

Prepared by and
Record and Return To:
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Bk: 8578
Pg: 950 - 964
Doc# 97064519
Filed & Recorded
03/27/97
02:08:39 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
FEE: \$ 69.00

DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS

SHELL BAY

THIS DECLARATION, made on the date hereinafter set forth by Morris & Ahern, Ltd.
a Florida limited partnership (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the Owner of all property known as Shell Bay, County of Duval,
State of Florida, which is more particularly described on Attachment "A" :

NOW, THEREFORE, Declarant hereby declares that all of the properties described above
shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right, title or interest in the described
properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of
each Owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Shell Bay Homeowners Association, Inc.,
its successors and assigns.

Section 2. "Owner" shall mean and refer to the record property Owner, whether one or
more persons or entities, of a fee simple title to any Lot or Parcel which is a part of the Property,
including contract sellers, but excluding those having such interest merely as security for the
performance of an obligation.

Section 3. "Plat" shall mean the plat(s) of Shell Bay recorded from time to time in the
public records of Duval County, Florida.

Section 4 "Site Plan" shall mean the plan for Shell Bay Planned Unit Development
approved by the City of Jacksonville, Duval County, Florida, by zoning ordinance Ord.96-650 and
any future modifications made thereto and approved by the aforementioned jurisdictional
government entity.

Section 5. "Property" shall mean and refer to that certain real property hereinbefore legally
described, and such additions thereto as may hereafter be brought within the jurisdiction of the
Association.

Section 6. "Open Area" shall mean all real property (including the improvements thereto)
owned by the Association for the common use and enjoyment of the Owners. Open Area to be

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owned by the Association, free and clear of all encumbrances at the time of the conveyance of the first lot or parcel, are described as "Open Areas" on the Site Plan and Plat(s) of Shell Bay property..

Section 7. "Parcel" shall mean and refer to unplatted tracts of land located within the boundaries of the property, excluding road right of ways and Open Areas.

Section 8. "Association Managed Area" shall mean the real property identified on the site plan and Plat which is subject to the easement for the stormwater retention area.

Section 9 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Open Area or unplatted Parcels.

Section 10 "Declarant" shall mean and refer to Morris and Ahern Ltd., a Florida limited Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot or Parcel from the Declarant for the purpose of development.

Section 11 "Wetlands" means that portion of the Property designated on the Plat and Site Plan as Wetlands which are so designated by the Florida Department of Environmental Protection, The St. Johns River Water Management District and the U.S. Army Corps of Engineers. No development, construction, dredging or filling or disturbance in, on or over the designated wetlands of any kind is not permitted without permits being obtained from the aforementioned jurisdictional agencies.

Section 12 "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, drainage overflow, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II.

OPEN AREA

The Open Area described on the Site Plan or Plat is provided for the enjoyment of all lot owners. The Declarant shall maintain the property designated as Open Area prior and subsequent to the conveyance of the same to the Association. The Association shall assume all of Declarant's maintenance obligations under any zoning ordinance affecting the Property or any permit or agreement with any governmental agency concerning any use, enjoyment or development of the Property.

It is the intent of the Declarant that all Shell Bay Open Areas shall be retained in there natural state except for the Shell Bay entrance road area that will be landscaped and improved. Maintenance of the Open Areas will be restricted to removing dead trees and plants, and any manmade objects or repairing any manmade damage. No excavation, filling or alteration of the existing ground contour is permitted within the designated wetlands boundaries of any Open Area.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Open Area which shall be appurtenant to and shall pass with the title to every Lot or Parcel, subject to: (a) the right of the Association to dedicate or transfer all or any part of the Open Area to any public agency, authority, or public or private utility for such purposes, and subject to such conditions as may be agreed to by the members, and (b) subject to the approval of the City of Jacksonville and Duval County, Florida if the dedications or property transfer provisions constitute a change in Open Area use as specified in the Shell Bay Planned Unit Development zoning ordinance (Ord. 96-650).

Section 4. Utility and Drainage Easements. Certain easements as shown on the Plat or Parcel surveys are for drainage and utilities, including cable television. The Declarant, for itself and its successors and assigns, shall have the right and privilege over, on and under said easements to erect, maintain and use electric, telephone and television wires, cables, conduits, water mains, drainage lines, drainage ditches and drainage retention areas, sewer lines, and other suitable equipment for drainage and sewage disposal purposes and for the installation, maintenance, transmission and use of electricity, gas, telephone, television, lighting, heating, water, drainage, sewage and other conveniences for utilities. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges and easements referred to in this paragraph. The Owners of the Lots or Parcels subject to the privileges, rights and easements referred to in this paragraph, and as shown on the Plat or Parcel survey, shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over and under the easements. No structure, pavement or other improvement shall be erected on any part of any easement by the Owner of any Lot or Parcel, and in the event any structure or other improvement is placed on any easement, it shall be removed upon request of the declarant, its successors or assigns, at the cost of the Owner of said Lot or Parcel. Declarant reserves an easement for ingress and egress for itself, its agents, employees, successors, assigns and the Association for maintenance and repair of the retention area as defined in Section 5 herein.

Section 5- Easements for Stormwater Retention Area The Declarant hereby reserves a drainage easement ("Drainage Easement") for itself, its agents, employees, successors and assigns, and for the Association on, in and over that portion of the Property designated as the Stormwater retention area on the Plat and Site Plan, and which encumbers certain Lots as shown on the Plat and Site Plan ("Stormwater Retention Area") which Stormwater Retention Area are included with these properties previously defined as the Association Managed Area. The Stormwater Retention Area is a part of the surface water and stormwater management system for Shell Bay, and in connection therewith, the following shall apply:

(a) Use of Property. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or

stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District and Duval County.

(b) **Amendment.** Any amendment to the Covenants and Restrictions which alter the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Stormwater Retention Area, must have the prior approval of the St. Johns River Water Management District and Duval County.

(c) **Enforcement.** The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

The Lots encumbered by the Drainage Easement ("Burdened Lots") shall remain responsible for the property taxes applicable to the entire Lot. The Declarant further reserves an easement for itself, its successors and assigns, and for the Association, for reasonable ingress and egress onto the Burdened Lots encumbered by the Drainage Easement for necessary maintenance and repair of the Retention Area. The Association shall hold harmless and indemnify the Owners of the Burdened Lots for any claim or cause of action brought against an Owner of a Burdened Lot for personal or property injuries suffered in connection with or arising out of the Drainage Easement, including attorney fees and costs. The Association shall be required to maintain liability insurance for the Retention Area in amounts sufficient to insure against reasonably foreseeable risks.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot or parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Parcel which is subject to assessment.

Section 2- The Association shall have two classes of voting membership, as follows:

Class A

Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot or Parcel owned. When more than one person holds an interest in any Lot or parcel, all such persons shall be members. The vote for such Lot or Parcel shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B

Class B member(s) shall be the Declarant, its successors or assigns, and Declarant shall be entitled to three (3) votes for each Lot or Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 2003.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment The Declarant, for each Lot or Parcel owned within the Property, hereby covenants, and each Owner of any Lot or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in the Property and for all expenses required for the reasonable improvement and maintenance of the Open Area and Association Managed Area, including payment of ad valorem taxes assessed against the Open Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot or Parcel.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or at a meeting duly called for that purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, amortized over a period of not more than five (5) years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Open Area or Association Managed Axes, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Borrowed Funds. The association may borrow funds for the purposes herein and repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein.

Section 6. Notice and Quorum for any Action Authority Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not fewer than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast the majority of all the votes of each class of membership shall constitute a quorum.

Section 7. Uniform Rate of Assessment
Both annual and special assessments must be fixed at a uniform rate for all Lots or Parcels and may be collected on an annual basis.

Section 8. Date of Commencement of Annual Assessments/Due Dates
The annual assessments provided for herein shall commence as to all Lots or Parcels on the day of the conveyance of the first Lot or Parcel to be sold by Declarant to a third party. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Any provision of this Declaration to the contrary notwithstanding, Lots or parcels owned by and held for sale by the Declarant shall not be subject to annual or special assessments. It is understood and agreed that until such time as Declarant shall have sold and conveyed all Lots or parcels to be developed in Shell Bay, that Declarant shall bear a portion of the expenses necessary for provision of the services described in Article V, Section 2, of this Declaration to the extent that said services are provided for the benefit of unsold Lots or parcels owned by the Declarant.

Section 9. Effect of Nonpayment of Assessments/Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Area or abandonment of Owner's Lot or Parcel.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from liability for any assessments thereafter becoming due or from the lien thereof. Mortgage holders shall not be required to escrow any annual or special assessments for the benefit of the Association. An Owner's failure to pay assessments when due shall not, in the absence of another document stating otherwise, constitute a default under the terms of an insured mortgage.

ARTICLE VI.
ARCHITECTURAL CONTROL

Section 1- Single Family Residence Only. Except as herein and otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot or building plot on said land other than one single family residence. Without the approval of Duval County, the height of the main residence on each Lot or Parcel shall be not more than thirty-five (35) feet above the lowest finished floor slab elevation shown on the Duval County approved engineering drawings for Shell Bay. No building situate on any Lot or Parcel shall be used for business, commercial, amusement, charitable or manufacturing purposes. Nothing herein contained shall be construed to prevent Declarant from using any Lot or Parcel for a right of way for road purposes or easements, in which event none of the restrictions herein shall apply.

Section 2- Building Plot. Building Plot shall refer to all or parts of a platted Lot(s) or Parcel(s) and may consist of one or more contiguous platted Lots or Parcels, all or part of one platted Lot or Parcel, all of one platted Lot or Parcel and part of a contiguous platted Lot(s) or Parcel(s), or any other combination of contiguous parts of platted Lots or Parcels which will form an integral unit of land suitable for use as a residential building site; PROVIDED, HOWEVER, that no Building Plot shall have an area and dimensions less than the smallest allowable Lot shown on the Plat or Site Plan.

Section 3. Minimum Square Footage for Any Principal Residence. No principal residence shall be erected or allowed to remain on any Lot or Parcel unless the square footage of heated living area thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 1,800 square feet.

Section 4. Setback for All Structures. No building shall be located on any Lot or Parcel nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line, nor nearer

than 10 feet to the rear Lot line. The Declarant, the Architectural Review Board, or the Association shall have the right to release Lots from minor violations of these setback restrictions provided the violations are deemed acceptable by Duval County Building and Zoning Department. The Principal Residence shall not cover more than twenty-five percent (25%) of a platted lot.

Lots or Parcels located East of Milton Road shall have a rear setback and side setback of 40' from the jurisdictional wetlands line shown on the Plat or Parcel survey.

Lots or Parcels that have a rear property line that abuts Heckscher Drive Estates Subdivision or Heckscher Drive road will measure the rear building setback line from the buffer line shown on the Plat or survey and not the rear lot line.

Section 5- Completion of Construction. The construction of a single family residence on a Lot must be completed within 365 days from the date that the footings are poured for the single family residence. For the purposes of this paragraph, the term "completed" shall be defined to be the date that a Certificate of Occupancy is issued by the Duval County, Florida, Building and Zoning Department.

Section 6. Other Structures. The following buildings, structures, and objects may be erected and maintained on the Lot or Parcel only if the same are located wholly within the rear of the main dwelling, and at least 20 feet away from any side street Lot line, and at least 10 feet away from any side Lot line, and at least 40' feet from the rear Lot line or any jurisdictional wetlands line or drainage retention area: Pens, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil and other fuels, clothes, racks, lines, washing and drying equipment, laundry rooms, tools and workshops, garbage and trash cans, hothouses, greenhouses, bathhouses, children's playhouses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installation in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be screened by a wall or fence sufficiently landscaped, using materials and with height and design and in such a manner that such objects shall be obstructed from view from the outside of the Lot. Air conditioning units may be installed at the side of the residence, provided the air conditioning units are not located nearer than five feet (5') to any side Lot line. Each such unit must be adequately and ornamentally screened.

Section 7. Garages. All residences must be constructed with a garage which shall contain at least two parking places appropriate for the parking of passenger vehicles. There shall be no detached garages constructed on any Lot or Parcel except as to those Lots or Parcels fronting on Milton Drive which may have a detached garage subject to approval of the Declarant as provided for in Section 12 of Article VI hereinbelow. No garage shall be permanently enclosed or converted to another use without the written approval of the P.R.B. No carports shall be permitted.

Section 8. Driveways. All improved Lots or Parcels shall have a concrete driveway. In addition, the driveways must be constructed so that the driveway will not impede the flow of surface water drainage in the manner established by Declarant. Placement of culverts in the road right-of-way swale is required and driveway locations and elevations must be approved by the Declarant.

Section 9. Resubdividing or Replatting. Declarant reserves the right to resubdivide or replat Lot or Lots shown on the Plat, including rights of way for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy, any replotted or

resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the Plat immediately prior to the replotting or resubdividing, and the restrictions herein contained shall apply to each Lot as replotted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

Section 10. Fences. Hedges, fences or walls may not be built or maintained on any portion of any Lot or Parcel except on the rear or interior side Lot line, and no closer to the front of the Lot than the back line of the main residence and no closer than 20 feet to a side street, when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than 5 feet from the normal surface of the ground. Notwithstanding anything to the contrary herein, there shall be no chain-link fence allowed. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Declarant or its duly appointed representative.

Section 11. Landscaping: The front and side yards of each lot shall be sodded, and each Lot or Parcel shall contain at least two (2) trees that are at least two inches (2") in diameter two feet (2') above the ground. In addition, each lot shall contain at least twenty (20) shrubs. It is the intent of the ARB that each Lot or Parcel be landscaped so as to preserve as much natural vegetation and trees as possible. Landscaping of the entrance Open Area shall be determined by the PRB.

Section 12. All Structures to be Approved by Declarant.

For the purpose of further insuring the development of the Property as a residential area of high quality and standards, and in order that all improvements on each Lot or Parcel shall present an attractive and pleasing appearance, the Declarant reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, septic tank, drain field, driveway, swimming pool, dock, boathouses; or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any Lot or Parcel, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications, showing the nature, kind, shape, height, size, materials, exterior color schemes, location and orientation on the lot and, tree removal plan, and such other information as the Declarant shall require, including plans for the grading and landscaping of the Lot or Parcel and drainage showing any changes proposed to be made in the elevation or surface contours of the land or drainage swale; have been submitted to and approved by the Declarant in writing. In passing upon such building plans and specifications and lot grading and landscaping plans, the Declarant may consider the suitability, desirability and quality of the proposed construction and the materials. In the event Declarant fails to approve or disapprove the plans and specifications required under the terms of this paragraph within thirty (30) days after they have been submitted to Declarant in writing, such approval shall not be required, and the Lot or Parcel Owner shall be deemed to have complied with the provisions of this paragraph. The Declarant may assign the rights granted in these Sections 10, 11 and 12 to a three-person Plan Review Board (PRB) which will be appointed by the Declarant, or to the Association.

Section 13. No Parking of Vehicles, Boats. No boats may be kept or parked between the Roadways and the residences. No trailers or recreational vehicles shall be maintained or kept on any Lot or Parcel.

Section 14. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent, mobile home or other temporary or moveable building or structure of any kind shall be erected or permitted to remain on any Lot or Parcel, except the Declarant shall have the right to place a temporary trailer on a Lot or Parcel for the purpose of operating a sales office. The use of adequate sanitary toilet facilities for workmen during the course of construction of the main residence and other buildings is permitted hereunder. Likewise, any contractor or sales person may maintain a model home on any Lot or Parcel for the sale of houses being built within Shell Bay.

Section 15. Size of Signs. No sign of any character shall be displayed or placed upon any Lot or Parcel except "For Rent" or "For Sale" signs, which signs must conform to the City of Jacksonville Sign Ordinance.

Section 16. Commercial Signs. Nothing contained in these Covenants and Restrictions shall prevent the declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development purposes.

Section 17. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines or similar material shall be erected or located on any Lot or Parcel unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Declarant.

Section 18. Pets. No animal not authorized by the City of Jacksonville Zoning Code may be kept on any Lot or Parcel and no authorized animal may be kept for commercial or breeding use or purposes. Should an animal or animals become dangerous or an annoyance or nuisance in the neighborhood or nearby property, or become destructive of wildlife, they may not thereafter be kept on the Lot or Parcel after notification by the Association's board of Directors.

Section 20. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property or upon any land or lands contiguous thereto. No fires, burning of waste, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Property or road rights of way.

Section 21. Drainage.

(a) No change in elevations of the land shall be made to any Lot or Parcel which will interfere with the surface water drainage system established by the Declarant or otherwise cause hardship to adjoining property.

(b) There shall be no drainage or artificial altering or change on the courses of the natural flow of water.

(c) Each Owner shall maintain the swales as now exist for proper drainage. Grades are to be established and maintained through construction, with no alterations thereto without Declarant's written approval. Upon completion of construction, disturbed swales or road shoulders shall be restored to their original grades, and any damage that may have occurred to the underdrain system, drainage pipes or structures or the stormwater retention areas shall be repaired.

(d) Each Owner of a Parcel or Lot located East of Milton Road or adjacent to Heckscher Drive shall construct and maintain a surface water interceptor swale located on their Parcel or Lot 20' from the jurisdictional wetland line such that no surface water runoff is directly discharged to the wetlands as required by U.S. Corps of Engineers, St. Johns River Water Management District and the City of Jacksonville and approved by the Declarant.

Section 22. Docks and Boathouses. Each Owner of a Parcel or Lot located East of Milton Drive may construct and maintain a dock and boathouse on their Parcel or Lot provided same has been approved by all applicable governmental agencies and the Declarant in accordance with Article VI Section 12, heremabove

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of each class of members. Any amendment must be recorded, in the public records of Duval County, Florida.

Section 4. Annexation. Additional residential property and Open Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Section 5- FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Open Area and amendment of the Articles of Incorporation.

Section 6- Assignment. Declarant may assign to any person all or some of the rights, privileges and exemptions granted herein to Declarant in connection with the ownership, use or development of a portion of the Property. Any such assignment shall be nonexclusive unless otherwise noted and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 17 day of Mar, 1997.

Signed, sealed and delivered in the presence of:

Sign [Signature]
Print Name: Russell V. Zimmerman

MORRIS & AHERN, Ltd.

Sign [Signature]
Print Name: Fred L. Ahern Jr.

By [Signature]
Print Name FRED L. AHERN
Its General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17 day of Mar, 1997, by Fred L. Ahern General Partner of Morris Ahern, Ltd., who is personally known to me.

NOTARY PUBLIC

[Signature]
Print Name: Diane J. Loftus
Commission Expires: _____
Commission #: _____

(Seal) DIANE J. LOFTUS
Notary Public, State of Florida
My Comm. Expires Mar. 23, 1998
No. CC 358664
Bonded Thru Official Notary Service

JOINDER AND CONSENT

The undersigned, being the owners of a portion of the property described in the above and foregoing Declaration of Covenants, Conditions and Restrictions Shell Bay, hereby consents to the recording of same in public records of Duval County, Florida. Furthermore, the undersigned agree that their property shall be subject to the terms, conditions and provisions of the foregoing Declaration of Covenants, Conditions and Restrictions.

Signed, sealed and delivered in the presence of:

First Witness Signature: Heather Perschke
Print First Witness Name: Heather Perschke
Second Witness Signature: Diana L. Glasscock
Print Second Witness Name: Diana L. Glasscock
First Witness Signature: Monica Bennett
Print First Witness Name: Monica Bennett
Second Witness Signature: Judy Rose
Print Second Witness Name: Judy Rose

Signature of Fred L. Ahern
FRED L. AHERN

Signature of Howard O. Morris
HOWARD O. MORRIS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of March, 1997, by FRED L. AHERN, who is personally known to me or who presented a Florida drivers license as identification.

NOTARY PUBLIC

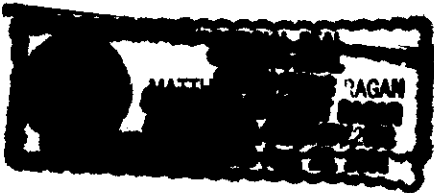


Sign:
Print Name:
Commission expires:
Commission #:
(Seal)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

The foregoing instrument was acknowledged before me this 20th day of March, 1997, by HOWARD O. MORRIS, who is personally known to me or who presented a North Carolina drivers license as identification.

NOTARY PUBLIC



Signature of Matthew Stewart Ragan
Print Name: MATTHEW STEWART RAGAN
Commission expires: August 25, 2001
Commission #:
(Seal)

**LEGAL DESCRIPTION
(SHELL BAY PROPERTY EAST OF MILTON DRIVE)**

A PART OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 21 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HECKSCHER DRIVE, STATE ROAD NO. 105, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH $81^{\circ}15'13''$ WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HECKSCHER DRIVE, A DISTANCE OF 357.78 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF MILTON ROAD, OLD COUNTY ROAD NO. 2203, A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH $0^{\circ}09'02''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 911.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1175.92 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.11 FEET, MAKING A CENTRAL ANGLE OF $13^{\circ}24'15''$, HAVING A CHORD BEARING OF SOUTH $06^{\circ}35'15''$ WEST AND A CHORD DISTANCE OF 274.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $13^{\circ}19'28''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF MILTON ROAD, A DISTANCE OF 25.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 344.88 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 145.70 FEET MAKING A CENTRAL ANGLE OF $24^{\circ}12'18''$, HAVING A CHORD BEARING OF SOUTH $0^{\circ}46'37''$ WEST AND A CHORD DISTANCE OF 144.38 FEET TO THE NORTHERLY BOUNDARY OF HECKSCHER DRIVE ESTATES UNIT 3 AS RECORDED IN PLAT BOOK 24, PAGE 8 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $76^{\circ}07'02''$ EAST, ALONG THE NORTHERLY BOUNDARY OF SAID HECKSCHER DRIVE ESTATES UNIT 3, A DISTANCE OF 130.04 FEET; THENCE NORTH $44^{\circ}25'15''$ EAST ALONG SAID NORTHERLY LINE OF HECKSCHER DRIVE ESTATES UNIT 3, A DISTANCE OF 14 FEET MORE OR LESS TO AN INTERSECTION WITH THE WATERS OF WHITE SHELL BAY; THENCE NORTHERLY AND EASTERLY ALONG SAID WATERS 1500 FEET MORE OR LESS TO AN INTERSECTION WITH AFORESAID EASTERLY LINE OF SECTION 21, SAID POINT BEING LOCATED SOUTH $01^{\circ}27'43''$ WEST AND 85 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE NORTH $01^{\circ}27'43''$ EAST ALONG SAID EASTERLY LINE OF SECTION 21, A DISTANCE OF 85 FEET MORE OR LESS FEET TO THE POINT OF BEGINNING, CONTAINING 8.09 ACRES MORE OR LESS.

**LEGAL DESCRIPTION
(SHELL BAY PROPERTY WEST OF MILTON DRIVE)**

A PART OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 21 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HECKSHER DRIVE, STATE ROAD NO. 105, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 81°15'13" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HECKSHER DRIVE A DISTANCE OF 418.78 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MILTON ROAD, A 60' FOOT RIGHT-OF-WAY, AND TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 81°15'13" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 1824.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING RADIUS OF 1196.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF HECKSHER DRIVE A DISTANCE OF 811.58 FEET MAKING CENTRAL ANGLE OF 38°52'15" HAVING A CHORD BEARING OF NORTH 79°18'40" WEST AND A CHORD DISTANCE OF 796.11 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 3 HECKSHER DRIVE ESTATES UNIT 4 AS RECORDED IN PLAT BOOK 29 PAGES 39 AND 39A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 25°11'00" WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 111.89 FEET; THENCE SOUTH 27°54'00" EAST ALONG THE EASTERLY LINE OF SAID HECKSHER DRIVE ESTATES UNIT 4 A DISTANCE OF 641.98 FEET; THENCE CONTINUE ALONG SAID EASTERLY AND NORTHERLY LINE OF SAID HECKSHER DRIVE ESTATES UNIT 4 THE FOLLOWING 13 COURSES: SOUTH 31°11'46" EAST A DISTANCE OF 95.63 FEET; SOUTH 37°47'18" EAST A DISTANCE OF 95.63 FEET; SOUTH 44°22'50" EAST A DISTANCE OF 95.63 FEET; SOUTH 50°58'22" EAST A DISTANCE OF 95.63 FEET; SOUTH 57°33'54" EAST A DISTANCE OF 95.63 FEET; SOUTH 64°09'26" EAST A DISTANCE OF 95.63 FEET; SOUTH 70°44'58" EAST A DISTANCE OF 95.63 FEET; SOUTH 76°37'22" EAST A DISTANCE OF 74.78 FEET; SOUTH 79°12'00" EAST A DISTANCE OF 46.34 FEET; SOUTH 85°52'20" EAST A DISTANCE OF 60.41 FEET; NORTH 88°13'20" EAST A DISTANCE OF 101.90 FEET; NORTH 81°15'30" EAST A DISTANCE OF 1450.39 FEET; SOUTH 85°22'40" EAST ALONG THE NORTH LINE OF LOT 16, BLOCK 9 OF SAID PLAT OF HECKSHER DRIVE ESTATES, UNIT 4; A DISTANCE OF 109.21 FEET TO AFORESAID WESTERLY RIGHT-OF WAY LINE OF MILTON ROAD AND A POINT ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1115.92 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 122.39 FEET MAKING A CENTRAL ANGLE OF 06°17'03" HAVING A CHORD BEARING OF NORTH 2°59'29" EAST AND A CHORD DISTANCE OF 122.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°09'02" CONTINUING WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 902.27 FEET TO THE POINT OF BEGINNING.