

Record and Return to:
Jan D. McCormick
Brant, Abraham, Reiter, McCormick
& Greene, P.A.
50 N. Laura Street, Suite 2750
Jacksonville, Florida 32202

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WHITE SHELL BAY**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WHITE SHELL BAY ("Amended and Restated Declaration"), made and approved this 21st day of July, 2009, by WHITE SHELL BAY HOMEOWNERS ASSOCIATION, INC., a Florida corporation ("Association"),

WITNESSETH

WHEREAS, Little Marsh Properties established a Declaration of Covenants and Restrictions for White Shell Bay recorded in Official Records Volume 6785, page 281, of the current public records of Duval County, Florida ("Declaration") as the Developer of the Subdivision; and

WHEREAS, The Developer has turned over the subdivision to the Association; and

WHEREAS, the Association wishes to amend and restate the Declaration so that this Amended and Restated Declaration shall replace and be a substitute for the previously recorded Declaration, and the lands described therein shall henceforth be developed and used in accordance with the terms, conditions and provisions hereinafter contained

NOW, THEREFORE, the Association does hereby proclaim, publish and declare that all of the Subdivision shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to this Amended and Restated Declaration which shall run with the land and shall be binding upon the Association and upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof.

ARTICLE I.

MUTUALITY OF BENEFIT AND OBLIGATION OFFICIAL RECORDS

The covenants, restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every parcel of the Subdivision and are intended to create mutual equitable servitudes upon each of said parcels in favor of the other such parcels to create reciprocal rights among the respective owners of said parcels; and to create privity of contract and estate between the grantees of said parcels, their heirs, successors and assigns.

ARTICLE II.

DEFINITIONS

Section 2.1 LOT: Each Lot in the Subdivision, regardless of whether or not a dwelling has been constructed on such Lot.

Section 2.2 ASSOCIATION: White Shell Bay Homeowners Association, Inc., a Florida corporation, its successors and assigns.

Section 2.3 OWNER: A person who is a record owner of a Residential Parcel.

Section 2.4 COMMON AREA: Those portions of the Subdivision which are designated by the Association as a common area.

Section 2.5 RESIDENT: Any person or persons occupying a Lot.

ARTICLE III.

COVENANT FOR ASSESSMENTS

Section 3.1 CREATION OF LIEN FOR ASSESSMENTS: All Lots shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of the Covenants. The annual assessments and charges, and, when authorized in accordance with Section 3.4, special assessments for capital improvements, together with interest thereon and the costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Lot against which each such assessment or charge is made. All Lots shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or other wise encumbered subject to all the terms and provisions of the Covenants applicable to Lots, including, but not limited to, the continuing lien herein described.

Section 3.2 PURPOSE OF ASSESSMENTS: The assessments levied by the Association may be used for the purpose of providing services and activities for Owners; maintaining, operating and repairing the Common Area; establishing a maintenance and repair reserve account; constructing and maintaining common recreational facilities and roadway areas within the Subdivision; providing for the payment of taxes and insurance on all property of the Association and the repair, replacement and additions thereto; and providing for the cost of labor, insurance, equipment, materials, management and supervision thereof, for other purposes beneficial to the Owners as determined by the Association, and for the purpose of carrying out the functions, purposes, responsibilities and duties of the Association. The Board of Directors of the Association shall determine from time to time the level and extent of services to be provided.

Section 3.3 AMOUNT OF ANNUAL ASSESSMENTS: As of the date of the recording of these Covenants, the amount of the annual assessment payable by Owners is \$600 per lot, payable in two semiannual payments of \$300 on July 1, and January 1. Any increase or decrease in the annual assessment shall be approved by majority vote of the Owners.

Section 3.4 SPECIAL ASSESSMENTS: The Association may levy and collect special assessments to pay in whole or in part the cost of any major repair or replacement of a capital improvement without concurrence of the Owners. A "major repair" means any repair made to an existing capital improvement which exceeds \$300.00 and the useful life of which is greater than one (1) year. "Replacement" of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment for the acquisition of a new capital improvement provided the same is approved by a vote of sixty percent (60%) of the Owners.

Section 3.5 EQUALITY OF SPECIAL ASSESSMENTS/MANNER OF CALCULATION: The special assessment payable by each Owner shall be determined by dividing the total assessment fixed by the Association by the total number of Lots in the Subdivision.

Section 3.6 DATE OF COMMENCEMENT AND MANNER OF PAYMENT OF ANNUAL ASSESSMENTS: The Association shall determine on January 1st the annual assessment for the current year, shall levy the annual assessment against each Owner responsible for the payment of the same according to the number of Lots owned by such Owner, and as soon as practicable, shall notify the Owners of the amount and the date on which the assessments shall be due. The Association shall establish the annual assessments and the time and manner for payment of the same, including whether payable in advance and/or in periodic installments. The Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish certificate signed by an officer or duly authorized agent setting forth the assessments levied against an Owner and the Owner's Lot and whether same has been paid.

Section 3.7 EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION: Any annual assessment not paid within thirty (30) days or special assessment not paid within fifteen (15) days after the due date, as established by the Association, shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action to foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments by non-use of the Common Area or by abandonment of the Lot owned by him.

Section 3.8 SUBORDINATION OF LIEN TO MORTGAGES: The lien of any assessment or charge authorized herein with respect to Lots is hereby made subordinate to the lien of any first mortgage on such Lot made by a generally recognized institutional lender, so long as all assessments and charges levied against such Lot falling due on or prior to the date such mortgage is recorded have been paid.

ARTICLE IV

COMMON AREA

Section 4.1 OWNER'S EASEMENT OF ENJOYMENT IN COMMON AREA: Every Owner shall have a non-exclusive right and easement in common with others for the use and enjoyment of the Common Area, and such easement shall be appurtenant to and shall pass with the Lot owned by such Owner. All Owners shall have a non-transferable privilege to use and enjoy the Common Area for as long as they are Owners.

Section 4.2 RESERVATION OF EASEMENTS AND RIGHTS: All the rights, easements and privileges granted in Section 4.1 are subject to:

4.2.1 The right of the Association to adopt reasonable rules and regulations pertaining to the use of the Common Area; the preservation of the property of the Association, the safety and convenience of the users thereof;

4.2.2 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility or other improvement situate on any Common Area;

4.2.3 The right of the Association to suspend the voting rights and the right to use any recreational facilities by an Owner for any period during which an assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for the Infraction of any of its published rules and regulations;

4.2.4 The right of the Association to convey or encumber all or any part of the Common Area;

4.2.5 The right of the Association to grant easements and right-of-way as it shall deem necessary, convenient or appropriate (i) for the proper servicing and maintenance of the Common Area or Lots, and (ii) for the development and improvement of any portion of the Subdivision.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 5.1 MEMBERS: Every Owner of a Lot shall, by virtue of such ownership, be a member of the Association. Membership shall be appurtenant to, and may not be separate from, the ownership of any Lot.

Section 5.2 VOTING RIGHTS: When entitled to vote, each Lot shall be entitled to one vote to be cast by the person designated by the Owners of such Lot in the manner provided in the Articles of Incorporation for the Association.

ARTICLE VI.

OWNERS' PROPERTY ENJOYS BENEFITS AND BEARS BURDENS

All Owners' property bears the burdens and enjoys the benefits of these Covenants. Every person who is an Owner of a fee interest in a Lot does by reason of taking such title agree to all of the terms and provisions of these Covenants and shall be entitled to the benefits and subject to the burdens thereof.

ARTICLE VII.

ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW BOARD

Section 7.1 PREAMBLE: It is the intent of the Association to preserve and enhance the unique natural environment of the Subdivision. As is typical of much of the Southeastern coastal areas, the land is basically flat with gentle slopes and minimal changes in elevations to the edge of the water or tidal marshes. Experience has shown that careful attention during the design and construction stages is required to insure that the

finished home will be compatible with the original site.

Section 7.2 NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL: No external improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, dock, bulkhead or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Plan Review Board ("PRB"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the PRB. It shall be the burden of each Owner to supply preliminary and completed plans and specifications to the PRB, and no plan or specification shall be deemed approved unless a written approval is granted by the PRB to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the PRB to the Owner submitting same. No application shall be made for a building permit or environmental permit without prior approval of the PRB.

Section 7.3 PLAN REVIEW BOARD: The architectural review and control functions of the Association shall be administered and performed by the PRB, which shall consist of the Board of Directors of the Association. A majority of the PRB shall constitute a quorum to transact business at any meeting of the PRB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the PRB.

Section 7.4 POWERS AND DUTIES OF THE PRB: The PRB shall have the following powers and duties:

7.4.1 To recommend, from time to time, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting.

7.4.2 To require submission to the PRB of a preliminary and final application by each Owner and complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, dock, or other improvement, the construction or placement of which is proposed upon any Lot in the Subdivision, signed by the Owner thereof.

7.4.3 To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, dock, bulkhead, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Subdivision and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the PRB shall be final.

Section 7.5 PROCEDURE FOR APPROVAL OF PLANS: The PRB shall approve or disapprove the preliminary application for an improvement within thirty (30) days and the final application for an improvement within thirty (30) days after the same have been submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The applications and plans submitted to the PRB shall meet the following standards:

- (a) The preliminary application will be in "sketch" form and shall include:
 - (i) a suggested layout of home on Lot showing suggested drainage plan, landscape plan, location of all decks, pools, patios, driveways and utility routing, etc.; and
 - (ii) dimensioned floor plan and an indication of materials and colors to be specified for exterior walls, roofs, window trims and exterior trim, etc.
- (b) Upon approval of the preliminary application, a final application shall be filed with the PRB and shall include everything shown on the preliminary application, and in addition, the elevations from all sides of house.
- (c) In connection with all reviews, acceptances, consents or required approvals by or from the Association or the PRB, contemplated under this Article, neither the PRB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, consents or required approvals, whether given, granted or withheld by the Association or the PRB. Approval of any plans by the PRB does not in any way warrant that the improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the City of Jacksonville or any building department or any state or federal environmental or water management district, WMD, DER, COE, DNR.
- (d) The PRB will be evaluating each application for total effect, including the manner in which the home site is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a home might meet the individual criteria delineated in this Article and still not receive approval if, in the sole judgment of the PRB, its overall aesthetic impact is unacceptable. The approval of an application for one home site shall not be construed as creating any obligation on the part of the PRB to approve applications involving similar designs pertaining to different home sites.

Section 7.6 ARCHITECTURAL PLANNING CRITERIA:

7.6.1 Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot or building parcel, other than one detached single family residence containing not less than eighteen hundred (1,800) square feet of livable, enclosed space behind the vertical plane of the exterior wall of the living area. In all cases, this lower structural element will be architecturally screened or treated. Foundation planting alone will not be accepted.

7.6.2 Garages and Automobile Storage. In addition to the requirements stated in paragraph 7.6.1 above, all garages shall have overhead doors which shall be electrically operated and shall be kept closed when not in use. No carports will be permitted unless approved by the PRB. The PRB recommends side entry garages; however, when side entry is impractical, the PRB will consider for approval front entry garages. Automobiles, boats, trailers, vans, and recreational vehicles, shall be stored in garages when not in use provided, however, automobiles may be parked in the driveway as long as the automobile is moved every twenty-four (24) hours.

7.6.3 Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least eighteen feet (18') in width at the entrance to the garage. All driveways must be constructed with an approved material. Any portion of a driveway that affects drainage on a Lot or the Subdivision as a whole shall be culverted, where possible, as approved by the PRB, or otherwise swaled to allow for proper drainage.

7.6.4 Other Structures. No platform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of Lot located in front of the rear line of the residence constructed therein, and any such structure must have prior approval of the PRB.

7.6.5 Fences and Walls. Fences, walls or hedges are not permitted to define property lines. Fences, hedges or screens may be used to enclose service areas, patios, pools, or other approved areas requiring privacy. Unless otherwise approved by the PRB, all fences shall be a minimum height of four feet (4') and be constructed of wood, brick, or other material that is acceptable by City of Jacksonville Code, and is approved by PRB. No fence shall be located forward of the front edge of any house.

7.6.6 Landscaping. The front and side yards of each improved Lot shall be sodded, and each Lot shall contain at least two (2) trees that are at least two inches (2") in diameter two (2) feet above the ground. In addition, each Lot shall contain at least twenty (20) shrubs. It is the intent of the PRB that each Lot be landscaped so as to preserve as much natural vegetation as possible. Landscaping of the Common Areas shall be determined by the PRB.

7.6.7 Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the PRB. All Lots shall be maintained during construction in a neat, nuisance-free condition. The PRB shall have the discretion to rectify any violation of this subsection, with or without notice, and Owner shall be responsible for all expenses incurred by the PRB thereby, which expenses shall constitute a lien against the Lot enforceable in an appropriate court of equity or law.

7.6.8 Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot or Common Area at any time as a residence, either temporarily or permanently.

7.6.9 Window Air Conditioning Units. No window or wall air conditioning units shall be permitted unless approved by the PRB. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

7.6.10 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Water-to-air heat pumps will not be allowed unless approved by the PRB. Approval will not be considered unless excess water can be dispelled directly into a storm drainage structure. Septic tanks shall be required for each improved Lot. The location of the septic tank and type of tank will be indicated on the plans and specifications submitted to the PRB and are subject to the approval of the PRB with additional regard to hook-up to a septic tank effluent system, and the local utility company and the appropriate government agencies. The Owner shall be required to hook up to a central sewer system if and when such system becomes available within 365 days of such availability, and Owner shall pay all connection fees incurred with said hook-up.

7.6.11 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the PRB.

7.6.12 Shutters. Window shutters are appropriate only where sized to match the window openings.

7.6.13 Firewood. All firewood shall be stored in a screened service area; screening shall consist only of approved materials such as stained woods, stucco or accent brick.

7.6.14 Signs. No sign of any kind (including, but not limited to "For Sale" or "Contractor" signs) shall be displayed to the public view on any Lot except as may be approved as to the size and design and in accordance with criteria established by the PRB.

7.6.15 Potable Water Supply. All potable water shall be supplied by means of the central water supply system providing for service to the Lots. No individual potable water supply or well for potable water shall be permitted within any Lot or Common Area. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for air conditioning, irrigation, or the filling of swimming pools.

7.6.16 Waiver of Architectural Planning Criteria. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner in the Subdivision; provided, however, that the PRB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver to be in the best interests of the Subdivision and the deviation requested is compatible with the character of the Subdivision. A waiver shall be evidenced by an instrument signed and executed by the PRB upon approval by a majority of its members.

ARTICLE VIII.

USE RESTRICTIONS AND EASEMENTS

Section 8.1 USE RESTRICTIONS:

8.1.1 There shall be no change to the natural condition of any waterfront without prior approval of the PRB. Docks, floating or otherwise, and any bulkheads of any type are permitted with prior approval by the PRB.

8.1.2 All Lots in the Subdivision shall be used exclusively for single-family residential purposes. No Lot shall be subdivided so as to reduce its size.

8.1.3 All Lots (including vacant Lots) improvements placed therein, and all property immediately contiguous to said Lots along drainage ditches, canals, easements and rights-of-way shall at all times be maintained by the Owner in a neat and attractive condition, and landscaping shall be maintained substantially as shown on the approved plans. Owners of improved Lots shall maintain their lawns to the edge of the paving, including property located within the right-of-way. In order to implement effective control of this item, the Board of Directors reserves the right for itself, its agents and the PRB, after ten (10) days' written notice to any Owner, to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of the Board of Directors detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. The Board of Directors may charge the Owner a reasonable cost of such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceeding at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Association or the PRB to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, unless in an approved fire pit.

8.1.4 No animals, except usual household pets, shall be kept on any Lot. No more than four (4) four-footed pets will be permitted in any one household. No household pet may be kept on any Lot for breeding or commercial purposes. Dogs shall be walked on a leash.

8.1.5 No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. No commercial activity shall be carried on in or on any Lot.

8.1.6 No oil or natural gas drilling, refining, quarrying or mining operation of any kind shall be permitted upon any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

8.1.7 All signs, billboards and advertising structures of any kind, including, but not limited to signs advertising a Lot for sale or lease, and builder and subcontractor signs during construction periods (except where needed for security purposes) are prohibited except where approved by the Board of Directors.

8.1.8 In the event any dwelling or other structure on any Lot in the Subdivision is destroyed in whole or in part by fire or other casualty, all debris must be removed and the Lot restored to a slightly condition within one hundred twenty (120) days.

8.1.9 No boat, boat trailer, house trailer, camper, recreational vehicle, or similar vehicle shall be parked or stored on any road, street, driveway, yard or Lot located in the Subdivision for any period of time in-excess of twenty-four (24) hours. No boat, trailer, camper or recreational vehicle shall be parked in the driveway, yard or Lot located in the Subdivision for any period of time in excess of two (2) weeks except in garages or behind a wall or screen so as to not be visible from the street.

8.1.10 Exterior clotheslines and tree houses are prohibited. Above-ground oil tanks, LP gas tanks, fuel tanks, water softener units, pool equipment, television antenna, or other above-ground equipment shall require adequate screening to meet PRB approval.

8.1.11 Live-aboard boats are permitted at Owner's docks, but living aboard that vessel while docked shall be prohibited.

8.1.12 The Association, at its expense, shall maintain and repair all drainage facilities within any easement or right-of-way used for drainage located in the Subdivision. Maintenance shall include, but not be limited to, keeping all drainage facilities clear of debris to allow for the proper drainage of the Subdivision.

Section 8.2 EASEMENTS:

8.2.1 The Association reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables; conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities on, in and over a strip of land twenty feet (20') in width along the front and back property line and ten feet (10') in width along the side property lines of each Lot or Common Area and on, in and over any area designated as an easement area on the recorded plat of the Subdivision.

8.2.2 Owners shall not obstruct or divert drainage flow from drainage easements.

ARTICLE IX.

BULKHEADS

Section 9.1 CONSTRUCTION: All bulkheads shall be constructed using materials that meet or exceed the Jacksonville City Code and which are approved by the PRB.

Section 9.2 MAINTENANCE: Each Owner, or the Association in the case of Common Areas, shall maintain and repair any bulkhead located on its Lot, at its expense.

Section 9.3 FAILURE TO MAINTAIN: In the event any Owner shall fail to maintain his bulkhead, the Association may cause such maintenance or repair to be made and thereafter assess the particular Lot for such maintenance or repair costs. Such assessment shall be a lien against the Lot containing the bulkhead which was maintained or repaired. The lien shall be enforced the same as all other liens established herein.

ARTICLE X.

MARSHES

Section 10.1 MARSHES: Owners' rights with respect to marshlands within the Subdivision are subject to such restrictions as may be established in the Declaration of Covenants and Restrictions for the Subdivision, by the PRB, and by the Association, as well as all governmental regulations and restrictions pertaining to same, including prohibitions against any filling or alteration of the vegetation beyond the wetland boundary.

Section 10.2 MAINTENANCE EASEMENT: The Association reserves an easement across the Lots or Common Areas bordering all marshes and waterways for reasonable maintenance and care of any portion of said marshes and waterways.

ARTICLE XI.

AMENDMENT

This Declaration may be amended, at any time by the vote of at least two-thirds of the Owners. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

ARTICLE XII.

GENERAL PROVISIONS

Section 12.1 DURATION: These Covenants shall run with and bind the land submitted or subject hereto and shall be and remain in effect and shall insure to the benefit of and be enforceable by the Association or the Owners, their respective legal representatives, heirs, successors and assigns, and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed by the President and Secretary of the Association upon affirmative vote of two-thirds (2/3) of the Owners.

Section 12.2 NOTICES: Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 12.3 SEVERABILITY: Whenever possible, each provision of these Covenants shall be interpreted in such manner as to be effective and valid, but if any provision of these Covenants or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, as to this end the provisions of these Covenants are declared to be severable.

Section 12.4 DISPUTES AND CONSTRUCTION OF TERMS: In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice, and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noticed their interest. In the event it becomes necessary for the Association to cause an action at law or equity to be filed to enforce these Covenants, the said Association shall be entitled to reasonable attorney's fees and court costs.

IN WITNESS WHEREOF WHITE SHELL BAY HOMEOWNERS ASSOCIATION, INC., a Florida corporation has caused these Covenants to be properly executed by its duly authorized officers and recorded in the Public Records of Duval County, Florida, the date first above written.

Signed, sealed and Delivered
in the presence of:

WHITE SHELL BAY HOMEOWNERS
ASSOCIATION, INC.

By 
Chris McCormick, President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by CHRISTOPHER S. MCCORMICK, as President of White Shell Bay Homeowners Association, Inc., a Florida corporation, who is personally known to me, or who produced Driver License as identification, and who took an oath and acknowledged to and before me that he signed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State



