

Prepared By and Return to:  
EARNSHAW & SHEARER, PLLC  
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P.O. Box 3268  
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## **CERTIFICATE OF AMENDMENT TO THE MARITIME ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS FIRST AMENDMENT** to the Maritime Estates Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made as of the date written below by the undersigned officers of Maritime Estates Owners’ Association, Inc. (“Association”). The undersigned officers of the Association hereby certify that the following amendment to the Declaration was proposed by the Board of Directors and approved by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership voting in persons or by proxy at the duly noticed and convened membership meeting of the Association held on September 10, 2022, in accordance with the procedures proscribed in the Bylaws and Florida Statutes (2022). The following provisions shall amend the provisions of the Declaration recorded at Official Records Book 138, Page 0173, et seq. of the Official Records of Flagler County, Florida:

*(Additions are indicated by underline; deletions by ~~strikethrough~~)*

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.

**LEASING RESTRICTIONS:** Entire lots may be leased provided the occupancy is only by the lessee, their family and guests. No individual rooms may be leased. The lease of any lot shall not release or discharge the lot owner from compliance with any of their obligations and duties as a lot owner. No lease, sublease, or rental agreement of any kind shall be for a term of less than six (6) months. Lot owners shall not lease their lot more than three times in a calendar year. Every lease shall be in writing and must be provided to the Board of Directors of Maritime Estates Owners’ Association, Inc. (“Association”) within fifteen (15) days following execution of the lease.

The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the Maritime Estates Declaration of Covenants, Conditions, and Restrictions (and all exhibits, amendments, and supplements thereto) ("Declaration"), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable).

A lot may not be leased until at least two (2) years have elapsed since the date of transfer of the property to the lot owner. A lot owner may enter into a lease agreement otherwise compliant with this section, however, the commencement of the lease shall not be until at least two (2) years from the date of transfer. For the purposes of this provision, the date of transfer is the date of the execution of the deed or interest in the property to the lot owner. The two (2) year period shall not apply as to the Association taking title to a lot by way of foreclosure or deed in lieu of foreclosure. In such instances, the Association shall be entitled to immediately lease the lot.

Notwithstanding the foregoing, the Association shall have the ability, but not the obligation, to approve the leasing of individual rooms to non-family members or approve the leasing of a lot prior to expiration of the second year of ownership, upon the showing of a hardship by the lot owner. The Board of Directors of the Association shall have the authority to consider the following factors, including (i) the nature, degree and likely duration of the hardship; (ii) the harm, if any, that will result to the Association if the lease is approved; (iii) the number of hardship approvals that have been given to other lot owners; and (iv) the lot owner's ability to cure the hardship. The Board of Directors of the Association shall be entitled to review each hardship request on a case by case basis and shall not be obligated to issue an approval despite similar facts or circumstances with a request which resulted in a hardship being approved.

IN WITNESS WHEREOF, the President and Secretary of Maritime Estates Owners' Association, Inc. have executed this Certificate of Amendment on this 12<sup>th</sup> day of September, 2022.

**WITNESSES:**

**MARITIME ESTATES OWNERS' ASSOCIATION, INC.**

Bonnie Maxwell

B.-C. Battelle

Print Name: Bonnie Maxwell

Signature of President

Barbara-Anne Battelle

Printed Name

Terra Bellegarde

Print Name: Terra Bellegarde

Therese Sparhawk

Signature of Secretary

Therese Sparhawk

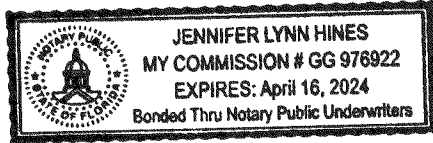
Printed Name

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence this 12<sup>th</sup> day of September, 2022, by Barbara-Anne Battelle, as President, and by Tess Sparhawk, as Secretary, of Maritime Estates Owners' Association, Inc., who are personally known to me or have produced ✓ FL DL as identification.

Jennifer Hines  
Signature of Notary Public

[SEAL]



Unofficial Document