

RECORD AND RETURN TO:
SAVANNAH GLEN HOMEOWNERS' ASSOCIATION
1730 KINGSLEY AVENUE, SUITE E
ORANGE PARK, FLORIDA 32073



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**SECOND AMENDMENT TO
COVENANTS AND RESTRICTIONS OF
SAVANNAH GLEN**

THIS SECOND AMENDMENT TO COVENANTS AND RESTRICTIONS OF SAVANNAH GLEN is made this 4th day of May, 1999, by and between SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation (hereinafter referred to as the "Association"), and SAVANNAH GLEN, INC., a Florida corporation, whose address is 1730 Kingsley Avenue, Suite E, Orange Park, Florida, 32073 (hereinafter referred to as "Savannah Glen").

WITNESSETH:

WHEREAS, Savannah Glen has caused to be recorded Covenants and Restrictions of Savannah Glen as recorded on June 8, 1998, in Official Records Book 1723, page 1497, and as amended by First Amendment to Covenants and Restrictions of Savannah Glen recorded December 15, 1998, in Official Records Book 1762, page 723, all of the public records of Clay County, Florida (the covenants and restrictions are herein referred to as the "Covenants", and the lands heretofore affected by the Covenants are herein referred to as "Units 1 and 2"). Units 1 and 2 are the same lands described in and the subject of those certain Plats of Savannah Glen Units 1 and 2 as recorded in Plat Book 31, pages 68 through 77, inclusive, of the public records of Clay County, Florida; and

WHEREAS, the Association is a not-for-profit Florida corporation comprised of the owners of lots in Units 1 and 2, and the Association desires to assume additional burdens and benefits with respect to Unit 4 of Savannah Glen, being that land described in and the subject of that certain Plat of Savannah Glen Unit 4 (herein "Unit 4") as recorded in Plat Book 33, pages 55 through 58, inclusive, of the public records of Clay County, Florida.

WHEREAS, the Covenants provide for the annexation of additional lands by the Developer to be subject to the Covenants and to be administered by the Association without the consent or joinder of any other party;

NOW, THEREFORE, the parties, for themselves and their successors and assigns, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby modify and amend the Covenants as follows:

1. This document is intended to be an annexation within the meaning of paragraph 33 of the Covenants. Savannah Glen, for itself and its successors and assigns, hereby restricts the use of Unit 4, and now places upon that land the covenants and restrictions set forth in the Covenants, to run with the title to that land, and the grantee of any deed conveying any lot or lots contained herein is deemed, by acceptance of such deed, to have covenanted to observe, comply with and be bound by all of the Covenants as herein modified.

2. The Covenants shall apply to Units 1, 2, and 4 in their entirety. Terms used herein shall have the meanings described herein or, if not described herein, the meaning described in the Covenants.

3. Paragraph 1(f) of the Covenants is hereby modified to add the following to the first sentence

"...and Tracts A, B and C of the Plat of Savannah Glen Unit 4,"

4. Paragraph 1(h) of the Covenants is hereby modified to add the following to the first sentence

"...and Tracts B and C of Savannah Glen Unit 4."

5. Paragraph 1(m) of the Covenants is hereby amended to add the following: "The term "Plat" shall be construed to extend to and include the Plat of Savannah Glen Unit 4 as recorded in Plat Book 33, pages 55 through 58, of the public records of Clay County, Florida."

6. The 5th unnumbered subparagraph of paragraph 4 of the Covenants is deleted in its entirety and, in lieu thereof, the following is inserted:

"As to Units 1 and 2, until January 1 of the year immediately following the conveyance of the first Lot therein to an Owner, the maximum assessment shall be \$125.00 per year. Similarly (notwithstanding the requirement hereinbelow that all Lots be assessed uniformly), as to Unit 4, until January 1 of the year immediately following the conveyance of the first Lot in Unit 4, the maximum assessment shall be \$131.25 per year, provided, however, that on January 1 of the second year immediately following the conveyance of the first Lots, assessments may be increased to equal assessments in Units 1 and 2 and shall thereafter be subject to the same increase, decreases and limitations as otherwise provided herein."

7. The first sentence of the 11th unnumbered subparagraph of paragraph 4 of the Covenants is hereby deleted in its entirety and, in lieu thereof, the following is inserted:

"The annual assessments provided for herein shall commence as to Units 1 and 2 on June 1, 1998, and as to Unit 4, annual assessments shall commence on April 1, 1999."

8. Paragraph 6 of the Covenants is hereby modified to add the following to the first sentence thereof:

"...(3) as to Unit 4, 1,200 square feet."

9. Paragraph 8 of the Covenants is deleted in its entirety and, in lieu thereof, the following is inserted:

"No building shall be located on any Lot nearer than twenty (20) feet to the front lot line in Units 1, 2 or 4 (provided, however, that as to lots within Units 2 and 4, the ARB may, at its discretion, reduce the said limitation to fifteen (15) feet), nor nearer than five (5) feet to any side lot line, nor nearer than ten (10) feet to the rear lot line. Distance between adjacent dwellings shall not be less than ten (10) feet."

10. Exhibit "A" of the Covenants is hereby modified to add the legal descriptions defined in Exhibit "A-1" hereto.

11. Exhibit "B" of the Covenants is hereby modified to add those matters described in Exhibit "B-1" hereto.

12. This agreement shall be construed in accordance with the laws of the State of Florida.

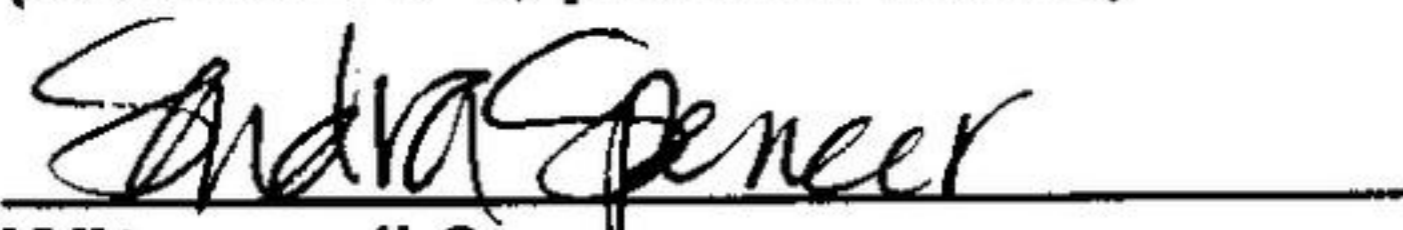
13. This agreement shall be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

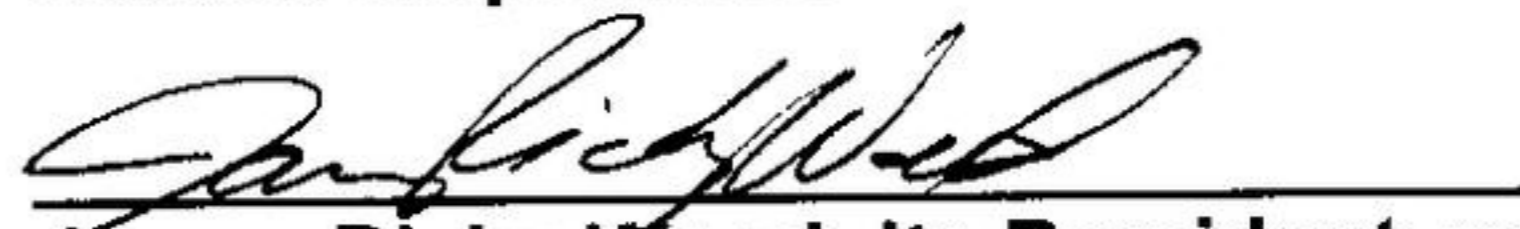

Witness # 1

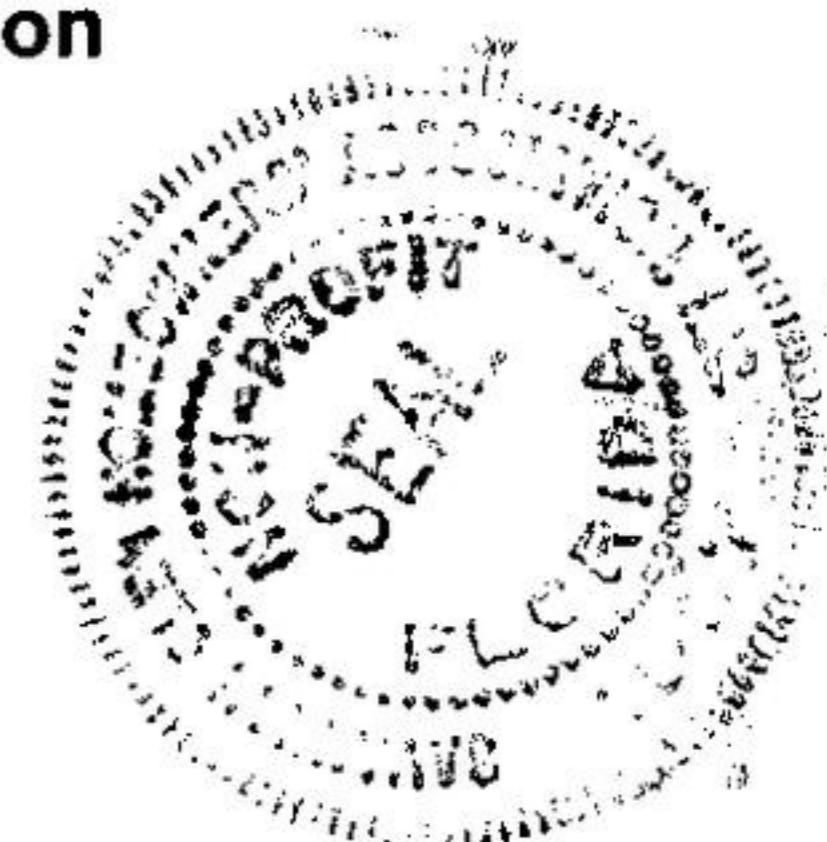
PATRICK WALLACE
(Witness # 1, printed name)


Witness # 2

Sandra Spencer
(Witness # 2, printed name)

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


James Ricky Wood, Its President, on
behalf of the corporation



In the Presence of:

Patrick Wallace
Witness # 1
PATRICK WALLACE
(Witness # 1, printed name)

SAVANNAH GLEN, INC.,
a Florida corporation
James Ricky Wood
James Ricky Wood, Its President, on
behalf of the corporation

Sandra Spencer
Witness # 2
Sandra Spencer
(Witness # 2, printed name)



STATE OF FLORIDA
COUNTY OF CLAY

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 4TH day of May, 1999, by James Ricky Wood as President of SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

Sandra Spencer
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____
Printed Name: _____



STATE OF FLORIDA
COUNTY OF CLAY

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 4TH day of May, 1999, by James Ricky Wood as President of SAVANNAH GLEN, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Sandra Spencer
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____
Printed Name: _____



**Exhibit "B-1" to Second Amendment to
Covenants and Restrictions of
SAVANNAH GLEN**

Supplemental Exhibit "B" to
Covenants and Restrictions of
SAVANNAH GLEN

Drainage Easements Located as follows:

- I. Lying on the common border of:
 1. Lots 114 and 115 of Unit 4
 2. Lots 122 and 123 of Unit 4

- II. The rear of Lots 62 through 66, 112 through 117, 119 through 122, all inclusive, and the easterly side of Lot 62 of Unit 4

- III. Tracts "B" and "C" of Unit 4 as shown on the Plat

Exhibit "A-1"
to Second Amendment to Covenants and Restrictions of
SAVANNAH GLEN

Supplemental Exhibit "A" to Covenants and Restrictions of
SAVANNAH GLEN

SAVANNAH GLEN UNIT 4

Being a portion of Sections 4 and 9, Township 4 South, Range 25 East, Clay County,
Florida

A portion of Sections 4 and 9, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: BEGIN at the most Southerly corner of Lot 35 as shown on the plat of Savannah Glen Unit 2, as recorded in Plat Book 31, Pages 72 through 77, inclusive, of the Public Records of said County; thence South $45^{\circ}47'18''$ West, 64.42 feet to the point of curvature of a curve concave Northerly, having a radius of 315.00 feet; thence Westerly along the arc of said curve, through a central angle of $76^{\circ}38'33''$, an arc distance of 421.40 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $84^{\circ}06'45''$ West, 390.67 feet; thence South $50^{\circ}20'48''$ West, 288.50 feet; thence North $88^{\circ}26'33''$ West, 101.72 feet; thence North $53^{\circ}28'08''$ West, 399.47 feet; thence North $00^{\circ}32'18''$ East, 280.05 feet; thence North $59^{\circ}20'52''$ East, 91.35 feet; thence South $30^{\circ}38'08''$ East, 100.00 feet; thence North $59^{\circ}20'52''$ East, 110.00 feet; thence North $98^{\circ}48'58''$ East, 50.00 feet; thence North $59^{\circ}20'52''$ East, 139.17 feet; thence South $25^{\circ}24'21''$ East, 10.53 feet; thence North $62^{\circ}26'08''$ East, 100.39 feet; thence North $68^{\circ}45'50''$ East, 50.29 feet; thence North $62^{\circ}44'43''$ East, 113.98 feet; thence South $32^{\circ}02'54''$ East, 119.17 feet; thence South $08^{\circ}28'59''$ East, 53.00 feet to a point on a curve concave Northwesterly, having a radius of 2,025.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $04^{\circ}49'39''$, an arc distance of 170.62 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $61^{\circ}57'54''$ East, 170.57 feet; thence South $30^{\circ}26'55''$ East, 130.76 feet to the Northwesterly line of Lot 38 of said Savannah Glen Unit 2, said point also lying in the boundary line of said last mentioned plot; thence along said boundary line, run the following five (5) courses and distances: Course No. 1: South $26^{\circ}20'23''$ West, 42.61 feet; Course No. 2: South $45^{\circ}47'18''$ West, 108.00 feet; Course No. 3: South $44^{\circ}12'42''$ East, 160.00 feet; Course No. 4: North $45^{\circ}47'18''$ East, 33.50 feet; Course No. 5: South $44^{\circ}12'42''$ East, 140.00 feet to the POINT OF BEGINNING.

Containing 11.00 acres, more or less.