

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 1200 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. 4th Ave.
Daytona Beach, Fla. 32144*

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, 1980.

SIGNED, SEALED, AND DELIVERED in the presence of:

Camille Coates
Witness
Chris Braden
Witness
Charlotte Lerner
Witness
Robert Crews
Witness

Walter Esthove, Jr.
Walter Esthove, Jr.
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA
This instrument filed and recorded
1980 in book
13106 on page 13106
Notary Public
Shelton B. Barber
CLERK OF CIRCUIT COURT
D.C.

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

NOTARY PUBLIC State of Florida at Large
My Comm. Expires July 12, 1983

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

SERVICE OF PROCESS WITHIN FLORIDA,

FILED
AUG 17 2 15 PM '79
TALLAHASSEE, FLORIDA

SIGNATURE [Signature]
(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 [Signature]
(RESIDENT AGENT)

DATE 7/30/79