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O. P. BRANCH

This Instrument Prepared by  
and Record and Return to:  
Robert A. Ford, Esquire  
10110 San Jose Blvd.  
Jacksonville, FL 32257

**5 MIN. RETURN**



Book: **1867**  
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James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: **\$19.50**

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

THIS FOURTH AMENDMENT TO COVENANTS AND RESTRICTIONS OF SAVANNAH GLEN is made this 14 day of June, 2000, 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 4729 U.S. Hwy. 17, Suite 204, Orange Park, Florida, 32073 (hereinafter referred to as "Savannah Glen").

**RECITALS:**

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, as amended by First Amendment to Covenants and Restrictions of Savannah Glen recorded December 15, 1998, in Official Records Book 1762, page 723, and further amended by Second Amendment to Covenants and Restrictions of Savannah Glen recorded May 6, 1999, in Official Records Book 1791, page 1699, and further amended by Third Amendment to Covenants and Restrictions of Savannah Glen recorded June 28, 1999, in Official Records Book 1802, page 1963, all of the public records of Clay County, Florida (the covenants and restrictions, as so modified, are herein

referred to as the "Covenants", and the lands heretofore affected by the Covenants are herein referred to as "Units 1, 2, 3, 4 and 6"). 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, Units 3 and 6 are the same lands described in and the subject of that certain Plat of Savannah Glen Units 3 and 6 as recorded in Plat Book 33, pages 63 through 69, inclusive, and Unit 4 is the same lands 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, all of the public records of Clay County, Florida. The Association is a not-for-profit Florida corporation comprised of the owner of lots in Units 1, 2, 3, 4 and 6, and the Association desires to assume additional burdens and benefits with respect to Unit 5 of Savannah Glen. Unit 5 is the same lands described in and the subject of that certain Plat of Savannah Glen Unit 5 as recorded in Plat Book 35, pages 5 through 7, inclusive, all of the public records of Clay County, Florida. 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 5 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, 5 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 Plat of Savannah Glen Unit 5 as recorded in Plat Book 35, pages 5 through 7, inclusive, of the public records of Clay County, Florida."

4. The fifth (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 Lots 3, 4, 5 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 eleventh (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, as to Units 3, 4 and 6, annual assessments shall commence on July 1, 1999, and as to Unit 5, annual assessments shall commence on July 1, 2000."

6. Paragraph 6 of the Covenants is hereby modified to add the following to the first sentence thereof: ". . .and as to Unit 5, 1,200 square feet".

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

In the Presence of:

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

By: James Ricky Wood  
James Ricky Wood, President

\_\_\_\_\_  
Witness #1 [Print Name]

Sandra Spencer  
Witness #2  
Sandra Spencer [Print Name]

SAVANNAH GLEN, INC., a Florida corporation

By: James Ricky Wood  
James Ricky Wood, President

\_\_\_\_\_  
Witness #1 [Print Name]

Sandra Spencer  
Witness #2  
Sandra Spencer [Print Name]

STATE OF FLORIDA  
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 14 day of June, 2000, by James Ricky Wood as President of SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, on behalf of the corporation. He is personally known to me ~~or produced~~



Sandra Spencer  
Notary Public (Signature)  
Sandra Spencer  
Name of Notary Public (Typed, Printed or Stamped)  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 14 day of June, 2000, 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 Spencer  
Notary Public (Signature)  
Sandra Spencer  
Name of Notary Public (Typed, Printed or Stamped)  
My Commission Expires: \_\_\_\_\_