

THIS INSTRUMENT PREPARED BY
AND RECORD & RETURN TO:
JOHN S. DUSS, IV, ESQ.
FORD, JETER, BOWLUS & DUSS, P.A.
10110 SAN JOSE BOULEVARD
JACKSONVILLE, FLORIDA 32257
(904) 268-7227

Book: 1762
Page: 0723
Rec: 12/15/98
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File# 9854674
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$19.50



FIRST AMENDMENT TO
COVENANTS AND RESTRICTIONS
OF
SAVANNAH GLEN

This first amendment dated 8 day of December, 1998, to the Covenants and Restrictions of Savannah Glen (the "Agreement") recorded in Official Records Book 1723, page 1497, of the public records of Clay County, Florida (hereinafter referred to as the "Covenants and Restrictions").

WHEREAS, Savannah Glen, Inc., a Florida corporation ("Developer"), is the developer of that certain property described in the Plat of Savannah Glen Unit One recorded in Plat Book 31, pages 68 through 71, and that Plat of Savannah Glen Unit Two recorded in Plat Book 31, pages 72 through 77, all in the public records of Clay County, Florida (hereinafter collectively referred to as the "Plats"); and

WHEREAS, the Covenants and Restrictions provide that the Developer, pursuant to paragraph 32 thereof, reserves the right to cure any ambiguity in or any inconsistency among the provisions contained in the Covenants and Restrictions; and

WHEREAS, the Savannah Glen Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association"), is the association designated under the Covenants and Restrictions to administer the Covenants and Restrictions; and

WHEREAS, the Developer and the Association wishes to clarify the maintenance obligations regarding Lots which adjoin lakes, ponds and water bodies lying within the Plat.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the following amendments are hereinafter adopted and made:

1. Paragraph 23 entitled "No Offensive Activities" shall be stricken and in lieu thereof title shall be restated and reinserted as "No Offensive Activities and Maintenance".
2. Paragraph 2 of paragraph 23 shall be amended to provide in the second full sentence shall be stricken and in lieu thereof the following sentence inserted:

139406


Those portions of Lots which abut rights-of-way, drainage swales, easements and lakes, ponds and water bodies shall be maintained to the water line free of obstruction, landscaped, mowed, trimmed and maintained in a neat and orderly condition without change in the contour thereof.

In witness whereof, the Developer and the Association have executed this Amendment the day and year first above written.

Signed, sealed and delivered in the presence of:


SAVANNAH GLEN, INC., a Florida corporation

Signature: 
Printed Name: PATRICK WALLACE

By: 
Printed Name: JAMES RICKY WOOD


Its: PRESIDENT

"DEVELOPER"

Signature: 
Printed Name: Sandra Spencer

SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC. a Florida not-for-profit corporation

Signature: 
Printed Name: PATRICK WALLACE

By: 
Printed Name: JAMES RICKY WOOD

Its: PRESIDENT

"ASSOCIATION"

Signature: 
Printed Name: Sandra Spencer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8 day of December, 1998, by James Ricky Wood as President of SAVANNAH GLEN, INC., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or produced~~ _____ as identification.

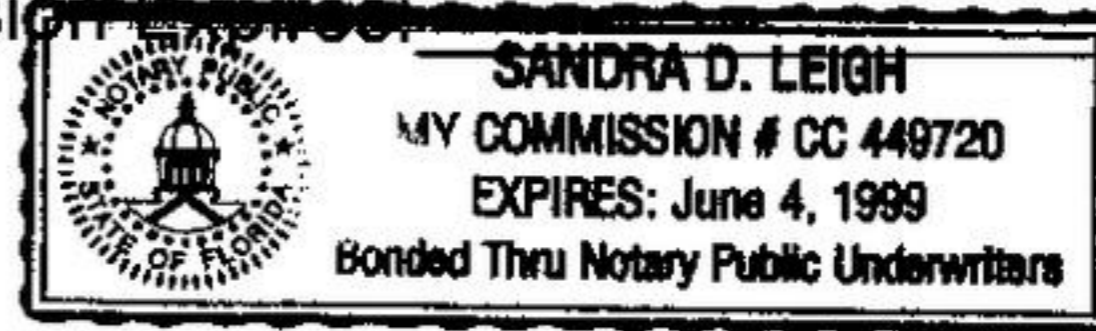
Sandra D. Leigh

Notary Public (Signature)

Sandra D. Leigh

Name of Notary Public (Typed, Printed or Stamped)

My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8 day of December, 1998, by ^{James} Ricky Wood as President of SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me ~~or produced~~ _____ as identification.

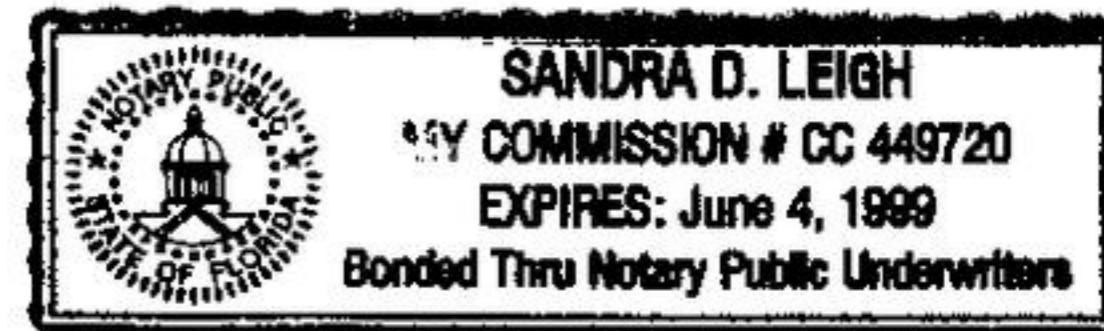
Sandra D. Leigh

Notary Public (Signature)

Sandra D. Leigh

Name of Notary Public (Typed, Printed or Stamped)

My Commission Expires: _____




CONSENT AND JOINDER OF MORTGAGEE


The undersigned owner and holder of that certain Mortgage and Security Agreement recorded December 31, 1997, in Official Records Book 1694, page 0780, of the public records of Clay County, Florida, now joins in the foregoing First Amendment to Covenants and Restrictions of Glen Laurel for the purposes of exhibiting its consent to the matters contained therein.

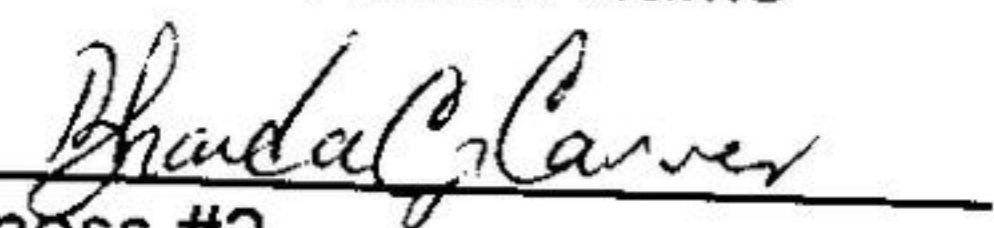
In the Presence of:

AMSOUTH BANK, a Florida
banking corporation



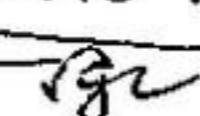
Witness #1
JOHNS. DUSS IV
Witness #1 Printed Name

By: 
Printed Name: GARY E. HOLLIFIELD
Its: VICE PRESIDENT



Witness #2
RHONDA G. CARVER
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of December, 1998, by GARY E. HOLLIFIELD as VICE PRESIDENT of AMSOUTH BANK, a Florida banking corporation, on behalf of the corporation. ~~He is personally known to me or produced~~ as identification. 



RHONDA G. CARVER
MY COMMISSION # CC428891 EXPIRES
February 15, 1999
BONDED THRU TROY FARM INSURANCE, INC.


Notary Public (Signature)

Name of Notary Public (Typed, Printed or Stamped)
My Commission Expires: _____