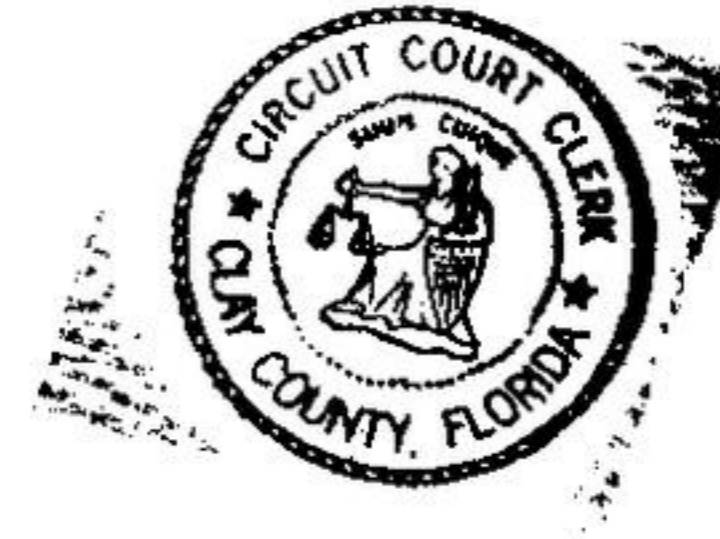


O. P. BRANCH



Book: **1802**  
Page: **1963**  
Rec: **06/28/99**  
**02:28 PM**  
File# **9929875**  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: **\$33.00**

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

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

**THIS THIRD AMENDMENT TO COVENANTS AND RESTRICTIONS OF SAVANNAH GLEN** is made this 24<sup>th</sup> day of June, 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").

**W I T N E S S E T H :**

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, and as amended by Second Amendment to Covenants and Restrictions of Savannah Glen recorded May 6, 1999, in Official Records Book 1791, page 1699, 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, 2 and 4"). 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, Unit 4 is the same land described in and the subject of that certain Plat of Savannah Glen Unit 4 as recorded in Plat Book 33, pages 55 through 58, 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, 2 and 4, and the Association desires to assume additional burdens and benefits with respect to Units 3 and 6 of Savannah Glen, Units 3 and 6 are the same lands described in and the subject of those certain Plats of Savannah Glen Units 3 and 6 as recorded in Plat Book 33, pages 63 through 69, inclusive, all 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 Units 3 & 6, 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, 3, 4, and 6 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(m) of the Covenants is hereby amended to add the following: "The term "Plat" shall be construed to extend to and include the Plats of Savannah Glen Units 3 and 6, as recorded in Plat Book 33, pages 63 through 69, inclusive, of the public records of Clay County, Florida."

4. The 5<sup>th</sup> 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 Units 3, 4 and 6 until January 1 of the year immediately following the conveyance of the first Lot therein to an Owner, 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."

5. The first sentence of the 11<sup>th</sup> 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 Units 3, 4 and 6, annual assessments shall commence on July 1, 1999."

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

"...(4) as to Unit 6, 1,200 square feet; (5) as to Unit 3, 1,350 square feet."

7. 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, 3, 4 or 6 (provided, however, that as to lots within Units 2, 4 and 6 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."

8. The first paragraph of subparagraph(b) of paragraph 26 of the Covenants is hereby deleted in its entirety and, in lieu thereof, the following is inserted:

"A non-exclusive easement for drainage (the "Private Drainage Easement") is now declared over, under and upon the rear ten feet (10') of Lots 27 through 36, inclusive, of Unit 1, Lots 36 through 61, inclusive, of Unit 2, and Lots 77 through 86 , inclusive, of Unit 3 as shown on the Plats of Units 1, 2 and 3 (the "Affected Lots"). Each Affected Lot will be burdened by the Private Drainage Easement and each Affected Lot will be entitled to its benefit. The Developer has installed in the Private Drainage Easement in Units 1 and 2 certain drainage facilities (the "Drainage Facilities") and a fence (the "Fence"). The Developer reserves the right to install Drainage Facilities and a Fence within the Private Drainage Easement of Unit 3. "

9. The first sentence of the third paragraph of subparagraph(b) of paragraph 26 of the Covenants is hereby deleted in its entirety and, in lieu thereof, the following is inserted:

" The Owners of the Affected Lots lying within Units 1 and 3 will maintain the Fence at their expense; each Lot Owner bearing those expenses arising from the maintenance of that portion of the Fence lying within its Lot."

10. Paragraph 26 of the Covenants is hereby modified to add the following to the end of the paragraph:

" (d) Non-exclusive and non-fenceable easements being ten (10) feet in width over, under, upon and across the North ten (10) feet of Lots 48, 49, 50, 65, 66 and 67 of Unit 3, and Lots 80, 81, 82 and 83 of Unit 6 have been granted to Clay Electric Cooperative, Inc., (hereinafter referred to as the "Cooperative"). These easements prohibit the placement of fencing, obstructions, or permanent improvements within the non-fenceable easement area. Should any fencing or improvements be located within said non-fenceable easement area, Cooperative shall be entitled to remove such fencing or improvements and shall not be obligated to make any repair or replacement

with respect to the removed improvements and shall have not liability whatsoever to the owners of the above mentioned lots for such removal."

11. Exhibit "A" of the Covenants is hereby modified to add the legal descriptions defined in Exhibit "A-2" hereto.

12. Exhibit "B" of the Covenants is hereby modified to add those matters described in Exhibit "B-2" hereto.

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

14. 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:

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

*Patrick Wallace*  
Witness # 1

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

PATRICK WALLACE  
(Witness # 1, printed name)

*Douglas Edwards*  
Witness # 2

DOUGLAS EDWARDS  
(Witness # 2, printed name)

SAVANNAH GLEN, INC., a Florida corporation

*Patrick Wallace*  
Witness # 1

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

PATRICK WALLACE  
(Witness # 1, printed name)

*Douglas Edwards*  
Witness # 2

DOUGLAS EDWARDS  
(Witness # 2, printed name)



STATE OF FLORIDA  
COUNTY OF CLAY

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of June, 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: Sandra Spencer



STATE OF FLORIDA  
COUNTY OF CLAY

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of June, 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: Sandra Spencer



**Exhibit "A-2"**  
**to THIRD Amendment to Covenants and Restrictions of**  
**SAVANNAH GLEN**

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

**SAVANNAH GLEN UNIT 3**

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

**CAPTION**

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: BEGIN at the Northwestly corner of Lot 20 as shown on the plat of Savannah Glen Unit 1, as recorded in Plat Book 31, Pages 68, 69, 70 and 71, of the Public Records of said County; thence Southerly along the Westerly boundary line of said last mentioned plat run the following five (5) courses and distances: Course No. 1: South 00°38'32" West, 221.73 feet; Course No. 2: South 42°42'23" East, 123.08 feet; Course No. 3: South 26°11'24" East, 208.18 feet; Course No. 4: South 82°09'07" West, 9.10 feet; Course No. 5: South 07°50'53" East, 160.02 feet to the Southwestly corner of Lot 27 of said last mentioned plat, said point lying on the Northerly line of Lot 49 as shown on the plat of Savannah Glen Unit 2, as recorded in Plat Book 31, Pages 72, 73, 74, 75, 76 and 77, of said Public Records; thence Westerly along the Northerly boundary line of said last mentioned plat run the following seven (7) courses and distances: Course No. 1: South 82°09'07" West, 65.00 feet; Course No. 2: South 79°48'04" West, 62.47 feet; Course No. 3: South 74°10'19" West, 62.25 feet; Course No. 4: South 68°34'43" West, 61.68 feet; Course No. 5: South 62°55'05" West, 63.74 feet; Course No. 6: South 57°15'38" West, 61.61 feet; Course No. 7: South 51°16'51" West, 224.43 feet; thence North 30°26'55" West, departing said Northerly boundary line, 130.76 feet to a point on a curve concave Northwestly having a radius of 2025.00 feet; thence Southwestly along the arc of said curve through a central angle of 02°03'01", an arc distance of 72.46 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 60°34'35" West, 72.46 feet; thence North 28°23'54" West, 50.00 feet to a point on a curve concave Northwestly having a radius of 1975.00 feet; thence Northeastly along the arc of said curve through a central angle of 05°34'13", an arc distance of 192.01 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 58°48'59" East, 191.93 feet; thence North 32°02'54" West, 597.12 feet; thence North 00°38'32" East, 80.38 feet; thence North 06°23'20" East, 121.76 feet to a point lying on the Southerly line of a 10 foot County Right of Way as described and recorded in Official Records Book 1603, Page 1259 (Parcel E) of said Public Records; thence South 89°21'28" East, along last said line, 632.55 feet to the POINT OF BEGINNING.

Containing 10.95 acres, more or less.

**SAVANNAH GLEN UNIT 6**

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

**CAPTION**

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: BEGIN at the Northwestly corner of Lot 67, as shown on the plat of Savannah Glen Unit 3, as recorded in Plat Book 33, Pages 63 through 68, inclusive, of the Public Records of said County; thence Southerly along the Westerly boundary of said last mentioned plat, run the following five (5) courses and distances: Course No. 1: South 06°23'20" West, 121.76 feet; Course No. 2: South 00°38'32" West, 80.38 feet; Course No. 3: South 32°02'54" East, 597.12 feet to a point on a curve concave Northwestly having a radius of 1975.00 feet; Course No. 4: thence Southwestly along the arc of said curve through a central angle of 05°34'13", an arc distance of 192.01 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 58°48'59" West, 191.93 feet; Course No. 5: South 28°23'54" East, 50.00 feet to a point on a curve concave Northwestly having a radius of 2025.00 feet; thence Southwestly along the arc of said curve through a central angle of 02°46'38", an arc distance of 98.16 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 62°59'25" West, 98.15 feet; thence North 06°29'50" West, 53.00 feet; thence North 32°02'54" West, 372.11 feet; thence North 28°14'13" West, 113.68 feet; thence North 67°55'33" West, 106.57 feet to the Southeastly corner of the lands described in Official Records Book 1603, Page 1212 of said Public Records; thence North 00°32'18" East, along the Easterly line of said last mentioned lands, 290.00 feet to the Southerly line of the lands described in Official Records Book 1603, Page 1259 (Parcel "E"); thence South 89°21'28" East along last said line, 341.99 feet to the POINT OF BEGINNING.

Containing 5.97 acres, more or less.

**Exhibit "B-2"**  
**to THIRD Amendment to**  
**Covenants and Restrictions of**  
**SAVANNAH GLEN**

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

Drainage Easements Located as follows:

The southerly ten (10) feet of Lot 42 of Unit 3 as shown on the Plat.

The westerly five (5) feet of Lot 77 if Unit 3 as shown on the Plat.