

181.50
(161.00/20.50)

Retained to
WILLIAM J. VOGES
P. O. BOX 5386
DAYTONA BEACH, FL 32018
(904) 252-7653

DECLARATION OF COVENANTS AND RESTRICTIONS

SEA SCAPE SUBDIVISION

FLAGLER COUNTY, FLORIDA

AND

NOTICE OF PROVISIONS OF

FLAGLER SEA SCAPE HOMEOWNERS ASSOCIATION, INC.

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THIS DECLARATION, made this 2nd day of February, 1990, by FLAGLER SEA SCAPE DEVELOPMENT, INC., a Florida Corporation, with its principal place of business at 483 North Beach Street, Ormond Beach, Volusia County, Florida, (hereinafter sometimes referred to as the "Developer").

- W I T N E S S E T H -

WHEREAS, the Developer is the record owner in fee simple absolute of certain real property located in Flagler County, Florida, and more particularly described in the legal description which is attached hereto as Exhibit "A" and made a part hereof; and,

WHEREAS, in accordance with the applicable provisions of State law and local ordinances, the Developer caused the above described real property to be subdivided into a platted Subdivision known as Sea Scape Subdivision, (hereinafter "the Subdivision") and a Subdivision plat thereof has been duly filed in the Office of the Clerk of the Circuit Court, Flagler County, Florida on January 24, 1990, and recorded in Map Book 28, Page 62, of the Public Records

of Flagler County, Florida; and,

WHEREAS, it is the intention of the Developer to develop the Subdivision as a high quality low density Subdivision with common area as shown on the above referenced plat; and,

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the use of the Subdivision, and to provide for an effective administration of the common area in the Subdivision; and,

WHEREAS, the Developer has caused to be incorporated in Florida, a non-profit corporation, known as Flagler Sea Scape Homeowners Association, Inc., which has been formed to manage the common area, collect assessments, and generally provide for the orderly enjoyment of the Subdivision.

NOW, THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date thereof, the real property described in the legal description which is attached hereto as Exhibit "A" is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of Flagler County, Florida.

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SECTION I

DEFINITIONS AND DESCRIPTION OF PROPERTY

1.1 Definitions. The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

a. "Architectural Control Committee" shall mean a committee formed in accordance with Section 4.10.

b. "Association" shall mean and refer to Flagler Sea Scape Homeowners Association, Inc., a Florida not for profit corporation, and its successors and assigns, the membership of which will be owners of "dwelling units" or "lots" in the Subdivision, filed by Developer.

c. "Association Documents" means the Declaration, the Articles of Incorporation of the Association, and the By-laws.

d. "Common Area" shall mean and refer to all property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the owners within the subdivision.

e. "Declaration" or "Covenants" means this Declaration of Covenants and Restrictions, as from time amended in the manner provided herein.

f. "Developer" shall mean and refer to Flagler Sea Scape Development, Inc., its successors and assigns.

g. "Dwelling Unit" shall mean and refer to one building constructed primarily for use as zoned for residential dwelling.

h. "Lot" shall mean and refer to any parcel of land

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shown on the recorded Subdivision plat referred to above, which is intended for use as a site for a single family dwelling. A parcel of such land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

i. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

j. "Member" shall mean every person or entity who holds membership in the Association.

k. "Mortgage" shall mean a conventional mortgage or a Deed of Trust.

l. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a Deed of Trust.

m. "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

n. "Subdivision" shall mean the Sea Scape Subdivision as recorded in the Public Records of Flagler County, Florida, and as herein described with such additions as may be brought within

the jurisdiction of the Association as herein provided.

1.2 Property Subject to Covenants and Restrictions. The property subject to the Declaration of Covenants and Restrictions is that property described in the legal description which is attached hereto as Exhibit "A", with such additions thereto as may hereafter be added.

SECTION II

ASSOCIATION

2.1 To effectively and efficiently provide for the administration of the common area by the owners of lots or dwelling units in the Subdivision, a non-profit corporation known and designated as Flagler Sea Scape Homeowners Association, Inc., a non-profit Florida corporation has been created. The Association shall operate, maintain and manage the common area and shall assist in the enforcement of the restrictions and covenants contained herein, and shall undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C", respectively, and such documents are expressly made a part hereof.

2.2 The owner of each lot within the Subdivision, shall automatically become a member of the Association upon his or her acquisition of an ownership interest in title to any lot or

dwelling unit. The membership of such owner shall terminate automatically at the time that such owner is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

2.3 No person or corporation or other business entity holding any lien, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor, his successor or assigns.

2.4 In the administration, operation and management of the common area and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

SECTION III

COVENANTS FOR MAINTENANCE ASSESSMENTS

3.1 Creation of Lien and Personal Obligation. The Developer covenants, and each owner or tenant or each and every lot or dwelling unit shall by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns all assessments or charges of the Association.

Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The special assessments, together with interest, costs and reasonable attorney fees, shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made, whether or not claim of lien is filed. Each assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable, and also the joint and several personal obligation of any subsequent grantee who takes title without first obtaining a letter from the Association as herein provided, that there are no outstanding assessments against the lot being purchased. In the case of co-ownership or co-tenancy of a lot or dwelling unit, each owner or tenant shall be jointly and

severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorney fees. Prospective purchasers are hereby notified of the possible charge against the property in the Subdivision, and are directed to Section 3.7 hereinbelow.

3.2 Purpose of Assessments. The assessments 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 improvement and maintenance of the common area and of the homes situated within the Subdivision. Assessments shall include, and the Association shall acquire and pay for out of the funds derived from assessments, the following:

- a. Maintenance and repair of the common area.
- b. Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants or any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- c. Any other insurance deemed necessary by the Board of Directors of the Association.
- d. 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.

3.3 Assessments. The initial assessment is hereby set at \$100.00 per lot. This initial assessment shall be paid by the owner to the Association upon the owner's acquisition of a lot from the Developer.

The Developer shall not be obligated to pay any assessments on any unimproved (vacant) lots or lands which it may own. However, should the Developer construct any dwelling units, it shall be liable for the Annual and other assessments upon the issuance of a certificate of occupancy for the dwelling unit.

3.4 Special Assessments for Capital Improvements. In addition to the initial assessments authorized above, the Association may levy such special assessments for the purpose of paying the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by the majority of members.

3.5 Rate of Assessment. All assessments shall be fixed at a uniform rate for all lots.

3.6 Effect of Non-Payment of Assessments; Remedies of the Association. Assessments which are not paid on or before the date the same shall become due, shall be delinquent, and each delinquent assessment shall bear interest at twelve percent (12%) per annum until it is paid in full. In addition to the accrual of interest,

when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien for such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common area, by abandonment of the lot or dwelling unit, by extended absence from the Subdivision, or by or for any reason, except as provided in Section 3.3.

3.7 Statement of Status of Assessments. The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or any other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

3.8 Revenues Property of Association. All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of Common areas and Retention areas. Revenue collected by the Association from an owner of a lot or dwelling unit may be co-mingled with monies collected from other owners.

3.9 Funds and Assets of the Association. Although all funds

and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

3.10 Foreclosure of Lien. The lien herein established may be foreclosed in the same manner as real estate mortgage may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances, which may be required to be advanced by the Association in order to protect its interests computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

3.11 Perfection of Lien. The lien created pursuant to this Declaration shall be perfected by the recording in the Official Public Records of Flagler County, Florida, of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim

of lien may include assessments which are due and payable when this claim is made and recorded, plus interest, collection costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any claim or lien if the said mortgage or claim or lien is recorded prior to the Association's claim of lien.

3.12 Notice of Lien Rights. All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien, or other encumbrance on a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration.

SECTION IV

RESTRICTIVE COVENANTS AND ARCHITECTURAL CONTROL COMMITTEE

4.1 No lot shall be used for any purpose other than a one family dwelling, with a minimum of 2,000 square feet of living area, together with an attached two (2) or three (3) car garage. The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such

areas being hereinafter referred to as "grounds", shall be used for normal and customary yard purposes.

4.2 No business of any kind shall be conducted on any residence with the exception of the business of Developer and the transferees of Developer in developing all of the lots.

4.3 No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

4.4 All owners shall keep their grounds mowed and maintained, free of disease, bugs, and in a presentable condition, and shall not permit any unsightly growth, weeds or underbrush on their grounds. If an owner shall fail to maintain his grounds herein provided, the Developer and/or the Association, shall have the power to correct such omission and assess the cost thereof to such owner. The Association shall have the right to adopt rules and regulations to enforce this provision.

4.5 Each owner of a lot agrees to maintain fire and extended coverage casualty insurance on the improvements on such lot, and agrees to use the proceeds thereof to repair or replace any damage to or destruction of improvements within reasonable time after such casualty.

4.6 No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any

commercial purposes, and further provided that such animals shall not become a nuisance to neighbors.

4.7 No sign of any kind shall be created, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the name of the occupant of the residence located on said lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Architectural Control Committee.

4.8 No noxious or offensive activity shall be carried on or suffered to exist on any lot that may be or may become an annoyance or private or public nuisance.

4.9 No building or structure, including an addition to a dwelling, shall be erected on, placed on, altered, or permitted to remain on any lot unless and until the owner submits the site plan, floor plan, elevation, landscaping plan, and abbreviated specifications, and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the harmony of the external design and location of the building or structure compared to existing buildings and structures, the location of the building or structure with respect to topography, vegetation, and the finished grade of elevation of the lot, and any other relevant considerations which are based upon acceptable standards of planning, zoning, and construction, including considerations which are based exclusively on aesthetic factors. The

term "structure" as used herein shall include, but is not limited to swimming pools, fences, walls, barbecue pits, television or radio antennae, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, driveways, walks, lighting apparatus, window barriers, window awnings, recreational facilities such as basketball courts or goals, tennis courts, shuffleboard courts, basements, tents, shacks barns, sheds, or any other temporary storage or residence facilities and lawn decorative objects such as statues, tables, etc.

4.10 Architectural Control Committee. The Architectural Control Committee shall be composed of two (2) persons. The members of the Committee shall be appointed by the Developer. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, the Developer shall promptly appoint a successor member. The membership, rules or procedure, and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Developer. When the Developer deems the circumstances appropriate, he shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of Flagler Sea Scape Homeowners Association, Inc. The Association shall then appoint the membership of the Architectural Control Committee which shall assume the duties and perform the functions as set forth in this Declaration. After turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the

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Association.

The Architectural Control Committee shall indicate its approval or disapproval, as the case may be, of the matters required in Section 4.9 hereof to be approved or acted upon by them, by a written instrument filed with the Secretary of the Board of Directors of the Association, and served personally or by certified mail upon the applicant, identifying the proposed building or structure and, if the same is disapproved, the reasons for such disapproval. The decision of the Architectural Control Committee shall be final. If the Architectural Control Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after a completed application or request for action is made and after a site plan, a floor plan, elevation, landscaping plan, and abbreviated specifications have been received by the committee, then it shall be conclusive presumed as to all owners and interested persons, that any alleged violation of this declaration is, and it shall be deemed automatically to be excused, and any and all rights of action arising therefrom shall be deemed to have been waived, and the applicable restrictive covenants shall be deemed to have been complied with.

4.11 Easements. Easements for installation, operation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded Subdivision plat. Maintenance of the drainage easement along the front of each lot shall be the responsibility of the lot owner. A six (6) foot pedestrian access easement is reserved as shown on the Subdivision plat for the

exclusive use of lot owners and their immediate families, guests, lessees and invitees.

4.12 Fences, Walls and Hedges. Restrictions regarding the fence, wall, hedge or shrub planting on lots shall be as prescribed by the Architectural Control Committee from time to time.

4.13 Driveways. All driveways shall be of concrete construction utilizing a density of 3,000 pounds per square inch or more. No driveway shall be constructed, maintained, altered or permitted to exist on any lot, if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot.

4.14 Conversion of Garages or Porches. No garage or screen porches shall be converted to use other than their original purpose.

4.15 Septic Tanks. No discharge, overflow or accumulation of sewer effluent from any septic tank, drain field, storage tank or other similar container shall be permitted to exist on any lot.

4.16 Minimum Building Set-Backs. Minimum building set-backs are established and set forth on the subdivision plat.

4.17 Outdoor Lighting. No outdoor lighting or security lights (including mercury vapor lights or other security lights) in excess of 150 watts shall be permitted to exist on any lot.

SECTION V

AMENDMENT, TERMINATION AND ENFORCEMENT

5.1 The Developer hereby reserves for itself and its assigns the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of the Subdivision. This right of amendment specifically includes without limitation the right to add more units to the property covered hereunder.

5.2 In addition to the rights of the Developer reserved in the preceding paragraph, seventy-five percent (75%) of the record owners of lots in the Subdivision, may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least seventy-five percent (75%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of Flagler County, Florida. It shall not be necessary for the record owners to join in a document to effectuate such amendment.

5.3 Nothing contained herein shall be deemed to permit the

Developer or the record owners of lots to amend the plat of Sea Scape Subdivision without the prior approval of the County of Flagler.

5.4 These Covenants and Restrictions may be enforced by the Association or any lot or property owner within the subdivision in an action at law for damages, or a proceeding in equity for an injunction. All costs of enforcement, including reasonable attorney's fees at trial and on appeal, shall be borne by the violating party.

SECTION VI

USE OF COMMON PROPERTY

The common area, as set forth on the Subdivision plat, or hereinafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of lots and dwelling units lying within the Subdivision, as hereinabove described, for the use of such owners and the use of their immediate families, guests, lessees, and invitees for all proper and normal residential purposes for which the same are reasonably intended, and for the quiet enjoyment of said owners; provided, however, that such use shall be consistent with purposes for which the common areas have been dedicated.

The stormwater retention areas and drainage areas, as set forth on the Subdivision plat, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in

favor of all of the owners of lots and dwelling units lying within the Subdivision, as hereinabove described, for stormwater retention and drainage purposes.

SECTION VII

COVENANTS AGAINST PARTITION

AND

SEPARATE TRANSFER OF COMMON AREA

Recognizing that the full use and enjoyment of any lot or dwelling unit within the Subdivision is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the ownership of the common areas be retained by the Association, there shall be no judicial partition of the common area, nor shall any Owner or any other person acquiring an interest in the Subdivision or any part thereof, seek judicial partition thereof. In addition, there shall exist no right to transfer the owner's interest in the Association in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to the lot or dwelling unit in the Subdivision provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the common areas to the Association for the purpose of effectuating the intent of this Declaration.

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SECTION VIII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless in accordance with Section 5.2, seventy-five percent (75%) of the then record owners of the lots or dwelling units in the Subdivision, agree to the alteration, change, modification, or repeal, in whole or in part, of the provisions of this Declaration, in which event, the President and Secretary of the Association shall execute and record a Certificate in accordance with Section 5.2 hereof.

SECTION IX

GENERAL PROVISIONS

9.1 Right of Entry. The Association, through its authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any lot at any

reasonable hour on any date to perform such maintenance as may be authorized herein.

9.2 Severability. Invalidation of any one of these Covenants or Restrictions by judgment or Court Order shall in no way effect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunder laid his hand and seal the day and year first above written.

Signed sealed and delivered in the presence of:

FLAGLER SEA SCAPE DEVELOPMENT, INC., a Florida Corporation

[Signature]

By: [Signature]
Peter M. Glover, President

[Signature]

Attest: [Signature]
Deborah M. Glover, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of February, 1990, by PETER M. GLOVER and DEBORAH M. GLOVER, as President and Secretary, respectively, of FLAGLER SEA SCAPE DEVELOPMENT, INC. a Florida Corporation, on behalf of the Corporation.

[Signature]
Notary Public, State of Florida
My Commission Expires June 19, 1993

Notary Public, State of Florida
My Commission Expires June 19, 1993
Bonded thru Troy Paine - Insurance

THIS INSTRUMENT PREPARED BY:
William J. Voges, Esquire
Post Office Box 5386
Daytona Beach, FL 32018

vj\d
s.c&r

LEGAL DESCRIPTION

BEGINNING AT A POINT IN THE OCEAN BARRIER THIRTEEN HUNDRED AND FIFTEEN AND ONE TENTH 1315.10 FEET SOUTHWARDLY FROM THE NORTHEAST CORNER OF LOT 3, SECTION 17, TOWNSHIP 10 SOUTH, RANGE 31 EAST, RUNNING THENCE IN A WESTERLY DIRECTION FIFTEEN HUNDRED AND NINE TENTHS 1515.90 FEET TO A POINT, THENCE SOUTHWARDLY ONE HUNDRED AND SEVENTY SEVEN 177 FEET TO A POINT, THENCE EASTWARDLY FIFTEEN HUNDRED AND FORTY TWO AND ONE TENTH 1542.10 FEET TO A POINT IN THE OCEAN BARRIER, THENCE NORTHWARDLY ONE HUNDRED EIGHTY FIVE AND FIVE TENTHS 185.50 FEET TO A POINT, THE PLACE OF BEGINNING, CONTAINING SIX AND FIVE ONE HUNDRETHS 6.05 ACRES OF LAND. TOGETHER WITH RIPARIAN RIGHTS AND ACCRETION PERTAINING TO THE ABOVE DESCRIBED PARCEL OF LAND. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY RESIDENCE OR BUILDING OF ANY KIND TO BE ERECTED ON THE ABOVE DESCRIBED PREMISES SHALL BE ERECTED AT A DISTANCE OF AT LEAST FORTY FIVE FEET WESTERLY FROM THE EASTERN BOUNDARY LINE OF THE PREMISES.

Exhibit "B"

ARTICLES OF INCORPORATION

FILED

OF

JAN 19 AM 9 58

FLAGLER SEA SCAPE HOMEOWNERS ASSOCIATION, INC. COUNTY OF FLAGLER STATE OF FLORIDA
(a corporation not-for-profit under the laws of the State of Florida)

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We, the undersigned, hereby associate ourselves into a corporation not-for-profit under the laws of Florida, for the purposes herein stated.

ARTICLE I

NAME

The name of the corporation shall be Flagler Sea Scape Homeowners Association, Inc. Hereinafter the corporation shall be referred to as the "Association".

ARTICLE II

PURPOSE

2.1 This Association is organized to provide a legal entity through which the owners of the lots in the Sea Scape Subdivision, as per map or plat thereof recorded or to be recorded in the Public Records of Flagler County, Florida, shall provide for certain centralized services, regulation and control as hereinafter set forth and as provided in the Declaration of Covenants and Restrictions recorded or to be recorded as to said Subdivision and any resubdivision of portions thereof, and to provide an entity to carry out and accomplish the purposes described in said Declaration of Covenants and Restrictions as from time to time amended or supplemented.

2.2 The Association, being conducted as a non profit corporation for the benefit of its members, shall make no distribution of income to its members, directors, or officers.

ARTICLE III

POWERS

3.1 The Association shall have all of the powers of a corporation not for profit under the laws of Florida, except as may be otherwise provided in these articles.

3.2 The Association shall have and exercise all of the powers granted to it by the Declaration of Covenants and Restrictions now or hereinafter of record affecting the use of real property described as the Sea Scape Subdivision and all of the powers reasonably necessary to accomplish the responsibilities, duties, powers and purposes conferred upon the Association by the Declaration as amended and supplemented from time to time, including, but not limited to, the following:

a. To make and establish reasonable rules and regulations governing the use of common area and exercise the other powers granted in the Declaration of Covenants and Restrictions;

b. To make and collect assessments against members of the Association to defray the costs of the exercise of its powers and duties;

c. To purchase insurance upon the common area and any other areas for which the Association is responsible for maintenance;

d. To enforce by legal means the land use restrictions, these Articles of Incorporation, the By-Laws of the Association and the regulations for the use of any property which is subject to regulation or control by the Association;

e. To maintain, repair, replace, operate and manage the Association's property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property;

f. To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and of the properties; and,

g. To exercise, undertake, and accomplish all of the rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants and Restrictions as from time to time amended or supplemented.

3.3 The Association shall be responsible for the maintenance and upkeep of the stormwater drainage system and retention areas located in the Subdivision.

3.4 The Association shall have a lien on each lot to secure all sums of money assessed against the owner and which lien shall also secure all costs and expenses which may be incurred by the Association in enforcing such liens. The Association may enforce such lien in any manner provided by law, including foreclosure thereof.

3.5 All funds and the title to all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association, in accordance with the provisions of the Declaration of Covenants and Restrictions, these Articles of Incorporation and the By-Laws.

ARTICLE IV

MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 The members of the Association shall consist of every person or entity who is a record owner of a fee simple estate or life estate in a lot or lots in the Sea Scape Subdivision, as and when the Declaration of Covenants and Restrictions are recorded in the Public Records of Flagler County, Florida, providing for such membership. Membership shall continue for so long as such ownership shall exist.

4.2 Immediately upon the divestment of a member's ownership interest in a lot, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Any successor owner shall be entitled to membership after providing written notice to the Association of such ownership interest. At the request of the Association, the successor owner shall provide the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of the Association can not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association belong solely to the Association subject to the limitation that the same may be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Covenants and Restrictions, and in the By-Laws which may be hereafter adopted.

4.4 On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each lot in the subdivision, which vote may be exercised or cast by the owner of each lot in such manner as may be provided by the By-Laws. Should any member own more than one (1) lot, such member shall be entitled to exercise or cast as many votes as he owns lots, in the manner provided by said By-Laws.

4.5 The annual meeting of the membership shall be held on

the second Monday in January of each year.

ARTICLE V

PRINCIPLE OFFICE AND DESIGNATION OF REGISTERED AGENT

The principal office of the Association shall be located at 483 North Beach Street, Ormond Beach, Florida 32174, or such other places may from time to time be designated by the Board of Directors. The initial registered office of the corporation is located at 149 Broadway, Daytona Beach, Florida 32118, and the initial registered agent of the Association at that office shall be William J. Voges, Esquire. The Board of Directors may, from time to time, change the registered agent by designation filed in the office of the secretary of state.

ARTICLE VI

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination shall consist of three (3) directors.

6.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws. The directors named herein shall serve until such first election and vacancies occurring before such election shall be filled by the remaining directors.

6.3 The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until they are removed are as follows:

<u>Name</u>	<u>Address</u>
Peter M. Glover	483 North Beach Street Ormond Beach, FL 32174
Deborah M. Glover	483 North Beach Street Ormond Beach, FL 32174
John Podesta	27 Moody Drive Palm Coast, FL 32137

6.4 The Board of Directors shall elect a president, a secretary, a treasurer, and as many vice-presidents as the Board of Directors shall determine to be necessary. The same person may hold two (2) offices, the duties of which are not incompatible; provided, that the office of president and vice-president shall not be held by the same person, nor shall the president be also the secretary or an assistant secretary.

ARTICLE VII

OFFICERS

7.1 The affairs of the Association shall be administered by the officers elected by the Board of Directors. The president shall be elected from among the membership of the Board of Directors, but no other officers need be a director.

7.2 The officers shall be elected each year by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the initial officers who shall serve under their successors are designated by the Board of Directors as follows:

- President - Peter M. Glover
- Secretary - Deborah M. Glover
- Treasurer - John Podesta

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performing of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights to which such director or officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

TERM

The term and duration of the Association shall be perpetual.

ARTICLE XI

AMENDMENTS

Amendments of these Articles shall be adopted in the following manner:

11.1 An amendment may be proposed by the Board of Directors by a majority vote or by a majority of the members, whether meeting as members or by instrument in writing signed by them.

11.2 Any proposed amendment shall be transmitted to the president who shall call a special meeting of the members for a day no sooner than ten (10) days and no later than thirty (30) days after receipt by him of the proposed amendment, and the secretary shall give to each member a written notice thereof stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form which notice shall be mailed to or presented personally to each member not less than ten (10) days and not more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the record of the Association, the postage thereon prepaid. Any member may by written notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes in the Association.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of the State of

the State of Florida, and upon a registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Flagler County, Florida.

11.3 No amendment shall make any changes in the qualifications for membership nor the voting rights or members, without approval in writing of all members and the joinder of all record owners of mortgages upon the lots. No amendment shall be made that is in conflict with the law or the Declaration of Covenants and Restrictions governing the use of the land, as from time to time amended and supplemented.

No amendment to these Articles of Incorporation which shall abridge, amend, or alter the rights of the Developer or a successor Developer may be adopted or become effective without prior written consent of said Developer or such successor.


ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Peter M. Glover	483 North Beach Street Ormond Beach, FL 32174

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 18 day of January, 1990.



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STATE OF FLORIDA
COUNTY OF VOLUSIA

FILED

BE IT REMEMBERED that on this 18th day of January, 1990, personally appeared before, me a Notary Public of the State of Florida, PETER M. GLOVER, well known to be the parties of the foregoing Articles of Incorporation of Flagler Sea Scape Homeowners Association, Inc. and know to me personally to be such and acknowledged the said certificate to be their act and deed and that the facts therein are truly set forth, and that they have associated themselves with the other parties to the foregoing certificate for the purposes of becoming a corporation not for profit under the laws of the State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Volusia, County and State aforesaid, on the day and year first above written.

W. J. Voges
Notary Public State of Florida
My Commission Expires June 19, 1993

By Commission Expires June 19, 1993
Bonded thru Troy Fair - Insurance Inc.

ACCEPTANCE OF REGISTERED AGENT

The undersigned having been named to accept Service of Process for Flagler Sea Scape Homeowners Association, Inc. at the place designated in Article V of the Articles of Incorporation, hereby accepts such designation and agrees to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.

[Signature]
Registered Agent

This Instrument Prepared By:
William J. Voges
Fink, Loucks, Sweet & Voges
149 Broadway
Post Office Box 5386
Daytona Beach, Florida 32018

vj\d
s.art

Exhibit "C"

BY-LAWS OF
FLAGLER SEA SCAPE HOMEOWNERS ASSOCIATION, INC.
a corporation not-for-profit

ARTICLE I

GENERAL

1.1 Identity. These are the By-Laws of Flagler Sea Scape Homeowners Association, Inc., a Florida non-profit corporation (hereinafter "the Association").

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Corporation shall bear the name of the corporation, the word "Florida", and the words "corporation not-for-profit", and the year of the incorporation.

1.4 Subdivision. Sea Scape Subdivision shall hereinafter be referred to as the "Subdivision".

1.5 Developer. Developer as used herein, shall mean "Flagler Sea Scape Development, Inc." or a successor to whom it may transfer its rights as Developer or an entity which may succeed to such rights by operation of law.

1.6 Declaration of Covenants. "The Declaration of Covenants and Restrictions" as used herein shall mean the Declaration of Covenants and Restrictions for Sea Scape Subdivision, Flagler County, Florida, and specifically the Declaration of Covenants and Restrictions relating to this Subdivision as recorded in the Public Records of Flagler County, Florida.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 Membership: The owners of each lot shall automatically be members of the Association as provided in the Declaration.

2.2 Voting. There shall be one vote for each lot. In no event shall the total votes exceed the number of lots in the Subdivision. One vote shall pass automatically with the title to each lot. The Developer reserves for itself and any designated successor Developers, the right to exercise all votes not so automatically conveyed. As used herein, the term "majority of owners" or similar phrase means the owners of lots, including the Developer, who owns fifty-one percent (51%) or more of the votes.

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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 the case of a corporation, and filed with the secretary. Such designation shall be valid until revoked in writing.

2.3 Quorum. A quorum at members' meeting shall consist of the owners of a majority of the lots, and decisions shall be made by the owners of a majority of the lots represented at a meeting at which a quorum is present, except where approval by a greater number is required by the Articles of Incorporation, the By-Laws or the Declaration of Covenants and Restrictions.

2.4 Proxies. At meetings of the membership, 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 before the appointed time of the meetings. A member may withdraw his proxy at anytime before it is voted.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 Annual Members' Meeting. The annual members' meeting shall be held at such place designated by the Board of Directors, at 7:30 o'clock, p.m., local time, on the second Monday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meeting. A special members' meeting shall be held whenever called by the president or 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.

3.3 Notice. Written 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 or secretary unless waived in writing. Such notice shall be delivered or mailed by first class mail to each member at his address as it appears on the books of the Association, not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings.

3.4 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.

3.5 The Order of Business. At Annual Members' Meetings and as far as practical at other members' meetings, the order of business 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 election.
- f. Election of directors.
- g. Unfinished business.
- h. New business.

3.6 Minutes. Written minutes of all meetings of the lot owners shall be kept and be available for inspection by owners and board members at all reasonable times.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Number. The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) directors, the exact number to be determined at the time of the election.

4.2 Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be conducted at the Annual Members' Meeting.

b. A Nominating Committee of not less than three (3) nor more than five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one (1) person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each

person voting being entitled to cast his vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. 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.

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

4.3 Term. The term of each director's 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 elsewhere provided.

4.4 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of 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 organizational meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meetings. 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 three (3) days' written notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at directors' meetings 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 by a greater number of directors is required by the Articles of Incorporation or by these By-Laws.

4.9 Presiding Officer. The presiding officer of directors' meetings shall be the president. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 Minutes. Meetings of the Board of Directors shall be open to all lot owners and notice of meeting shall be posted conspicuously, forty-eight (48) hours in advance for the attention of owners except in an emergency. Minutes of all Board meetings shall be kept in a businesslike manner and available for inspection by lot owners at all reasonable times.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1 Powers and Duties. 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 and these By-Laws, including without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' lots to defray the costs of the Association and to use the proceeds of said assessments in the exercise of the powers and duties of the Association;

b. To make and amend regulations governing the use of the property, real and personal, of the Association so long as its regulations do not conflict with the Declaration of Covenants and Restrictions, the Articles of Incorporation and these By-Laws; and

c. To employ such personnel as may be required for proper operation of the Association.

ARTICLE VI

OFFICERS

6.1 Executive Officers. The executive officers of the Association shall be a president, a vice-president, a treasurer, a secretary and an assistant secretary, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the president shall not also be the secretary, an assistant secretary or the 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 President. 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 the conduct of the affairs of the Association.

6.3 Vice-President. The vice-president shall in the absence or disability of the president exercise the powers and perform 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 Secretary. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and other notices required by law. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association required by the directors.

6.5 Treasurer. The treasurer shall have the custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of treasurer.

ARTICLE VII

FISCAL MANAGEMENT

7.1 Assessment Roll. 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 owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Budget. The Board of Directors shall adopt a budget for each 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, together with a notice of the meeting at which such budget will be considered, shall be transmitted to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget.

7.3 Assessments. Assessments against the lot owners of their share 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 in twelve (12) equal installments on the first day of each month of the year for which the assessments are made. (*Such assessments shall be due on the first day of January of 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 (annual) installments on such assessment 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 the first day of each month remaining in the calendar year.

7.4 Acceleration of Assessment Installments Upon Default. If an 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 owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the owners, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

7.5 Assessment for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expense shall be made only after notice of the need for such is give to the owners. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

7.6 Depository. The depository of the Association shall be such bank or banks as shall be designated by the directors from time to time and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the directors.

7.7 Audit. An audit of accounts of the Association shall be made annually and a copy of the audit report shall be available to each member not later than the second Monday in February of the year following the year for which the report is made.

7.8 Written Summaries. Written summaries of the accounting records of the Association shall be supplied at least annually to

each member.

ARTICLE VIII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE IX

AMENDMENTS

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

9.2 Resolution. 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 either by:

a. Not less than sixty-five percent (65%) of the entire membership of the Board of Directors and by not less than sixty-five percent (65%) of the votes of the entire membership of the Association, or

b. By not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

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

ARTICLE X

RECORDS OF ASSOCIATION

All of the books and records of the Association shall be kept in a businesslike manner and shall be available for inspection by any member at reasonable times.

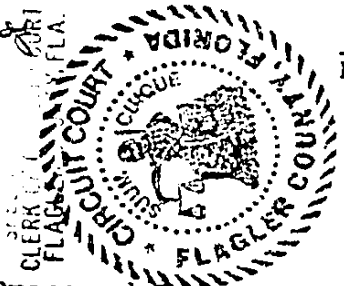
The foregoing were adopted as the By-Laws of Flagler Sea Scape

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Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Directors and/or by written action on the 2nd day of February, 1990.

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FILED
FOR BOOK 422 PAGE 287

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P. Struck



Deborah M. Glover
Deborah M. Glover, Secretary

This Instrument Prepared By:
William J. Voges, Esquire
Fink, Loucks, Sweet & Voges
149 Broadway
Post Office 5386
Daytona Beach, Florida 32018

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