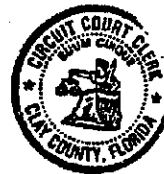


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PREPARED BY & RETURN TO:  
Barry B. Ansbacher, Esquire  
Ansbacher & McKeel, P.A.  
2450 Riverplace Tower  
1301 Riverplace Boulevard  
Jacksonville, Florida 32207

O. P. BRANCH



Book: 2069  
Page: 1123  
Rec: 07/01/2002  
03:11 PM  
File# 200239390  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: \$19.50

5 MIN. RETURN

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

THIS Second Amendment is made as of the 24<sup>th</sup> day of June, 2002 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
- C. The Developer created *Glenhaven Homeowners Association, Inc.*, a not for profit Florida corporation (the "Association").
- D. Developer is the sole "Class B Member" of the "Association," as such terms are defined in the Declaration.
- E. The Developer desires, pursuant to Section 8.8(d) of the Declaration to bring within the scheme of the Declaration, certain additional property 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. *The following verbiage is added as new section 5.1 (a) Accessory Buildings:*

*5.1 A Accessory Buildings. Any accessory buildings permitted under section 5.1 ("Accessory Building(s)") remain subject to the approval procedures set forth in section 4.1; provided however, Accessory Buildings built and maintained in strict compliance with the provisions of this section 5.1 shall not require prior approval and may be erected and permitted on a Lot. The provisions of this section do not; however, relieve an Owner from the provisions otherwise applicable to such Accessory Buildings set forth elsewhere in this Declaration including, for example but in not limitation, section 5.12 Temporary Structures; Section 5.13 Completion and Construction of Repairs; Section 5.17 Garages; or Section 6.3 Maintenance of Exteriors.*

*(a) Accessory Buildings must be located only wherefully screened by a fence, built in compliance with Section 5.11, as modified in the First Amendment, so as not to be visible to persons from beyond the respective Lot, except only for that portion of any Accessory Buildings rising above the height of the fence. In no event may any Accessory Building exceed eight (8) feet in height, or more than two (2) feet higher than the fence screening the Accessory Building whichever is lower. The height of the Accessory Building shall be measured from the natural grade to the highest most point of the Accessory Building, including antenna, dormers, or other features. In the event that the natural grade is disturbed, or where a Lot slopes then the measurement shall be made using the grade at the point of the fence screening the Accessory Buildings if same is lower than the grade at the location of the Accessory Building.*

*(b) In no event may more than 1 Accessory Buildings be constructed or maintained on any Lot. In no event may the size of all Accessory Buildings exceed 100 feet in floor space. In no event may Accessory Buildings be used for any purpose other than storage, and accordingly any Accessory Building, which will contain plumbing, electricity, or air conditioning must receive architectural approval pursuant to Section 4.1 prior to being constructed or maintained at a Lot, and may not be approved under this Section 5.1 A.*

- (c) *The portion of any Accessory Building rising above the fence screening same from view must harmonize with the color(s) and materials of the primary dwelling located on the same Lot and shall not contain any decoration, material, or coloration which will detract from the appearance of the home or surrounding dwellings. In the event that there is any dispute as to acceptable materials and color(s), then the Owner desiring to construct or maintain such an Accessory Building shall have the obligation of first obtaining approval of the Developer pursuant to Section 4.1.*

3. Developer, brings within the scheme of the Declaration the property shown on **EAST GLENHAVEN UNIT ONE**, a subdivision, according to plat thereof recorded in **Plat Book 38, page 1**, 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 ONE** will now be considered as "Lots" under the Declaration for all purposes.

4. Developer, brings within the scheme of the Declaration the property shown on **EAST GLENHAVEN UNIT TWO**, a subdivision, according to plat thereof recorded in **Plat Book, 38 page 13**, 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 TWO** will now be considered as "Lots" under the Declaration for all purposes.

5. Developer, brings within the scheme of the Declaration the property shown on **GLENHAVEN UNIT THREE**, a subdivision, according to plat thereof recorded in **Plat Book 37, page 71**, 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 **GLENHAVEN UNIT THREE** will now be considered as "Lots" under the Declaration for all purposes.

6. Developer, brings within the scheme of the Declaration the property shown on **GLENHAVEN UNIT THREE-A**, a subdivision, according to plat thereof recorded in **Plat Book 37, page 75**, 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 GLENHAVEN UNIT THREE-A will now be considered as "Lots" under the Declaration for all purposes.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed the day and year first above written.

Larmac Development Corp., Inc.,  
a Florida corporation (Corporate Seal)

By: Larry D. Nichols  
Larry D. Nichols, President

"DEVELOPER"

Address 692 Camp Johnson Road  
Orange Park, Florida 32065

WITNESSES: (2 REQUIRED, NOTARY CAN ALSO SIGN AS A WITNESS)

Sherry D. Olmstead  
First Witness Signature

Frank B. Higson  
Second Witness Signature

SHERRY D. OLMSTEAD  
First Witness Printed Name

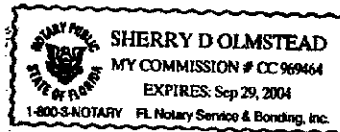
Frank B. Higson  
Second Witness Printed Name

NOTARY ACKNOWLEDGEMENT:

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2002 by Larry N. Nichols, as President, for Larmac Development Corp., Inc., a Florida Corporation.

Sherry D. Olmstead  
Notary Public, State of Florida  
Print Name: SHERRY D OLMSTEAD  
Notary No.: CC 969464



Personally Known  
 Produced \_\_\_\_\_ as identification