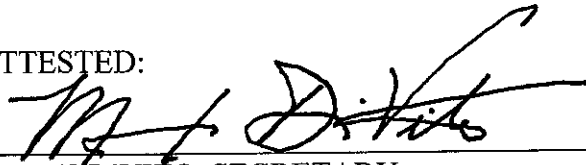


MARITIME ESTATES REVIVED GOVERNING DOCUMENTS

PURSUANT TO CHAPTER 720, SECTION 720.407, FLORIDA STATUTES, THE UNDERSIGNED, AS PRESIDENT OF THE MARITIME ESTATES OWNER'S ASSOCIATION, INC. DOES HEREBY STATE THAT ATTACHED ARE 28 PAGES REPRESENTING THE REVIVED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IMPOSED UPON THE MARITIME ESTATES SUBDIVISION.

MARITIME ESTATES OWNER'S ASSOCIATION, INC.

By:  8/29/11  
ROBERT F. MATTHEWS, PRESIDENT

ATTESTED:  
By:  8-29-11  
MARK DIVITO, SECRETARY

MARITIME ESTATES  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Walter Osthoff, Jr., and Betty J. Osthoff, his wife, hereafter referred to as Declarants, do hereby declare and establish the protective covenants and restrictions hereinafter set forth upon the following described lands in Flagler County, Florida, known as Maritime Estates, said subdivision more particularly described as follows:

A resubdivision of all of Lots 12 and 25 of the resubdivision of Lots 13 and 26 of the Dupont Estates Subdivision according to the plat recorded in Plat Book 3, page 28, of the public records of Flagler County, Florida.

The restrictions will in no way interfere with the normal living of responsible neighbors but are designed to fully insure the value of the buyers' investment.

These covenants are to run with the land and shall be binding on all parties owning land within the Maritime Estates Subdivision and all parties claiming under them.

The subject property, in addition to the covenants and restrictions contained herein, is conveyed subject to all present and future rules and regulations of the County of Flagler, State of Florida, if any, relative to zoning and construction.

1.) LAND USE: All of Block 1, Lots 3 through 11, Block 2, all of Block 3 and all of Block 4, are hereby restricted to use as single family dwelling lots. Lots 1 and 2, Block 2, are restricted to use as either recreational, residential or related to utilities services to the remaining lots provided said use is consistent with zoning ordinances of Flagler County, Florida, and all land west of the westernmost edge of Lots 6 and 7, Block 3, are restricted to use by all lot owners.

The subject property shall not be subdivided, or conveyed, in tracts of less than the platted lots, and only one family dwelling unit per subdivided lot shall be permitted on those lots restricted to single family residence use. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the lots restricted to residential purposes, nor shall any noxious or offensive activity be carried on upon any of the property; nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Except for a reasonable period during actual construction of a residence or structure, no trailer, tent, shack or other structure shall be erected or used upon any of the property and in no event shall such structure be used as living quarters, temporary or permanent.

2.) SQUARE FOOTAGE, SETBACKS, MATERIAL. Minimum house square footage shall be 1300 square feet of enclosed living area. Construction of houses must be completed within one year from commencement. Setbacks on residential lots shall be twenty-five (25) feet minimum from any street and ten (10) feet minimum from side property lines. No fencing along any street shall be made of barbed wire, hog wire, chicken wire, or chain link or like materials.

3.) EASEMENTS. All easements disclosed on the plat of Maritime Estates recorded in Map Book \_\_\_\_\_ at page \_\_\_\_\_ of the public records of Flagler County, Florida, shall be perpetual in duration and are incorporated herein by reference.

*Walter Osthoff  
100 S.W. Ave.  
Deerfield Beach, Fla. 33441*

Easements shall be defined as easements for installation, construction, reconstruction, maintenance, repair, operation and inspection of roads, sewer, water, drainage, electric gas, telephone, cable television or other necessary utilities unless otherwise described on said plat.

The declarants at all times shall have the right to ingress and egress over the aforesaid easements as shall the Owners' Association.

No structure, planting or other material shall be placed or permitted to remain which may cause inaccessibility for maintenance or utilities within said easements. No fencing shall be permitted within the easements to be used for road and drainage construction. The landscaping and maintenance of the easement area, however, shall be maintained by the owner of the property.

4. MINING. No drilling or mining operation shall be carried on or permitted upon any lot with the exception of drilling for water purposes.

5. SIGNS. No commercial signs of any nature, except one professional sign of not more than one square foot, shall be erected or permitted to remain on any lot which is restricted to residential use herein. One sign not to exceed five square feet may be used to advertise the property for sale or rent.

6. NUISANCES. All homes, structures, fences, lawns, etc., shall be maintained in a neat and orderly manner at all times. Unused parked vehicles, refuse piles, debris, trash, scrap metal, or other unsightly objects will not be permitted. All exterior garbage containers shall be screened from view of adjoining property owners and road.

7. TRAILERS. Mobile homes will not be allowed under any conditions. Travel Trailers, campers, or motor homes may not be used for permanent living purposes or stored on the property in a conspicuous or visible location.

8. WATER, SEWER, TELEPHONE, ELECTRIC. It shall be the responsibility of each lot owner to make provisions to connect any structure built within the subdivision to the sewer system to be provided by the developer and maintained by the Owner's Association described in paragraph 9 below. The cost of maintaining the sewer system by the Owners' Association shall be borne by the owners of the property within this subdivision. Each owner must include in the plans for the construction of any building on any of the lots in the subdivision, plans for the installation at owner's expense, of a reverse osmosis water treatment plant to serve the structure constructed on a lot in this subdivision. All such water systems must be permitted by governing agencies having jurisdiction over the property prior to installation. Telephone and electric service may be obtained individually from Southern Bell and Telephone Company and Florida Power and Light Company respectively. -

9. OWNERS' ASSOCIATION. The declarant has established an Owner's Association known as Maritime Estates Owners' Association, Inc., which is a Florida non-profit corporation. The members of that corporation shall be all persons owning property within the Maritime Estates Subdivision covered by these restrictions and ownership of any lot in the Maritime Estates Subdivision shall subject such owners to the rules and regulations of said association, as they now exist or as they may be revised from time to time. The purpose of the association is to provide for enforcement of these covenants and restrictions, the sewage plant, the property upon which it is located, sewage lines and all other necessary equipment and materials for the operation of said plant are to be turned over to the management, control and ownership of

the sewage plant and final approval thereof by the County Engineer. Said sewage plant, sewage lines and all other equipment necessary to operate said sewage plant shall be forever owned and maintained, in an operating condition, by said Owners' Association. (The roads and drainage as shown on the plat filed herewith are private roads and shall forever be maintained by the Owners' Association, at the same standard set by the Flagler County Subdivision Regulations, at the time of their final approval.) Said roads, after final inspection and approval, shall immediately become the property of said Owners' Association and shall remain the property and sole responsibility of said Association. All wet-lands west of the western-most boundary of Lots 6 and 7, Block 3, of the subdivision plat, shall be the property of the Owners' Association for recreational purposes only for the use and benefit of all lot owners in perpetuity. The declarants hereby agree to convey to the association all land upon which such sewage system and sewage lines are installed, the subdivision road and the wet-lands west of the western-most boundary of Lots 6 and 7, Block 3. It is agreed and understood that the association shall be a non-profit corporation and shall be responsible for the operating and maintenance of said sewage system serving this subdivision as well as the maintenance of said road and the above described wet-lands. Said Owners' Association shall be entitled to charge all members a reasonable fee for services provided for said sewage system, road maintenance and maintaining of said wet-lands within said subdivision. All owners of property within the subdivision, by accepting title to property within the subdivision, hereby agree to use no other sewage treatment other than the one installed by the declarant and maintained by the Association. Non-payment of assessments due to the association by owners for services rendered, maintenance, repair, service or construction of said sewage system, maintenance of said road and wet-lands may subject such owner's property to a lien for non-payment.

10. ASSESSMENTS.

1. Personal Obligation of Assessments. Declarants hereby covenant for each lot with the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association, a.) Annual assessments and b.) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorneys fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interests, costs, and reasonable attorneys fees shall also be the personal obligation of the person or persons who own the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

2. Purpose of Annual Assessments. The annual assessments (which shall be paid on a monthly basis) levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision and for the improvements and maintenance of the common areas within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments the following:

- a. Maintenance and repair of the common area.
- b. Sewage charges necessary to maintain and operate the sewage treatment plant operated by the Association, and said sewage charges may, at the option of the Association, be charged on a separate basis to the property owners, said separate basis being related to the consumption of sewage treatment facilities by said property owners and said sewage charges may be charged separate and apart from the annual assessments provided herein.

c. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

3. Commencement and Collection of Annual Assessments.

The annual assessments provided for herein shall commence as to all property on the first day of the month following the conveyance of the common area to the Association by the declarant. 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 and shall fix the date such amounts become due. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

4. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien for such assessment against the property. No owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the common area or abandonment of his lot.

5. Subordination of Assessment Lien to Mortgages.

The assessment lien provided for herein shall be subordinated to be the lien of any first mortgage. A sale or transfer of any lot shall not defect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due for from the lien thereof.

11. ENFORCEMENT. In the event of a violation of these covenants, it shall be lawful for the declarants, the property owners Association or any person or persons owning a parcel within the land described, to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same.

12. SEVERABILITY. If any one or more of these restrictions should be declared invalid in a court of competent jurisdiction, the remaining restrictions not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, declarant has executed these Declarations of Covenants, Conditions and Restrictions this 17th day of March, 1979. 1980

SIGNED, SEALED AND DELIVERED in the presence of:

Camille Coates  
Witness  
Chalata Lanner  
Witness  
Dorcas Crews  
Witness

Walter Esthoff, Jr.  
Notary Public  
FLAGLER COUNTY, FLORIDA No. 000351  
This instrument filed and recorded  
by [Signature] on page 13106  
Book 1982  
Notary Public STANTON B. BARBER  
CLERK CIRCUIT COURT  
D.C.

NOTARY PUBLIC State of Florida at Large  
My Commission Expires July 19, 1983

HEREBY CERTIFY this to be a true and correct copy of the original  
GAIL WADSWORTH  
CLERK OF COURTS  
By [Signature]  
CLERK OF CIRCUIT COURT  
FLAGLER COUNTY, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT Maritime Estates Owners' Association, Inc.  
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF South Daytona  
(CITY)

STATE OF Florida, HAS NAMED Wayne L. Hogeboom  
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 625 Beville Road  
(STREET ADDRESS AND NUMBER OF BUILDING,  
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF South Daytona, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT  
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA,

FILED  
AUG 17 2 15 PM '79  
TALLAHASSEE, FLORIDA

SIGNATURE *Walter B. ...*  
(CORPORATE OFFICER)

TITLE \_\_\_\_\_

DATE 7/30/79

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE *Wayne L. Hogeboom*  
(RESIDENT AGENT)

DATE 7/30/79

ARTICLES OF AMENDMENT OF  
MARITIME ESTATES OWNERS' ASSOCIATION, INC.

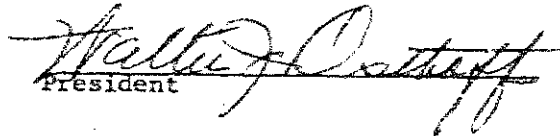
1. Article II of the Articles of Incorporation of Maritime Estates Owners' Association, Inc., is hereby amended to read as follows:

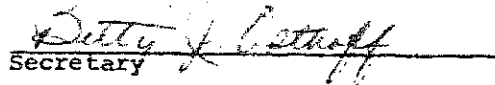
ARTICLE II

All provisions of the original Article II of the Articles of Incorporation of Maritime Estates Owners' Association, Inc. are hereby reconfirmed as if fully set forth herein, without change, except for the following change in the legal description which appears immediately following the words "as follows:" in the first paragraph of said Article II:

A resubdivision of all of Lots 12 and 15 of the resubdivision of Lots 13 and 26 of the Dupont Estates Subdivision according to Plat recorded in Plat Book 3, Page 28, in the Public Records of Flagler County, Florida.

2. The foregoing amendment was adopted by all the members of the corporation on January 4, 1980.

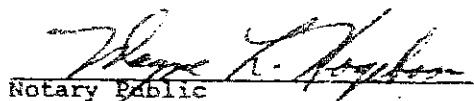
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Walter Osthoff, Jr., known to me and known by me to be the person who executed the foregoing Articles of Amendment, and he acknowledged before me that he executed those Articles of Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal in the State and County aforesaid, this 4th day of JANUARY, 1980, Notary Public, State of Florida, at large.

  
\_\_\_\_\_  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 29 1980  
SCHEIDT AND GIBSON, P.S. UNDERWRITERS

FILED  
JAN 21 11 11 AM '80  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A-1571

FILED  
AUG 17 2 14 PM '79  
TALLAHASSEE, FLORIDA

748569

ARTICLES OF INCORPORATION  
OF  
MARITIME ESTATES OWNERS' ASSOCIATION, INC.

We, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the association) is MARITIME ESTATES OWNERS' ASSOCIATION, INC.

ARTICLE II

The specific primary purposes for which the association is formed are to provide for the maintenance, preservation, and architectural control of all lots and common areas within a certain subdivided tract of real property known as MARITIME ESTATES and described as follows:

A resubdivision of all Lots 12 and 15 of the resubdivision of Lots 13 and 26 of the Dupont Estates Subdivision according to the plat recorded in Plat Book 3, page 28, of the Public Records of Volusia County, Florida.

and to promote the health, safety, and welfare of the residents within the above-described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the association for such purposes, said purposes to include, not to the exclusion of other purposes, the acceptance of property on which a sewer system may be installed by the developer for use within the subdivision and to provide for the administration and operation of said sewer system and to provide for payment for the operation of said system through assessment of fees to all owners of property within the above-described property.

In furtherance of such purposes, the association shall have the power to:

(a) Perform all of the duties and obligations of the association as set forth in a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the Declaration) applicable to the subdivision and to be recorded in the public records of Flagler County, Florida.

(b) Affix, levy, and collect, and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the association;

(c) Acquire (by gift, purchase, dedication, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the association;

(d) Borrow money and, subject to the consent by vote or written instrument of two-thirds of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property or common areas, provided that any merger, consolidation, or annexation shall have the assent by vote or written instrument of two-thirds of each class of members;

(g) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law now or hereafter have or exercise.

The association is organized and shall be conducted exclusively for the purposes set forth above. The activities of the association will be financed by assessments against members as provided in the declaration, and no part of any net earnings of the association will inure to the benefit of any member.

#### ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the association.

#### ARTICLE IV

The period of duration of the association shall be perpetual.

#### ARTICLE V

The name and residence address of each subscriber is:

<u>NAME</u>	<u>ADDRESS</u>
WALTER OSTHOFF, JR.	100 SE Fifth Avenue, Deerfield, Florida
BETTY J. OSTHOFF	100 SE Fifth Avenue, Deerfield, Florida
DONALD W. OSTHOFF	100 SE Fifth Avenue, Deerfield, Florida

#### ARTICLE VI

The affairs of the association shall be managed by a board of directors, a president, and vice-president, who shall at all times be members of the board of directors, and a secretary and treasurer. (Said secretary and treasurer may be the same person.) Such officers shall be appointed at the first meeting of the board of directors

following each annual meeting of members.

The names of the officers who are to serve in the first year of appointment are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
WALTER OSTHOFF, JR.	President	100 SE Fifth Avenue, Deerfield, Florida
BETTY J. OSTHOFF	1st. Treasurer	100 SE Fifth Avenue, Deerfield, Florida
DONALD W. OSTHOFF	Vice-President	100 SE Fifth Avenue, Deerfield, Florida

#### ARTICLE VII

The members of persons constituting the first board of directors of the association shall be listed here, and the names and addresses of the persons who shall serve as directors until the first election are:

<u>NAME</u>	<u>ADDRESS</u>
WALTER OSTHOFF, JR.	100 SE Fifth Avenue, Deerfield, Florida
BETTY J. OSTHOFF	100 SE Fifth Avenue, Deerfield, Florida
DONALD W. OSTHOFF	100 SE Fifth Avenue, Deerfield, Florida

#### ARTICLE VIII

The bylaws of the association may be made, altered, or rescinded at any annual meeting of the association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of and present at such meeting except that the initial bylaws of the association shall be made and adopted by the board of directors.

#### ARTICLE IX

Amendments to these articles of incorporation may be proposed by any member of the association. These articles may be amended at any annual meeting of the association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority to each class of members existing at the time of, and present at such meeting.

ARTICLE X

The association shall have two classes of voting members, as follows:

CLASS A. Class A members shall be all owners with the exception of declarant, as such term is defined in the declaration, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B. The Class B member shall be the declarant, as such term is defined in the declaration, who shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership at such time as the declarant owns two or fewer lots within the subdivision.

ARTICLE XI

On dissolution, the assets of the association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

Executed at Daytona Beach, Florida, on July 30, 1979.

Walter Osthoff, Jr.  
Walter Osthoff, Jr.

Betty J. Osthoff  
Betty J. Osthoff

Donald W. Osthoff  
Donald W. Osthoff

A-1486

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared WALTER OSTHOFF, JR., known to me and known by me to be the person who executed the foregoing articles of incorporation and acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County aforesaid, this 24 day of July, 1979.

Wayne L. Hazelboon  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 29 1980  
BONDED THREE GENERAL B.S. UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared BETTY J. OSTHOFF, known to me and known by me to be the person who executed the foregoing articles of incorporation and acknowledged before me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County aforesaid, this 20 day of JULY, 1979.

Wayne L. Hazelboon  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 29 1980  
BONDED THREE GENERAL B.S. UNDERWRITERS

STATE OF ~~MISSOURI~~ IOWA  
COUNTY OF LINN

Before me, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared Donald W. Osthoff, known to me and known by me to be the person who executed the foregoing articles of incorporation and acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County aforesaid, this 9th day of April, 1979.

Patricia B. Stucklund  
Notary Public

My commission expires: Sept. 30, 1981

NOTARY PUBLIC STATE OF IOWA  
MY COMMISSION EXPIRES  
9/30/81

A-1486

## **BY-LAWS OF Maritime Estates Owner's Association, INC.**

1. **IDENTITY.** These are the By- Laws of Maritime Estates Owner's Association, INC., called "Association", a Florida non-profit corporation. The Association has been organized pursuant to Chapter 617, Florida Statutes, to administer the *Maritime Estates Owner's Association Restrictive Covenants and Easements* to be recorded in the Official Records of Flagler County Florida.
  - 1.1 The mailing address of the Association shall be P.O. Box 2008, Flagler Beach, FL 32136
  - 1.2 The fiscal year of the Association shall be determined by the Board of Directors.
  - 1.3 The seal of the corporation shall be in the form prescribed by the Board of Directors.
  
2. **MEMBERSHIP, VOTING, QUORUM, PROXIES**
  - 2.1 Membership in the Association and voting by members shall be set forth in the Articles of Incorporation, the applicable Declarative of the Covenants, Restrictions, and Easements.
  - 2.2 A Quorum at members' meetings shall consist of the owners of a majority of the units, and decisions shall be made by which a quorum is present, except where approval by a greater number is required by the Declaration, the Articles of Incorporation, or the By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such persons for the purposes of determining a quorum.
  - 2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary of the Association or with the Association Management Company before the appointed time of the meeting.
  
3. **ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**
  - 3.1 The Special Members Meeting shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.
  - 3.2 The Annual Members Meeting shall be held at the Association office, or such place designated by the Board of Directors. The Annual meeting shall be held each year. The time and date will be set forth by the Board of Directors for the purpose of electing Directors and transacting any other

**business authorized to be transacted by the members.**

- 3.3 Notice of all members meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the President, Vice-President, Secretary, or Management Company unless waived in writing, Such notice shall be in writing and sent to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen days nor more than thirty days prior to the date of the meeting.**
- 3.4 Voting**
  - a. Each member shall have one vote for each lot owned by him.**
  - b. In case a lot is owned by more than one person, or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the lot, or by the President in case of a corporation, or filed with the Secretary or Management Company. Such designation shall be valid until revoked in writing.**
- 3.5 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.**
- 3.6 The Order of Business. At annual Members Meetings and as far as practical at other members meetings shall be:**
  - a. Calling of the roll and certifying proxies.**
  - b. Proof of notice of meeting.**
  - c. Reading and approval of minutes.**
  - d. Reports of officers and committees.**
  - e. Election of inspectors of elections.**
  - f. Election of directors.**
  - g. Unfinished business.**
  - h. New business.**
- 3.7 Minutes of all meetings of the lot owners shall be kept in a book available for inspection by lot owners or their authorized representatives and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.**

#### **4. BOARD OF DIRECTORS**

- 4.1 The Board of Directors of the Association shall consist of not less than three nor more than seven directors, the exact number to be determined by the Board.**
- 4.2 Election of directors shall be conducted in the following manner:**
  - a. Election of directors shall be held at the Annual Members meeting.**

- b. A candidate sheet shall be mailed out at not less than sixty days prior to the annual meeting to solicit all the members interested in serving on the Board of Directors. It must be filled out and returned by the candidate no later than thirty days prior to the annual meeting. The candidate sheets will be combined into one ballot sheet and this ballot sheet along with the notice of the annual meeting will be mailed out no later than fourteen days before the annual meeting.
  - c. The ballot sheets shall be marked and returned to the Secretary of the Board of Directors or the Appointed management company in one of the following ways:
    - 1. Certified mail, returned receipt requested, prior to the time and date of the annual meeting.
    - 2. By personal delivery to the Board of Directors at the call for Ballots at the annual meeting
    - 3. U.S. Mail, Facsimile, telegraph, or other methods of Delivery to the Association before the close of business day one day prior to the annual meeting.
  - d. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast one vote for each nominees as there are vacancies to be filled.
  - e. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
  - f. Unless otherwise provided by law, any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the board may be called by ten percent of the lot owners giving notice of the meeting as required for a meeting of lot owners and the notice shall state the purpose of the meeting.
- 4.3 The term of each directors service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner else where provided.
- 4.4 The Organization Meeting of a newly elected Board of Directors shall be held following their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- 4.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to

time, by the majority of the directors. Notice of regular meetings shall be given to each unit owner personally or by mail, telephone, telegraph, fax or e-mail, at least seven (7) days prior to the date named for such a meeting, unless notice is waived and fourteen (14) days for discussion of budget or assessments.

- 4.6 Special meetings of the directors may be called by the President, and must be called by the secretary at the written request of one-third of the directors. Not less than seven (7) days notice of the meeting shall be given personally or by mail, telephone, fax or e-mail, which notice shall state the time, place and purpose of the meeting.
- 4.7 Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to giving notice.
- 4.8 A quorum at a directors meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval of a greater number of directors is required by the Declaration of Covenant, Restrictions and Easements, the Articles of Incorporation or these By-Laws.
- 4.9 The Presiding Officer of directors meeting shall be the chairman of the board if such an office has been elected, and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their numbers to preside.
- 4.10 Meeting of the Board of Directors shall be open to all lot owners and notice of meeting shall be seven (7) days in advance for the attention of lot owners, except in an emergency. Minutes of all meetings of the Board shall be kept in a book available for inspection by lot owners or their authorized representatives and Board members for a period of not less than seven (7) years.

## **5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

- 5.1 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the Statutes, the Articles of Incorporation of the Association, these By-Laws And the Declaration of Covenant Restrictions and Easements.

## **6. OFFICERS**

- 6.1 The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of

Directors at its organizational meeting and may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Vice President. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

- 6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the members of the Association from time to time, as he may in his discretion determine appropriate to assist in conduction of the affairs of the Association.
- 6.3 The Vice-President shall in the absence or disability of the President exercise the powers and performs the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 6.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to giving and serving of all notices to the members and other notices required by law. He shall keep the records of the Association and shall perform all other duties incidental to the office of secretary of an association as may be required by the Directors or the President. These duties in part or whole may be assigned to a management company by vote of the Board of Directors.
- 6.5 The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all transactions by the Treasurer and of the financial condition of the Association. These duties in part or whole may be assigned to a management company by vote of the Board of Directors.

7. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration of Covenant Restrictions and Easement shall be supplemented by the following provisions.
  - 7.1 The assessment roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and balance due upon the assessments.
  - 7.2 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and shall be appropriate, all of which expenditures shall be common expense.
    - A. **Current Expense,** which shall include all receipts and Expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or additional improvements. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.
    - B. **Reserve for Deferred Maintenance,** which shall include funds for maintenance items that occur less frequently than annually.
    - C. **Reserve for Replacement,** which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
    - D. **Betterments,** which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.
  - 7.3 **Budget.** The Board of Directors shall adopt a budget for the calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget will be considered, shall be mailed to each member not less than thirty (30) days prior to the annual meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget. If a budget is adopted by the Board which requires assessment against the lot owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of fifteen (15%) of

the lot owners, a special meeting of the lot owners shall be held upon not less than ten (10) days written notice to each lot owner, but within thirty (30) days of delivery of such application to the Board or any member thereof, at which special meeting lot owners may consider and enact a revision of the budget or recall any and all members of the Board and elect their successors, unless at that time the Developer is in control of the Board. The revision of the budget shall require a vote of not less than a majority of the whole number of votes of all lot owners. The Board may propose a budget at a meeting of members or by writing, and if such budget or proposed budget be approved by lot owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be examined by the lot owners in the manner hereinabove set forth, nor shall the Board be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments for the prior year, there shall be excluded in the computation any provisions for reasonable reserves made by the Board in respect of repairs or replacement of common property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computations, assessments for betterments to the common property.

7.4 Assessments. Assessments against the lot owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due on the first day of January the year for which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors and the unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal installments on first day of each month remaining in the calendar year. It shall be at the discretion of the Board of Directors by majority vote to change the frequency of payments to

quarterly, annually or monthly but in no case less than monthly.

**7.5 Acceleration of Assessment Installments Upon Default—**If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the lot owner, and then the unpaid balance to the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after mailing of such notice to him by certified mail, which ever shall first occur.

**7.6 Assessments for Emergencies.** Assessments for common expenses of emergencies that cannot be paid from the annually assessments for common expenses shall be made after notice to the need for such is given to the lot owners, The assessment for the emergency shall become effective and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

**7.7 The Depository of the Association shall be such bank or banks as shall be determined by the directors from time to time and in which monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.**

**7.8 Written Summaries of the accounting records of the Association shall be supplied at least annually to each lot owner.**

**8. Parliamentary Rules—Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictive Covenants and Easements, Articles of Incorporation or these By-Laws.**

**9. Amendments.** These By - Laws may be amended in the following manner.

**9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.**

**9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval**

must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Restrictive Covenants and Easements.

The foregoing were adopted as the By-Laws of Maritime Estates Owner's Association Inc., A corporation not-for profit under the laws of the State of Florida, at the Meeting of its Board of Directors held on the 20 day of ~~NOVEMBER~~ 2008.

President, Robert F. Matthews Jr. *R. F. Matthews Jr.*  
Vice President, Richard M. Lane *Richard M. Lane*  
Secretary, Skylar Harlow *Skylar Harlow*



I HEREBY CERTIFY this to be a true  
And correct copy of the original  
GAIL WADSWORTH  
CLERK OF COURTS

By

*[Signature]*

August 29, 2011

The foregoing revived Declaration of Covenants and Restrictions and governing documents are hereby executed by the President and Secretary attesting to their reinstatement under the authority provided by Florida Statute 720.407

MARITIME ESTATES  
OWNERS ASSOCIATION, INC.

By:   
Robert F. Matthews, President

ATTESTED:

By:   
Mark Di Vito, Secretary



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

RICK SCOTT  
Governor

August 15, 2011

BILLY BUZZETT  
Secretary

Stephen P. Sapienza, Esquire  
Post Office Box 635  
Bunnell, Florida 32110

RE: Maritime Estates - Covenant Revitalization  
Maritime Estates Homeowners' Association, Inc.  
DCA11-HA-166

Dear Mr. Sapienza:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Maritime Estates / Maritime Estates Homeowners' Association, Inc., and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.).

Please be advised that Sections 720.407(1) and (2), F.S. require that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division. The president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association, and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Leslie O. Anderson-Adams, Assistant General Counsel at (850) 922-1689 or Paul Piller at (850) 922-1774.

Sincerely,

A handwritten signature in black ink that reads "J. Thomas Beck". The signature is fluid and cursive, with a long horizontal stroke at the end.

J. Thomas Beck, AICP  
Director, Division of Community Planning

**MARITIME ESTATES OWNERS ASSOCIATION, INC  
PO BOX 2008  
FLAGLER BEACH, FL 32136**

**LEGAL DESCRIPTION OF EACH PARCEL SUBJECT  
TO GOVERNING DOCUMENTS**

## Maritime Estates Owners Association, Inc

Legal Description of each parcel subject to the revived governing documents:

TID#37-10-31-4255-00010-0010  
Maritime Estates Sub BL1 LT 1  
McNab James M & Margaret H&W

TID#37-10-31-4255-00010-0020  
Maritime Estates Sub BL 1 LT 2  
Spurrier Stephen O

TID#37-10-31-4255-00010-0030  
Maritime Estates Sub BL 1 LOT 3  
Cohen-Shohet John & Mary Ellen

TID#37-10-31-4255-00010-0040  
Maritime Estates Sub BL 1 LOT 4  
Arnold John R MD

TID#37-10-31-4255-00020-0010  
Maritime Estates Subd BLK 2 LOT 1  
Maritime Estates Owners Assoc. Inc.

TID#37-10-31-4255-00020-0020  
Maritime Estates Subd BLK 2 LOT 2  
Woods John & Kathryn H&W

TID#37-10-31-4255-00020-0030  
Maritime Estates Subd BLK 2 LOT 3  
Weaver Ronald C & Mary Ann

TID#37-10-31-4255-00020-0040  
Maritime Estates Subd BLK 2 LOT 4  
Doty Marie A & Kelly O Hodges JTWRs

TID#37-10-31-4255-00020-0050  
Maritime Estates Subd BLK 2 LOT 5  
Harlow Frederick R Jr & Skylar M H&W

TID#37-10-31-4255-00020-0060  
Maritime Estates Subd BLK 2 LOT 6  
Gill Tara Hamer & Robert M Jr H&W

TID#37-10-31-4255-00020-0070  
Maritime Estates Subd BLK 2 LOT 7  
Falconetti Robert

TID#37-10-31-4255-00020-0080  
Maritime Estates Subd BLK 2 LOT 8  
Winner Lance & Lorri Stafford

TID#37-10-31-4255-00020-0090  
Maritime Estates Subd BLK 2 LOT 9  
Divito Mark & Adrienne H&W

TID#37-10-31-4255-00020-0100  
Maritime Estates Subd BLK 2 LOT 10  
Coats Sam P & Frances E TTEES

TID#37-10-31-4255-00020-0110  
Maritime Estates Sub BL 2 LT 11  
Spagnuolo Cesare & Lydia H&W

TID#37-10-31-4255-00030-0010  
Maritime Estates Subd BLK 3 LOT 1  
Jakubiak Johann J

TID#37-10-31-4255-00030-0020  
Maritime Estates Subd BLK 3 LOT 2  
Moffett William E Jr & Laura O H&W

TID#37-10-31-4255-00030-0030  
Maritime Estates Subd BLK 3 LOT 3  
Parmenter JHal & Marina H&W

TID#37-10-31-4255-00030-0040  
Maritime Estates Subd BLK 3 LOT 4  
Moody Doyle B Sr & Marianne T H&W

TID#37-10-31-4255-00030-0050  
Maritime Estates Subd BLK 3 LOT 5  
Sullivan Kimberly W

TID#37-10-31-4255-00030-0060

TID#37-10-31-4255-00030-0070

1 of 2

MARTA COMMITTEE MEMBERS: Robert Matthews, 24 Beachside Dr, 904-868-9351; Richard Lane, 4 Beachside Drive, 904-461-8826; Jodi Lane, 4 Beachside Drive, 904-461-8826; Marianne Lumbard, 34 Beachside Drive, 952-484-3615

Maritime Estates Subd BLK 3 LOT 6  
Young Baxter Craven Life Estate

TID#37-10-31-4255-00030-0080  
Maritime Estates Subd BLK 3 LOT 8  
Lumbard Marianne Gardiner

TID#37-10-31-4255-00030-0100  
Maritime Estates Subd BLK 3 LOT 10  
Elliott Alan Bruce & Janice Marie H&W  
JTWRS

TID#37-10-31-4255-00030-0120  
Maritime Estates Subd BLK 3 LOT 12  
Goewey Carol M

TID#37-10-31-4255-00040-0020  
Maritime Estates Subd BLK 4 LOT 2  
Bosworth Warren C & Janis Gayle

TID#37-10-31-4255-00040-0040  
Maritime Estates Subd BLK 4 LOT 4  
Posey Bobby R & Sabrina A H&W

TID#37-10-31-4255-00040-0060  
Maritime Estates Subd BLK 4 LOT 6  
Kruger Ronny & Sherry H&W

TID#37-10-31-4255-00040-0080  
Maritime Estates Subd BLK 4 LOT 8  
Baity Harry L & Catherine E H&W

TID#37-10-31-4255-00040-0100  
Maritime Estates Subd BLK 4 LOT 10  
Beute Walter

TID#37-10-31-4255-00040-0120  
Maritime Estates Subd BLK 4 LOT 12  
Evergreen Assets LLC (c/o Jack Owen)

TID#37-10-31-4255-00040-0140  
Maritime Estates Subd BLK 4 LOT 14  
Johnson Eric & Shari Kaye H&W

Maritime Estates Sub BL 3 LT 7  
Allgood James P & Battelle Barbara Anne

TID#37-10-31-4255-00030-0090  
Maritime Estates Subd BLK 3 LOT 9  
McElroy Thomas J

TID#37-10-31-4255-00030-0110  
Maritime Estates Subd BLK 3 LOT 11  
Duenow Debby & Nicholas Spadaccini

TID#37-10-31-4255-00040-0010  
Maritime Estates Subd BLK 4 LOT 1  
Matthews Robert F Jr & Edris O H&W

TID#37-10-31-4255-00040-0030  
Maritime Estates Subd BLK 4 LOT 3  
Digilio Victor M

TID#37-10-31-4255-00040-0050  
Maritime Estates Subd BLK 4 LOT 5  
Harrington Francis J & Sandra A H&W

TID#37-10-31-4255-00040-0070  
Maritime Estates Subd BLK 4 LOT 7  
Baity Charles E & Edith H&W

TID#37-10-31-4255-00040-0090  
Maritime Estates Subd BLK 4 LOT 9  
Kridner Vernon H & Linda P H&W

TID#37-10-31-4255-00040-0110  
Maritime Estates Subd BLK 4 LOT 11  
Lane Richard M

TID#37-10-31-4255-00040-0130  
Maritime Estates Subd BLK 4 LOT 13  
Ullrich William M

TID#37-10-31-4255-00040-0150  
Maritime Estates Subd BLK 4 LOT 15  
Lewis James B & Patti Jo H&W

