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O. P. BRANCH



Book: 2164  
Page: 1372  
Rec: 03/05/2003  
10:18 AM  
File# 200313654  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: \$15.00

5 MIN. RETURN

PREPARED BY & RETURN TO:  
Barry B. Ansbacher, Esquire  
Ansbacher & McKeel, P.A.  
2450 Riverplace Tower  
1301 Riverplace Boulevard  
Jacksonville, Florida 32207

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS  
FOR  
GLENHAVEN**

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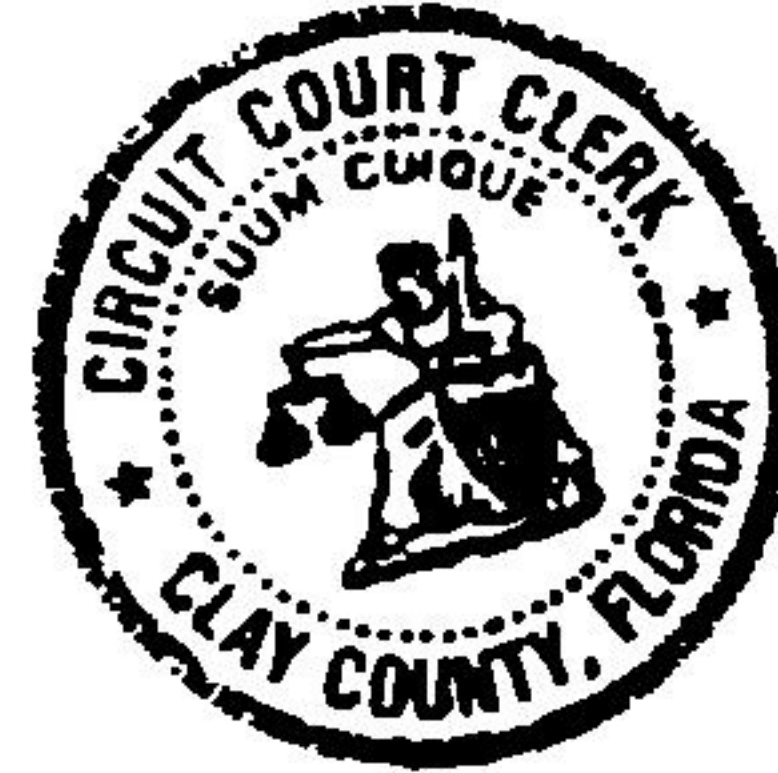
THIS Third Amendment is made as of the 19<sup>th</sup> day of February, 2003 by Larmac Development Corp., Inc., a Florida Corporation (the "Developer").

**STATEMENT OF FACTS:**

- A. The Developer established GLENHAVEN, a subdivision, according to plat thereof recorded in Plat Book 35, pages 16 through 21, inclusive of the public records of Clay County, Florida; and established the *Declaration of Covenants, Conditions, Restrictions, and Easements for GLENHAVEN* (the "Declaration") recorded in Official Records Volume 1854, page 2059 of the public records of Clay County, Florida on April 6, 2000.
- B. The Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Glenhaven dated April 27, 2001 recorded in Official Records Book 1938, Page 0130 of the public records of Clay County, Florida.
- C. The Declaration was amended by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Glenhaven dated June 24, 2002 recorded in Official Records Book 2069, Page 1123 of the public records of Clay County, Florida on July 1, 2002.
- D. The Developer created *Glenhaven Homeowners Association, Inc.*, a not for profit Florida corporation (the "Association").
- E. Developer is the sole "Class B Member" of the "Association," as such terms are defined in the Declaration.

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- D. The Developer created *Glenhaven Homeowners Association, Inc.*, a not for profit Florida corporation (the "Association").
- E. Developer is the sole "Class B Member" of the "Association," as such terms are defined in the Declaration.

- F. The Developer desires, pursuant to Section 8.8(d) of the Declaration to bring within the scheme of the Declaration, certain additional property, and to make certain clarifications to the Declaration all as hereinafter set forth and provided.

**NOW THEREFORE**, for and in consideration of the above premises and for other good and valuable consideration, the Developer, for itself and its successors and assigns, hereby amends the Declaration as follows:

1. The Background is incorporated. Terms defined in the Declaration will have the same meaning when used in this instrument, except where this instrument specifies a new definition.

2. Developer, brings within the scheme of the Declaration the property shown on **EAST GLENHAVEN UNIT THREE**, a subdivision, according to plat thereof recorded in **Plat Book 40, pages 46 through 50**, of the public records of **Clay County, Florida** and hereby imposes the covenants, conditions, restrictions and easements set forth in the Declaration upon said property and declares that said property shall be held, sold, and conveyed subject to the same which will run with the title and that the grantee of any deed conveying any lot within said property will be deemed by acceptance of such deed to have agreed to all such covenants, conditions, restrictions and easements and to have covenanted to observe the same. Lots within **EAST GLENHAVEN UNIT THREE** will now be considered as "Lots" under the Declaration for all purposes.

3. Section 5.11 Fences is restated as follows:

*5.11 Fences. Fences may not be installed or kept on any Lot unless the Developer approves the exact location, color and material, except that a fence meeting every one of the following requirements may be installed without prior approval:*

- The fence cannot be any taller than six feet.
- The fence must be wood, either 'board on board', stockade, or shadow board.
- The outside of the fence must be left unpainted, or may be painted only the same color as the color of the home.
- The fence cannot be located in front of the home. This means that the fence cannot be closer to the street than the front edge of the home. The fence also cannot be closer to any property line than the front building restriction line shown on the plat, which is 20 feet from the edge of the front property lot line. The pavement of the street is not typically the Lot line, and location of the boundary markers (irons set by the surveyor) for the Lot is the responsibility of the party installing the fence.
- For corner lots, the 20 foot building restriction applies to both the front and the side yards.