_\_

**Ravineland, Inc.**  
**a Florida Corporation**

BY: William L. Edgington  
William L. Edgington  
Its: Vice President

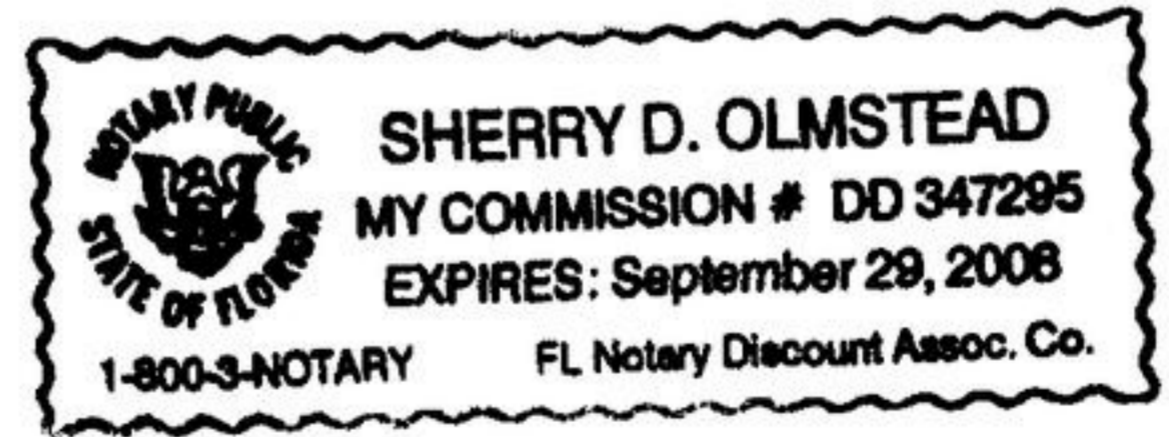
STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me this Oct. 2, 2007, by William L. Edgington, the Vice President of Ravineland, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sherry D. Olmstead  
Notary Public - State of Florida

My Commission Expires:



(Counterpart Signature Page to Supplemental Declaration)

BUILDERS JOINDER AND CONSENT:

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Print Name: \_\_\_\_\_ ARMCO BUILDERS, INC. OF CLAY COUNTY,  
a Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_ BY: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2007, by  
\_\_\_\_\_, the \_\_\_\_\_ of Armco Builders, Inc., a Florida  
corporation, on behalf of said corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public-State of Florida

My Commission Expires:

(Counterpart Signature Page to Supplemental Declaration)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

J.D. NICHOLS CONSTRUCTION, INC.,  
a Florida corporation

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2007, by \_\_\_\_\_, the \_\_\_\_\_ of J.D. Nichols Construction, Inc., a Florida corporation, on behalf of said corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public-State of Florida

My Commission Expires:

(Counterpart Signature Page to Supplemental Declaration)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Sherry D. Olmstead N AND N BUILDERS INC, a Florida corporation  
 Print Name: SHERRY D. OLMSTEAD BY: D. D. Nichols  
Ann Raines Its: Pres.  
 Print Name: Ann Raines

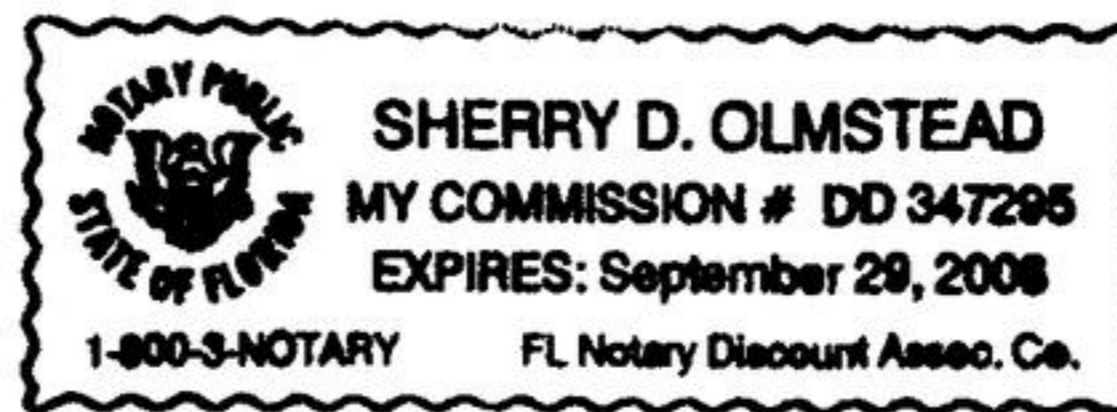
STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me this Oct 2, 2007,  
by L.D. Nichols, the President of N and N Builders Inc, a Florida corporation, on behalf of said  
corporation. He/She is personally known to me or has produced  
as identification.

Sherry D. Olmstead  
Notary Public-State of Florida

My Commission Expires: SEPT. 29, 2008



**EXHIBIT "A"**

Lots 1-158, inclusive, Retreat Unit Two, according to the Plat thereof as recorded in Plat Book 49, Pages 17 through 23, inclusive, of the public records of Clay County, Florida.