

PREPARED BY/RETURN TO:
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Inst: 241711 Date:06/22/2006 Time:01:41 PM
JMATTSON DC, Brent Thurmond, WAKULLA County
B: 662 P: 429 - 433

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR THE RESORT ESTATES AT SHELL POINT**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE RESORT ESTATES AT SHELL POINT ("First Amendment") is made this 9th day of June, 2006, by SHELL POINT RESIDENCES, INC., a Florida corporation.

RECITALS:

A. Shell Point Residences, Inc. is the "Developer" under that certain Declaration of Covenants for the Resort Estates at Shell Point (the "Declaration") recorded in Official Records Book 658, Page 846, Public Records of Wakulla County, Florida. Capitalized terms of art that are not defined in this First Amendment will have the same meanings as given to them in the Declaration.

B. The Developer is the owner of all of The Properties that are subject to Declaration. Accordingly, pursuant to Article XIV, Section 5 of the Declaration, the Developer has the right to amend the Declaration.

C. The Developer desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer agrees as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Common Areas; Certain Easements; Beach Areas.** Article IV, Section 10, of the Declaration is hereby amended as follows:

Section 10. Seawall. Any portion of The Properties upon/within which Developer or its designees constructs or plans or intends to construct a seawall, bulkhead or similar structure is hereby declared to be subject to a non-exclusive perpetual easement in favor of the Developer for such use and for the maintenance, repair, replacement and alteration thereof. Such easement rights shall extend to and include any foundation, "footers", anchors, "dead men" and other installations supporting or servicing the primary seawall or other structure.

3. **Common Areas; Certain Easements; Beach Areas.** The following provisions are hereby added to Article IV of the Declaration:

Section 12. Pedestrian, and Drainage Easement. The Association is hereby granted a non-exclusive easement over the north 30 feet of Lots 1 through 14 of The Resort Estates at Shell Point Unit One, according to the plat thereof recorded in Plat Book 4, Page 58, of the Public Records of Wakulla County, Florida ("Plat One"), for the purposes of pedestrian access over any sidewalks now or hereafter constructed within said easement area; and the Developer hereby grants to the Association a non-exclusive easement over and under the north 30 feet of said Lots 1 through 14 for drainage purposes with respect to any drainage facilities now or hereafter constructed within said easement area. Without limiting the foregoing, the Association's non-exclusive easement over the north 30 feet of Lots 1 through 14 of Plat One for the purposes of pedestrian access over any sidewalks and for drainage purposes with respect to any drainage facilities within the easement area are hereby made subject to the right of the Developer, at any time, in its sole determination and discretion, to grant non-exclusive easements to include Wakulla County, Florida within said easement area. The Developer will have the right to construct drainage swales and sidewalks within this easement area, and any such swales and sidewalks shall be operated, maintained, repaired and replaced by the Association. Without limiting the foregoing, the Association's responsibility of operation, maintenance, repair, and replacement of any such swales and sidewalks is hereby made subject to the right of the Developer at any time, in its sole determination and discretion, for the benefit of the Association, to re-designate such responsibility to Wakulla County, Florida. Neither the Association nor Wakulla County, Florida, if designated by the Developer, will take any action with respect to such easement area which would unreasonably interfere with the use of any easements described on Plat One.

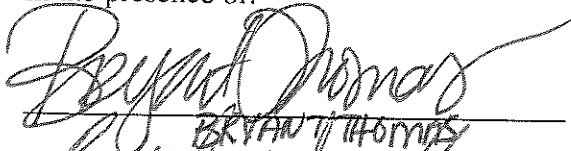
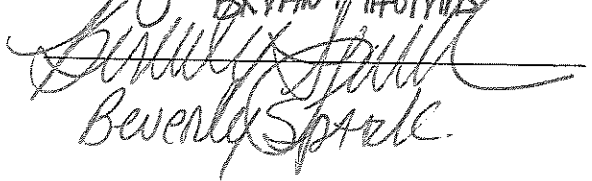
Section 13. Lot Drainage and Other Utility Easements. The Association is hereby granted a non-exclusive easement for drainage purposes over and under the area that is 5 feet in width and parallel to each side lot line of Lots 1 through 14 of Plat One. The Developer hereby reserves the right to grant a non-exclusive easement for utility purposes over and under the area that is 5 feet in width and parallel to each side lot line of Lots 1 through 14 of Plat One.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4. Amendment. Except as amended hereby, the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment as of the date set forth above.

Signed, sealed and delivered
in the presence of:


BRYAN THOMAS

Beverly Spate

SHELL POINT RESIDENCES, INC.,
a Florida corporation

By: 
George W. Heaton, its President

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th day of June, 2006, by George W. Heaton, the President of Shell Point Residences, Inc., a Florida corporation, on behalf of the corporation, () who is personally known to me OR () who produced _____ as identification.

Bryant Thomas
Notary Signature

Bryant Thomas
Print Notary Name



Bryant Thomas
Commission #DD312475
Expires: Apr 20, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 04/20/08

