

This instrument prepared by:
Jackson Law Group, LL.M., P.A.
Edward Ronsman, Esquire
1301 Plantation Island Drive, Suite 304
St. Augustine, Florida 32080

**Certificate of Amendment
to the Declaration of Condominium, Restrictions, Covenants, Conditions and Easements of
The Congressional, a Condominium, which establishes**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, RESTRICTIONS,
COVENANTS, CONDITIONS AND EASEMENTS OF THE COQUINA, A
CONDOMINIUM**

COME NOW the undersigned President and Secretary of T.C. MANAGEMENT – THE
COQUINA, INC., and hereby certify the following:

1. That the attached writing is a true copy of the Amended and Restated Declaration of Condominium, Restrictions, Covenants, Conditions and Easements of the Coquina, A Condominium (“Amended and Restated Declaration”) (which serves to amend and restated the original Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions, and Easements of the Congressional, A Condominium, recorded at Official Records Book 201, Page 416 of the Public Records of St. Johns County, Florida).
2. That the Amended and Restated Bylaws of T.C. Management – The Coquina, Inc. are attached as Exhibit B to the Amended and Restated Declaration.
3. That the Amended and Restated Articles of Incorporation of T.C. Management – The Coquina, Inc. are attached as Exhibit C to the Amended and Restated Declaration.
4. That the Amended and Restated Declaration, Amended and Restated Bylaws, and Amended and Restated Articles of Incorporation were approved on January 13, 2013 in accordance with the requirements of the original Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions, and Easements of the Congressional, A Condominium, the original Bylaws of T.C. Management, Inc., the original Articles of Incorporation of T.C. Management, Inc. and the provisions of Chapters 617 and 718, Florida Statutes.
5. The adopted Amended and Restated Declaration appears in the minutes of the Association meeting, is attached hereto and is unrevoked.

EXECUTED this 28 day of September, 2013 at Coquina Courts
H. Johns County, Florida.

{Remainder of this page left intentionally blank}

T.C. MANAGEMENT -- THE COQUINA, INC.

Witnesses
Gwen Joyce
Signature

Gwen Joyce
Printed Name

Gwen Joyce
Signature

Gwen Joyce
Printed Name

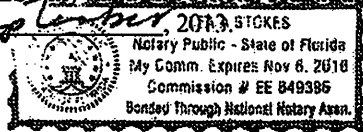
By: Allen Lastinger
Allen Lastinger
President

By: Deanna Carpenter
Deanna Carpenter
Secretary

STATE OF FLORIDA
COUNTY OF D. Johns

I hereby acknowledge that on this 28 day of September, 2013, before me personally appeared Allen Lastinger, President of T.C. Management - The Coquina, Inc., known to be the individuals described in and who executed the foregoing instrument and who acknowledged before me that they executed the same and that they did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 28 day of September, 2013.

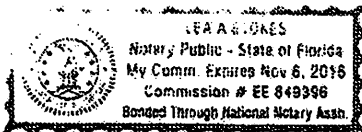


D. Johns
Notary Public, State of Florida
At Large

STATE OF FLORIDA
COUNTY OF D. Johns

I hereby acknowledge that on this 26 day of September, 2013, before me personally appeared Deanna Carpenter, Secretary of T.C. Management - The Coquina, Inc., known to be the individuals described in and who executed the foregoing instrument and who acknowledged before me that they executed the same and that they did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 28 day of September, 2013.



D. Johns
Notary Public, State of Florida
At Large

Prepared by and return to:
Edward Ronsman, Esq.
Jackson Law Group, L.L.M., P.A.
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

AMENDED AND RESTATED

**DECLARATION OF CONDOMINIUM,
RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND
EASEMENTS OF
THE COQUINA, A CONDOMINIUM
F/K/A THE CONGRESSIONAL, A CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, Restrictions, Reservations, Covenants, Conditions and Easements was approved on the 13th day of January, 2013, by T.C. Management – The Coquina, Inc., a Florida Corporation, for itself, its successors, grantees and assigns.

WHEREAS, the original **DECLARATION OF CONDOMINIUM, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND EASEMENTS OF THE CONGRESSIONAL, A CONDOMINIUM** was recorded at Official Records Book 201, Page 416 et seq. of the Public Records of St. Johns County, Florida in 1971;

WHEREAS, pursuant to said Declaration, all properties in THE CONGRESSIONAL shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Declaration, which are created in the best interests of the owners, tenants and residents of the Condominium, and which shall run with the Condominium and shall be binding upon all persons having and/or acquiring any right, title or interest in the Condominium or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Condominium, or any portion thereof;

WHEREAS, the membership of T.C. MANAGEMENT -- THE COQUINA, INC., a corporation not for profit under the laws of the State of Florida, has since amended the Declaration on numerous occasions; and

WHEREAS, the Association's membership desires to substantially amend and restate the Declaration.

NOW, THEREFORE, the membership of the Association does hereby adopt the following as an amendment and restatement of the **DECLARATION OF CONDOMINIUM, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND EASEMENTS OF THE COQUINA, A CONDOMINIUM**:

**ARTICLE I.
DEDICATION**

The name by which this condominium shall now be identified is:

THE COQUINA, A CONDOMINIUM (the "Condominium")

1.1 Property Bound.

The property, which is described in Exhibit "A" attached hereto and incorporated herein, improvements and fixtures located thereon were originally submitted to the condominium ownership by the Developer, The Congressional Development, Inc., on September 27, 1971 pursuant to Chapter 711 (now Chapter 718), Florida Statutes, as amended from time to time. The name of the condominium is **THE COQUINA, A Condominium (f/k/a The Congressional)**.

1.2 Covenants Running With the Land.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements.

**ARTICLE II
DEFINITIONS**

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires. All other definitions except as set forth herein shall be determined by the definitions set forth in Section 718.103, Florida Statutes, as written as of the date of the recording of this Declaration.

2.1 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.2 Association means T.C. MANAGEMENT – THE COQUINA, INC., a corporation not for profit, and its successors, organized under the laws of the State of Florida, and as further defined in Section 718.103(2), Florida Statutes.

2.3 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members and such persons to whom the Association may grant use rights.

2.4 Board of Directors or Board means the Board of Directors of the Association.

2.5 Committee means a group of Board members, Unit owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.6 Common Elements shall include:

- A. All of those items stated in the Condominium Act at Section 718.108, Florida Statutes.
- B. All Condominium Property not included in the Units.

2.7 Common Expenses shall include:

Amended and Restated Declaration of Condominium
The Coquina, A Condominium
Page 2 of 23

A. Expenses of administration and management of the Association and of the Condominium Property and Common Elements.

B. Expenses and maintenance, operation, repair, or replacement of the Common Elements, and Limited Common Elements, and of any portions of Units to be maintained by the Association.

C. The costs of carrying out the powers and duties of the Association.

D. Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

E. Any valid charge against the Condominium Property as a whole.

F. Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Sections 718.111 and 718.114, Florida Statutes.

2.8 Common Surplus means the amount of all receipts or revenues of the Association, including, but not limited to, assessments, rents, profits and revenue, collected by the Association which exceed the Common Expenses.

2.9 Community means any and all land which is from time to time subjected to the Declaration.

2.10 Condominium is that form of ownership of real property created pursuant to the Condominium Act, which is comprised entirely of units that are owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in the common elements appurtenant to the Unit. The "Condominium" also means THE COQUINA, A CONDOMINIUM.

2.11 Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.12 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.13 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein. References to Common Elements herein shall mean and refer to Limited Common Elements, unless the context would prohibit it or it is otherwise expressly prohibited.

2.14 Member means the record owner of a Unit in the Condominium.

2.15 Special Assessment means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

2.16 Unit means a part of the Condominium Property which is subject to exclusive ownership as more fully set forth and defined herein. The boundaries of the Units are defined in Article 3.4 hereof and Exhibit "A".

2.17 Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Unit as shown by the real estate records in the office of the Clerk of the county, whether it be one or more persons, firms, associations, corporations, or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successor or assigns, unless and until such holder has acquired title pursuant to

Amended and Restated Declaration of Condominium

The Coquina, A Condominium

foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Unit Owner" mean or refer to any lessee or tenant of a Unit Owner.

2.18 Utility Services as used in the Condominium Act, and construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities.

2.19 Voting Interests means the voting rights distributed to the Association Members.

**ARTICLE III
DEVELOPMENT PLAN**

3.1 Description of Condominium. A survey of the land, showing the improvements located thereon, and a graphic description of the improvements and a plot plan thereof, locating the improvements thereon, the Common Elements and the approximate dimensions are attached hereto and incorporated as Exhibit A. The Condominium Units shall be known and numbered as described in Section 3.3 of this Declaration.

3.2 Easements. Easements are reserved through the Condominium Property as may be required for utility services in order to serve such Condominium Property adequately, which are more accurately described in Article 18; provided however, such easements through a Unit shall be only according to the plans and specifications for the particular Unit, unless approved in writing by the affected Unit Owner. The Association's Board of Directors is also authorized to grant easements as provided in Section 718.111(10), Florida Statutes.

3.3 Improvements – General Description.The Developer had the above described property surveyed and divided into forty-two (42) living units, with each of the fourteen ground floor units being designated as A-101, A-102, A-103, A-104, A-105, A-106, A-107, in Building A, with unit A-101 being the Manager's Unit; B-101, B-102, B-103, B-104, B-105, B-106, and B-107, in Building B; and the townhouse units on the second and third floors of the buildings being designated as A-201, A-202, A-203, A-204, A-205, A-206, A-207, A-208, A-209, A-210, A-211, A-212, A-213 and A-214 in Building A; B-201, B-202, B-203, B-204, B-205, B-206, B-207, B-208, B-209, B-210, B-211, B-212, B-213 and B-214 in Building B. The buildings shall be further identified as follows:

A. **Building A.** Units A-101, A-102, A-103, A-104, A-105, A-106, A-107, A-201, A-202, A-203, A-204, A-205, A-206, A-207, A-208, A-209, A-210, A-211, A-212, A-213 and A-214; A-101 being the Manager's Unit.

B. **Building B.** Units B-101, B-102, B-103, B-104, B-105, B-106, and B-107, B-201, B-202, B-203, B-204, B-205, B-206, B-207, B-208, B-209, B-210, B-211, B-212, B-213 and B-214.

3.4 Unit Boundaries. Each Unit, which term as used in this subparagraph concerning boundaries, shall include that part of each Unit lying within the vertical and horizontal boundaries as established by the Plat, which by way of illustration and clarification, shall be as follows:

A. **Upper and Lower Boundaries:**

(i) Upper Boundaries. The horizontal plane of the unfinished ceiling.

(ii) Lower Boundaries. The horizontal plane of the unfinished floor.

B. **Perimetrical Boundaries.** The vertical plane of the unfinished interior surface of the common boundary walls to the vertical plane of the unfinished interior surface of the exterior walls, or to the

vertical plane of the exterior line of the balcony, and shall include all doors, windows and equipment attached to exclusively servicing such Unit.

The actual boundaries of the Units are shown on the Plat; however, the actual locations, as constructed, and as the same may exist from time to time, shall govern. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit A and subsequent amendments shall control.

C. **Exterior Doors, Windows and Equipment.** Exterior doors, screening and windows and all equipment, components, frames, mechanisms and assemblies thereof which exclusively service a Unit, are declared to be within the boundaries of a Unit and are, therefore, a part of a Unit, and are not Common Elements.

3.5 **Common Elements.** There shall be appurtenant to each of the Units, equal ownership of the Common Elements of the Condominium. The Common Elements include the land and all other parts of the Condominium Property not within a Unit, unless otherwise provided herein. The Common Elements shall include, but are not limited to:

- A. Any and all recreational devices and areas;
- B. Easements as may be necessary through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to more than one Unit or to the Common Elements, are hereby declared to be Common Elements;
- C. All lawn and planting areas;
- D. Private streets and driveways and sidewalks;
- E. Any easements of way over adjoining lands, fee title to which is not herein subject to Condominium purposes hereunder; and
- F. Any and all land and improvements, not included within the definition of a Unit.
- G. The property and installations in connection therewith, including any utility room, acquired or used for the furnishing of services to more than one Unit or to the Common Elements, are hereby declared to be Common Elements.

**ARTICLE IV
PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS, COMMON
EXPENSES AND COMMON SURPLUS**

4.1 **The Condominium.** The percentage of ownership and the undivided shares of the respective condominium Units in the Common Elements, and the manner of sharing expenses in the Condominium and owning common surplus attributable to the Condominium, shall be divided equally among the Unit Owners with each Unit Owner owning and sharing an undivided 1/42nd interest therein.

4.2 **Common Expenses.** The Common Expenses of this Condominium are the Common Expenses directly attributable to the operation of this Condominium. Each Unit Owner shall be liable for the payment of a fraction of the common expenses in accordance with his percentage of ownership in the Common Elements hereinabove provided. The Common Expenses shall include the cost of maintenance and repair of the Common Elements, fire and liability insurance as provided hereinafter, costs of management of the Condominium, administrative costs of the association, including professional fees and expenses, costs of

water, electricity and other utilities (not metered to specific Condominium Units) and supplies used in conjunction with the common elements and other costs and expenses that may be duly incurred by the Association through its management and from time to time in operating, protecting, managing and conserving the Condominium Property and carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, or the Bylaws.

4.3 **Common Surplus.** The Common Surplus of the Condominium shall be owned by Unit Owners in the same shares as the Unit Owners own the Common Elements as provided in this Declaration (an undivided 1/42 interest).

**ARTICLE V
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

5.1 **By the Association.** The responsibilities and rights of the Associations shall be as follows:

A. To maintain the drywall constituting the Common Elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the Unit. Decorations of such surfaces (including but not limited to paint, wallpapering, paneling, etc.) are the responsibility of the Unit Owner.

B. All incidental damage caused to a Unit by the Association in the furtherance of its maintenance, repair or replacement responsibilities. Such work shall be promptly repaired at the expense of the Association. The Association shall be responsible for all driveways and for painting and water-proofing of the exterior walls and roof surfaces of the Unit and shall determine the landscaping, exterior color scheme and exterior lighting of all buildings and improvements. The Association shall maintain the landscaping and exterior appearance of all the Condominium Property in a first class condition.

C. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (i.e.: gas, electrical power, cold water and sewer disposal) contained in the portions of a Unit that services part or parts of the Condominium Property other than the Unit within which contained.

D. The Association, its agents or employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours (and at all hours in the event of an emergency) as may be necessary for inspection, maintenance, repair or replacement of any Common Elements, or for making emergency repairs therein necessary to prevent damage to the Common Elements, or to other Units, and for the purpose of carrying out the provisions referred in this Declaration. Reasonable notice shall be provided to owner for non-emergency access to a Unit.

5.2 **By the Unit Owner.** The responsibilities and duties of each Unit Owner shall be as follows:

A. To maintain, repair and replace, at the Unit Owner's sole expense, all portions of the Owner's Unit not maintained by the Association, including without limitation all exterior doors, windows and all equipment, components, frames, mechanisms and assemblies thereof.

B. To maintain, repair and replace the paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceilings;

C. To maintain, repair and replace all built-in shelves, cabinets, counters, storage areas, and closets;

D. To maintain, repair and replace all mechanical, ventilating, heating and air conditioning equipment serving the individual Unit (whether located within the boundaries of the respective Unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, all bathroom fixtures, equipment and apparatus;

E. To maintain, repair and replace the all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduit serving only one Unit; all electric lines between the Unit and its individual service panel or meter, and all water and waste lines between the Unit and the main lines;

F. To maintain, repair and replace all interior doors, walls, partitions, and room dividers, sliding glass doors, glass, porches and porch walls, and all screens;

G. To maintain, repair and replace all furniture, furnishings and personal property contained within a Unit;

H. To maintain, repair and replace all exterior windows and screening shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building.

I. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

J. Not to make any alterations in the portions of the improvements of the Condominium Property which are to be maintained by the Association, or remove any portion thereof or make any additions thereto, or to do any work which would jeopardize the safety or soundness of the Unit, other Units or the condominium building, or impair any easement.

K. Unit Owners shall promptly perform all maintenance and repair work within the Unit, which if omitted would affect any Common Elements, other Units, or the Condominium Property as a whole, it being the express intent of this Article that such Unit Owner shall be responsible for all damages and liabilities that any failure to repair or maintain may engender.

L. Unit Owners shall be responsible for and reimburse the Association for any expenditure incurred in maintaining, repairing or replacing any common elements damaged through the fault of that Unit Owner or that Unit Owner's guests, employees or invitees.

M. The Association shall have a lien against a Unit for any expense incurred by the Association for the maintenance, repair or replacement the Association undertakes pursuant to Articles 5.2K and 5.2L above, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the highest rate permitted by law, plus reasonable attorneys' fees and costs incurred by the Association in the collection thereof, including appellate fees.

5.3 Alterations and Improvements.

A. **Common Elements.** The Board of Directors may materially alter or substantially improve the Common Elements, provided that any individual expenditure (except as noted below) for alterations or improvements in excess of Ten Thousand Dollars (\$10,000) shall require the prior approval of at least a majority of the Unit Owners present (in person or by proxy) at a membership meeting. If the Board so determines and the cost of the proposed alteration or improvement exceeds Ten Thousand Dollars (\$10,000), the Association shall first obtain the prior approval of at least a majority of the Association's Voting Interests present (in person or by proxy) at a membership meeting. As an exception to the foregoing, no Unit Owner or Membership approval shall be required for any expenditure related to maintenance, preventative maintenance, repair, replacement or protection of the Condominium Property or for compliance with valid governmental orders or regulations or for security measures.

B. **Association Property.** The Board of Directors may materially alter or substantially improve the Association Property, provided that any individual expenditure (except as noted below) for alterations or improvements in excess of Twenty Five Thousand and no/100 Dollars (\$25,000.00) shall require the prior approval of a majority of the Association's Voting Interests present (in person or by proxy) at a membership meeting. As an exception to the foregoing, no Membership approval shall be required for any expenditure related to maintenance, preventative maintenance, repair, replacement or protection of the Condominium Property or for compliance with valid governmental orders or regulations or for security measures.

C. **Modification to Units.** No Unit Owner shall make any structural addition or alteration to a Unit without the prior written consent of the governing Board. On request by any Unit Owner for approval of a proposed addition or alteration, the Board shall answer the same within twenty (20) days after receipt thereof, and failure to do so within the stipulated time shall constitute a consent. A copy of any permit issued by a governmental authority to make any addition or alteration to any Unit shall be provided to the Board. Neither the Board nor any Member thereof shall be liable to any contractor, subcontractor, or materialman, or to any person claiming injury to person or property as a result of such addition or alteration or the construction thereof.

ARTICLE VI ASSESSMENTS

6.1 **Establishment.** The Board of Directors shall adopt a budget and fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association and such other Assessments as are specifically provided for in this Declaration, the Articles of Incorporation and the Bylaws. The procedure for the determination of all Assessments shall be as set forth in the Bylaws and this Declaration. The Common Expenses shall include, but shall not be limited to the following:

- A. All expenses of administration, maintenance, repair, and replacement of the Common Elements.
- B. Insurance premiums on all policies of insurance obtained by the governing Board, managing agent, or manager, as the case may be, pursuant to this Declaration.
- C. Working capital reserve.
- D. General operating reserve.
- E. Repair and replacement reserve.
- F. Reserve for deficits accrued in prior years.
- G. Reserve for acquisition or lease of Units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.
- H. Utility rates for water and gas, and related sewer rents.
- I. Utility rates for electricity serving the Common Elements, other than leased portions thereof, which shall be separately metered.
- J. All other amounts that the owners may agree upon or that the governing Board may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

K. All other amounts designated Common Expenses by this Declaration, the Bylaws, or by Florida law, including special assessments necessary to cover unanticipated expenditures which may be incurred.

6.2 Share of Common Expenses. Common Expenses shall be assessed against each Unit Owner as provided for in Article 4.1 of this Declaration. One-twelfth (1/12) of each Unit's annual assessments shall be due and payable in advance to the Association on the first day of each month of each fiscal year.

6.3 Interest, Application of Payments. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association shall also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Board of Directors may require each Unit owner to maintain a minimum balance on deposit with the Association not to exceed one (1) month's assessment for working capital and to cover contingent expenses from time to time.

If the owner of a unit 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 of the unit, and then the unpaid balance of 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 owner of the unit, or not less than twenty (20) days after the mailing of such notice to the owner of the unit by registered or certified mail, whichever shall occur first.

6.4 Lien for Assessments. The Association shall have a lien on each Condominium Unit to secure the payment of unpaid Assessments and special assessments which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interests and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of St. Johns County, Florida, and perfected as provided by Section 718.116(4), Florida Statutes. A claim of lien for Assessments and/or special assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorney's fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

A. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element, Association Property, or the abandonment of the Unit for which the Assessments are made.

B. A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and/or special assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid Assessments, special assessments, late fees, costs, interest, and attorney's fees that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the Unit Owner.

C. Nothing herein contained shall be construed as releasing an Institutional Lender or other purchaser who acquires title to a Unit by foreclosure or deed in lieu of foreclosure from responsibility (a) for payment of that Unit's share of Common Expenses and Assessments accruing during such Lender's or purchaser's ownership of the Unit, whether the Unit is occupied or unoccupied, and (b) for payment of unpaid assessments and common expenses that became due prior to its receipt of the deed and acquisition of title to the Unit, as however limited in amount and prior time period by the provisions of Section 718.116(1), Florida Statutes, as amended from time to time.

6.5 Assignment of Rents: Suspension of Use Rights.

A. In order to ensure a timely and complete payment of all assessments, the following assignment of rent provisions apply, in addition to any and all remedies provided by the Condominium Act. If, at any time the Owner is delinquent in the payment of any amounts due from the Owner to the Association, the Owner hereby agrees and assigns all of the Owner's rights to receive rent proceeds of the unit to the Association.

B. The Association shall have the authority to demand from the Owner and any tenant all assessments, interest, costs, fees, and attorney's fees due to the Association until all delinquent amounts are paid in full. Upon written notice to Owner and tenant that all future rents shall be paid to the Association until further notice, Owner and any tenant shall be required to make payment of rents directly to the Association until all delinquent amounts are paid in full.

C. All rents collected by the Association from this assignment shall be applied to past due interest, late fees and costs, attorney's fees, and then to the delinquent assessment until all funds owed the Association are paid in full. Any funds that may be collected by Association in excess of Owner's obligation shall be remitted to the Owner by the Association within a reasonable amount of time.

D. Owner hereby assigns to the Association the right to take legal action for non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease, evict the lessee and all occupants and obtain possession of the Unit and to rent the Unit to any tenant and for any amount deemed appropriate by Association.

E. If a Unit Owner is more than 90 days delinquent in paying any monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use common elements and services until the monetary obligation is paid in full. No prior hearing shall be required before imposition of such suspension. All such suspensions must be approved at a duly noticed board meeting, and upon approval, the Association must notify the Unit Owner and the Unit's occupant by mail or hand delivery.

F. The Association shall have the right to suspend the voting rights of a Unit Owner for failure to pay any monetary obligation owed the Association to the fullest extent permitted by law. A voting interest that has been suspended may not be counted toward the total number of voting interest necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Condominium Act or the governing documents of the Association. No prior notice or hearing is required, but the suspension must be approved at a duly noticed Board meeting and upon approval the Unit Owner must be notified in writing via mail or hand delivery.

G. The Association's remedies for violation are cumulative, and pursuit of any remedy shall not preclude the Association from pursuing all other available legal and/or equitable remedies.

**ARTICLE VII
THE ASSOCIATION**

7.1 **The Association.** In order to provide for the proficient and effective administration of the Condominium and the Association Property by the owners of Units, a non-profit corporation known and designated as T.C. MANAGEMENT – THE CONQUINA, INC., has been organized under the laws of the State of Florida. The Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations promulgated by the Association from time to time. No Unit Owner, except an officer of the Association, shall have any authority to act for or on behalf of the Association. The powers of the Association shall include those set forth in this Declaration, Articles of Incorporation, Bylaws, the Condominium Act and Chapter 617, Florida Statutes, all as amended from time to time.

7.2 **Membership in Association.** Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Membership in the Association shall be limited to such Owners. Change of membership in the Association shall be established by recording in the Public Records of St. Johns County, Florida, a Deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a Member of the Association, and the membership of the prior owner is terminated.

7.3 **Voting Rights.** Each Condominium Unit shall be entitled to one (1) vote at membership meetings of the Association. In the event of joint ownership of a Condominium Unit, the vote to which that Unit is entitled shall be exercised by one (1) of such joint owners. The vote of a Condominium Unit is not divisible. A Unit Owners' voting rights may be suspended by law where allowable, and where otherwise noted in the Declaration, Bylaws, and Articles of Incorporation.

7.4 **Restraint Upon Assignment of Shares in Assets.** The shares of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

7.5 **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain, replace and repair parts of the Condominium Property and facilities, the Association shall not be liable to any Unit Owners for injury or damage caused by a latent condition of the property to be maintained, replaced and repaired by the Association, or caused by the elements, water intrusion through the Common Elements, or other owners or persons.

ARTICLE VIII INSURANCE

8.1 **Authority to Purchase.** The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association. All insurance policies upon the Condominium Property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of Unit Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the Units, and if insurance companies shall agree or as otherwise required by law, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, and their respective servants, agents and guests.

8.2 **Unit Owners.** A Unit Owner's insurance policy must conform to the requirements of Section 627.714, Florida Statutes, as amended from time to time. Unit Owner obligation, if any, to obtain insurance for a Unit is subject to the provisions of the Condominium Act as amended from time to time.

8.3 Coverage.

A. **Casualty.** The structures and all improvements upon the land and all personal property included within the Condominium Property, except such personal property as may be owned by the Unit Owners, shall be insured for the full insurable value, replacement cost, or similar coverage which shall be based upon an independent insurance appraisal or update thereof conducted at least once every thirty-six (36) months, with a reasonable deductible clause determined by the Board of Directors as provided by Section 718.111(11), Florida Statutes, as amended from time to time. Every hazard insurance policy shall provide primary coverage for:

(i) All portions of the Condominium Property located outside the Units;

(ii) The Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the Developer; and

(iii) All portions of the Condominium Property for which the Declaration of Condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "Condominium Property," "building," "improvements," "insurable improvements," "Common Elements," "Association Property," or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance, shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit's boundaries. The foregoing is intended to establish the property or casualty insurance responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

B. **Workers' Compensation.** As shall be required to meet the requirements of the law.

C. **Public Liability.** Public liability insurance shall be purchased in such amounts and with such coverage as shall, from time to time, be required by the Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverage, and cross liability endorsements to cover liability of the Unit Owners as a group to a single Unit Owner.

D. **Cross-Liability Endorsements.** All liability insurance shall contain cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

8.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a Common Expense.

8.5 Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive the proceeds as they are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgages in the following shares:

A. **Common Elements.** Proceeds on account of damage to Common Elements - that undivided share for each Unit Owner and his mortgagee, if any, which is set forth as the Unit Owner's share as stated in this Declaration.

B. **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) Partial destruction when the Unit is to be restored - for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit.

(ii) Total destruction of a Unit, or where the Unit is not to be restored - for all Unit Owners, the share of each being that share equal to an amount which the last annual valuation of each Unit in accordance with subparagraph 8.3(A) hereof, bears to the total valuation of all such Units.

C. **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner as their respective interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

8.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners or the Association in the following manner:

A. **Reconstruction or Repair.** If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Unit Owners; all remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

B. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

8.7 Automatic Amendment.

It is the intent of this Article VIII that the requirements contained herein be automatically amended to conform to future statutory amendments to governing law.

**ARTICLE IX
RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE**

9.1 Damage to Condominium Property.

If any part of the Condominium Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

A. **Partial Destruction of Condominium Property** (which shall be deemed to mean destruction which does not render one-half (1/2) or more of the Units untenable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.

B. **Total Destruction of Condominium Property** (which shall be deemed to mean destruction which renders one-half (1/2) or more of the Units untenable) shall not be reconstructed or repaired

unless approved at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, seventy-five percent (75%) of the Unit Owners in this Condominium must vote in favor of such reconstruction or repair.

C. **Any Reconstruction or repair** shall be substantially the same as the original construction, including any changes required by the then applicable Florida Building Code and other applicable federal and state laws.

D. **Encroachments** upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Unit or structures were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Units or structures exist.

E. **Damage to One Unit.** If the damage is only to those parts of one (1) Unit for which the responsibility of replacement or repair is that of the Unit Owner, then the Unit Owner shall be responsible for supervising reconstruction and repair after casualty.

F. **Estimate of Costs.** Immediately after a casualty causing damage to property for which the Association has the responsibility of reconstructing and repairing, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

G. **Assessments.** Notwithstanding anything else herein to the contrary, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of costs of reconstruction and repairs are insufficient, special assessments and/or amendments to the annual budget shall be made by the Board of Directors against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damages to Common Elements shall be in proportion to the Owner's responsibility for maintenance, repair and replacement thereof detailed in Article V hereinbefore.

9.2 **Insurance Adjustments.** Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) Unit. Any deductible where loss or damage is restricted to a particular Unit shall be the responsibility of the Unit Owner.

9.3 **Condemnation.**

A. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taxing, and the Association's Board of Directors shall promptly prepare, execute, and record an amendment to the Declaration reflecting such reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a Common Element.

B. Except as provided in subsection A. above, if a part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability shall be reduced in proportion to the reduction in size of the Unit, and (2) the portion of Common Element interest votes, and Common Expense liability divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interest, votes, and liabilities.

C. If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

D. Reconstruction and repair in the event of condemnation shall be governed by the provisions of Article VIII of this Declaration.

ARTICLE X USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Property and to better protect the values of the condominium Units, the use of the condominium Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

10.1 Use and Occupancy of the Units; Prohibition of Ownership by Convicted Felon. Each of the Units shall be occupied only by a single family, its servants and guests, as residence and for other purpose. Any undivided interest in the Common Property is hereby declared to be appurtenant to each Unit and such undivided interest shall not be conveyed, devised, encumbered, or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument.

No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred, without first amending this Declaration as hereinabove provided to show the changes to be effected in the Units. No portion of a unit other than the entire unit may be rented.

Any instrument, whether a conveyance, mortgage, or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument. Any owner may freely convey an interest in a Unit together with an undivided interest in the Common Property subject to the provisions of this Declaration.

No Unit shall be owned, leased, sold to, or otherwise conveyed to and/or occupied by any individual previously convicted of a felony for a crime of theft, or of physical harm to others (battery, assault, rape, or murder), or who has been convicted as a sexual offender.

10.2 Business Activity. No Unit or Parcel shall be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any non-residential purpose, except as provided herein. The Board may, in its discretion, authorize use of a Unit for a home occupation, incidental to the primary residential use, provided such home occupation primarily involves administrative, artistic or professional activity. Any home occupation so approved may continue without further approval unless there is a significant change in the nature or scope of the activities involved.

10.3 Use of Common Elements. The Common Elements and any property in which the Association owns an interest shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment and use of the residents of the Condominium.

10.4 Nuisances Prohibited. No nuisances shall be allowed or permitted upon the Condominium property or any property in which the Association owns an interest, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property or any property in which the Association owns an interest by the residents thereof be allowed or permitted. The occupants and owners of the units shall not permit loud and objectionable noises to emanate from the premises. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed or permitted to accumulate nor any fire hazard allowed or permitted to exist. No Unit Owner shall make or permit any use of his Unit or make or permit any use of the Common Elements or any property in which the Association owns an interest which will increase the cost of insurance of the property.

10.5 Lawful Use. No immoral, improper, offensive, hazardous or unlawful use shall be made of a Unit or the Common Elements. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over, relating to any portion of the Condominium Property shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. The occupants and Unit Owners shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay their Unit's share of all Common Expenses.

No unit owner shall permit or suffer anything to be done or kept in his condominium unit which will increase insurance rates on any unit or on the common property. Owners shall not permit anything to be done or kept in their units that would increase the rate of insurance thereon or on the condominium as a whole. Owners shall not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

10.6 Governing Documents; Rules and Regulations. All Unit owners shall conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the common elements, including but not limited to, rules regarding parking on the common element parking areas, which may be adopted from time to time by the Condominium Association through its Board of Directors.

10.7 Prohibition on Subdivision. No Condominium Unit shall be divided or subdivided and no structural alterations or changes shall be made therein without the prior written consent of the Board of Directors of the Association.

10.8 Ingress and Egress. Each Unit owner shall have a perpetual easement for ingress and egress to and from his Unit over steps, terraces, lawns, walkways, driveways, and other common elements from and to the public or private roadways bounding the Condominium property, except as otherwise provided herein. No Unit owner or occupant shall in any way obstruct the common way of ingress and egress to the other Units or the common elements.

10.9 Railings. It is prohibited to hang garments, towels, rugs, and other such similar items as determined by the Board of Directors, from the windows or from any of the facades of the Condominium, which include all railings on the Property.

10.10 Lanais. Hanging, cleaning or beating garments, rugs, etc., from or on the windows, terraces, or facades of the building is prohibited. Lanai areas shall remain in a neat and tidy condition and shall not become cluttered or be used for storage. Upstairs occupants shall give reasonable notice to occupants underneath their unit before rinsing/washing balcony lanais.

10.11 Parking. It is prohibited for residents or their guests to park commercial vehicles, or trailers of a type used for hauling or moving, on the common property for any length of time in excess of time needed to load or unload furniture or other freight items. Extensions may only be obtained from the Board of Directors as special cases may warrant.

10.12 Exterior Electronic Appliances; Satellite Dishes. No Unit Owner, resident, or lessee shall install wiring for electrical or telephone installations nor shall he install any type of television antennae, machine, or air conditioning units, as well as any other type of appliance or structure, on the exterior of the building or that protrude through the walls or the roof of the building except as authorized by the Board of Directors.

Satellite dishes may be installed only within the enclosed balconies and/or Limited Common Elements of the Unit, and only upon approval by the Board of Directors and in conjunction with any State and Federal Law governing such installation, as may be amended from time to time.

10.13 Pets. The keeping of pets is a privilege not a right. Only Unit Owners and immediate family may keep dogs or cats as pets, with no other animals permitted to be kept within the Unit. No tenants, lessees, guests, invitees, or visitors shall be permitted to have pets. No pet shall be allowed outside the boundaries of a Unit unless said pet is leashed or contained in some manner. A Unit Owner may not have more than two (2) pets (dogs or cats) per Unit with the exception of visiting family members.

Permitted pets which are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event that a permitted pet has, in the sole and exclusive opinion of the Board of Directors, become a nuisance and/or an unreasonable disturbance, written notice will be given to the Unit Owner and the pet must be removed from the Condominium Property within three (3) days.

The Board of Directors have the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions to avoid undue hardship. The Unit Owner shall comply with all promulgated rules and regulations by the Board regarding pets.

10.14 Emergency Powers and Use Restrictions; Board Authority. In addition to Board authority granted by law and the governing documents, during and after a time of emergency as defined in the Bylaws, the Board shall have the following power and authority but not the duty or obligation:

- A. To determine after a casualty whether the Units can be safely occupied.
- B. To declare any portion of the Condominium Property unavailable for occupation by owners, tenants, or guests after casualty, including during the rebuilding process. The decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Unit Owners, tenants, or guests.
- C. To mitigate damage and take action to prevent the spread of fungus, mold, mildew, etc., by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insurance and/or replace those items). The Association shall secure payment for such action as a charge against the Unit.
- D. To remove a Unit Owner's personal property from the Unit and to store the property at an off-site facility. The Association shall secure payment for storage as a charge against the Unit.

E. To contract on behalf of Unit Owners for items for which the Unit Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Association shall secure payment for such contracts as a charge against the Unit.

F. Regardless of any other provision of this Declaration or the governing documents, to take action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium Property or Association Property as might be reasonable under the circumstances to protect the Condominium Property or Association Property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

G. To implement a disaster plan prior to, during, or after an impending casualty including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners. The foregoing power and authority notwithstanding, the Association and its Directors, Officers, agents, and assigns shall not be liable for failing to exercise said power and authority.

ARTICLE XI.

SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT

11.1 Compliance with Article. No unit owner may sell his Unit or any interest therein or lease his Unit by complying with the provisions of this Article.

11.2 Severance of Ownership. Any sale of a Unit must include the sale of the undivided interest in the common elements appurtenant to that unit, the interest of the seller in any units theretofore acquired by the governing Board, or the proceeds of the sale or lease thereof, and the interest of the seller in any other assets of the Association (hereinafter collectively referred to as appurtenant interests). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of except as part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as a part of a sale, transfer or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, or other instrument purporting to affect a unit or one or more appurtenant interests without including all such interests shall be deemed to include the interest or interests so omitted, it being the intention hereof to prevent any severance of combined ownership of units and their appurtenant interests.

11.3 Lease of Units. The purpose and object of this Article is to maintain a quiet, tranquil atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each Owner. Therefore, the lease Units by Owners shall be subject to the following provisions:

A. Approval by Board of Directors. Following approval by the Board of Directors, Units may be rented pursuant the guidelines set forth by the Board in this Declaration or the Bylaws, provided the occupancy is only by the tenant, his family, servants and guests, in accordance with Article X. The Unit Owner, and/or rental agent is responsible to enforce all rules, regulations, and policies of the Condominium relating to tenants, guests, and family members.

B. Leases. A Unit shall be rented for a minimum seven (7) night rental period. Prior to entering into a long term lease or rental of six (6) months or more, the Unit Owner shall notify the Board of Directors of such lease or rental and provide all information as requested by the Board. The minimum age of a tenant shall be twenty-five (25) years old.

C. Unit Owner Privileges. Unit Owners who rent or lease their Units waive their rights and privileges enjoyed as a resident Owner in favor of the renter or lessee, and may not use the common elements of THE COQUINA during the rental or lease period, except as a guest of their tenant or another Unit Owner. However, they still reserve the right to attend official Condominium Association meetings and exercise their right to vote.

D. Approval Procedure. Not later than fifteen (15) days before the first day of occupancy under a lease, written notice shall be given to the Board of Directors by the Unit Owner of intention to lease the Unit. The notice shall include the name and address of the proposed lessee and a correct and complete copy of the proposed lease agreement and any other proposed documents to be executed to effectuate the transaction. The Board may require such other and further information as it deems reasonably necessary. The Board must, within five (5) business days after receipt of all the information required above, either approve the lease or disapprove it for cause. In exercising its power of disapproval the Board must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the condominium and the purposes as set forth in this Declaration. If the Board fails or refuses within the allotted time to notify the Unit Owner of either approval or disapproval in writing, then the Board shall conclusively be presumed to have approved the lease of the Unit. If the Board disapproves the proposed lease, notice of disapproval shall promptly be sent in writing to the Unit Owner, and occupancy of the Unit by the proposed lessee shall not occur.

E. Unpaid Assessments. No Unit Owner may lease a Unit if delinquent in the payment of all assessments and any interest, late fees, costs and attorney's fees due at the time the written notification is made unless the Unit Owner agrees in writing to make rents due under such lease agreement payable directly to the Association until all delinquent assessments and any interest, late fees, costs and attorney's fees due are paid in full.

F. Sub-Tenant. No tenant may transfer the interest in the Unit they occupy. Only the tenant may occupy the Unit.

G. Prohibition of Tenancy to Certain Convicted Felon. No Unit shall be leased and/or occupied by any individual previously convicted of a felony for a crime of theft, or of physical harm to others (including but not limited to battery, assault, rape, or murder), or who has been convicted as a sexual offender.

11.4 Sale or Other Transfer of Unit. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units (other than leasing, as governed by Section 11.3 above) by any owner shall be subject to the following provisions:

A. Notice to Association. A Unit Owner intending to make a bona fide sale of his Unit shall give the Association of such intention in writing at least **thirty (30) days** prior to the proposed transfer (unless extenuating circumstances in the Board's determination resulted in submission less than thirty (30) days), together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The Association may charge a transfer fee not to exceed one hundred and fifty/100 dollars (\$150.00) or as permitted by law from time to time. The foregoing shall also apply as to any proposed transfers by gift, devise, inheritance, or any other conveyance not specifically described herein, except that any lease of the Unit shall be subject exclusively to Section 11.3 of this Declaration.

B. Approval by Association. Upon receipt of notice pursuant to Section 11.4.A., the Association shall have fifteen (15) days to either approve or disapprove the proposed transaction. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the

Amended and Restated Declaration of Condominium

The Coquina, A Condominium

protection, preservation, and proper operation of the condominium and the purposes as set forth in this Declaration. If the Association fails or refuses within the allotted time to notify the Unit Owner of either approval or disapproval in writing, then the Association shall conclusively be presumed to have approved the transfer of the Unit. Any approval shall be in writing and executed by a member of the Board of Directors, or its authorized representative.

No Unit Owner may dispose of a Unit or any interest in the Unit by sale, gift, devise, inheritance, or any other such conveyance specifically described herein, without approval of the Association.

C. Exception to Approval Requirement. The foregoing provisions of this Section 11.4 shall not apply to a transfer to an institutional mortgagee obtaining title through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

D. Association Expense. No expense of a transfer or sale of a Unit shall be at the expense of the Association.

E. Prohibition of Transfer to Certain Convicted Felons. No Unit shall be owned, sold to, or otherwise conveyed to and/or occupied by any individual previously convicted of a felony for a crime of theft, or of physical harm to others (including but not limited to battery, assault, rape, or murder), or who has been convicted as a sexual offender.

ARTICLE XII.

AMENDMENTS OF DECLARATION

12.1 Proposal. An amendment to this Declaration may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by a Director or a Unit Owner. If twenty-five percent (25%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within one hundred twenty (120) days of delivery of the petition to the Board.

12.2 Approval. This Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the Units in this Condominium, which vote shall be conducted at a duly called membership meeting. However, the affirmative vote of one-hundred percent (100%) of the Unit Owners shall be required to amend the percentages of the Common Elements, Common Expenses and the Common Surplus as provided in Article IV and the voting rights for Unit Owners under Article VII may be amended only upon unanimous votes of all Units.

ARTICLE XV of this Declaration (dealing with termination of the Condominium) may not be amended except upon written approval of all record owners of units in the Condominium and all record owners of liens or mortgages on the Condominium property.

12.3 Execution and Recording. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of St. Johns County, Florida.

ARTICLE XIII.

BYLAWS

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

ARTICLE XIV.

Amended and Restated Declaration of Condominium

The Coquina, A Condominium

REMEDIES FOR VIOLATIONS

14.1 Negligence. A Unit Owner shall be liable for any damage, liability, cost, expense, maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their contractors, guests, invitees, employees, agents or tenants.

14.2 Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws and Rules adopted by the Board of Directors. Failure of a Unit Owner to comply therewith shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. The Association shall arbitrate prior to litigation in such instances and manner as required by state law.

14.3 Costs and Attorneys' Fees. In any proceeding arising out of an alleged failure or refusal of a person or Unit Owner to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable arbitration, mediation, pre-litigation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

14.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14.5 Enforcement of Maintenance. In the event the Owner of a Unit fails or refuses to properly maintain the Unit as required in Article 5 above, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The prevailing party in such an action shall be entitled to recover court costs and their reasonable attorneys' fees.

**ARTICLE XV.
TERMINATION OF CONDOMINIUM**

The Condominium may be terminated in the following manner:

- A) If it is determined in the manner hereinbefore provided that a building or buildings containing Condominium units shall not be repaired or reconstructed because of damage or destruction, the Condominium will be terminated without agreement.
- B) The Condominium may be terminated at any time upon written approval of all record owners or units in the Condominium property. Said approval shall be delivered to the Secretary of the Association by each such owner, lienor or mortgagee, and the Association shall then prepare, execute with the formalities required for a deed, and cause to be recorded in the Public Records of St. Johns County, Florida, a document terminating the Condominium, together with a certificate executed by the officers of the Association certifying that unanimous consent of all such owners, lienors and mortgagees has been received by it in accordance with the terms of this Declaration. The termination shall become effective when said document and certificate have been so recorded.
- C) The Board of Directors of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association, and all obligation incurred by the Association in connection with the management and operation of the property up to and including the time when

distribution is made to the unit owners, shall be paid out of the proceeds of said sale, acquisition price of the respective units bear to the aggregate sales price for all condominium units, together with the common elements appurtenant thereto, which comprise THE CONGRESSIONAL.

- D) Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority and, upon such payment being made all mortgages and liens shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Directors of the Association shall proceed to liquidate and dissolve the Corporation, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

**ARTICLE XVI.
MISCELLANEOUS**

16.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

16.2 Binding Effect. All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked.

16.3 Applicable Statutes. The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

16.4 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the condominium documents shall take priority in the following order: this Declaration of Condominium, Articles of Incorporation, Association Bylaws and then the Association Rules and Regulations, all as amended from time to time.

16.5 Headings and Capitalization. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

16.6 Interpretation. The provisions of this Declaration shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and providing for the same. The terms of this Declaration, Articles of Incorporation, Bylaws and Rules shall not be construed in favor of or against the Association or a Unit Owner in the event of arbitration or litigation.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

T.C. MANAGEMENT - THE COQUINA, INC.

Witnesses:

Gwen Joyce
Signature

By: Allen Lastinger
Allen Lastinger
President

Gwen Joyce
Printed Name

Gwen Joyce
Signature

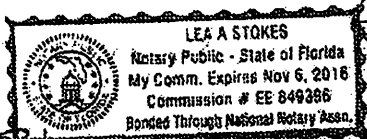
By: Deanna Carpenter
Deanna Carpenter
Secretary

Gwen Joyce
Printed Name

STATE OF FLORIDA
COUNTY OF Alachua / St. Johns

I hereby acknowledge that on this 28 day of September, 2013, before me personally appeared Allen Lastinger, President of T.C. Management - The Coquina, Inc., known to be the individuals described in and who executed the foregoing instrument and who acknowledged before me that they executed the same and that they did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 28 day of September, 2013.

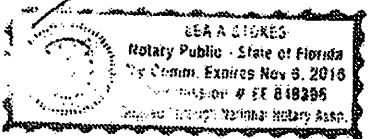


Lea A Stokes
Notary Public, State of Florida
At Large

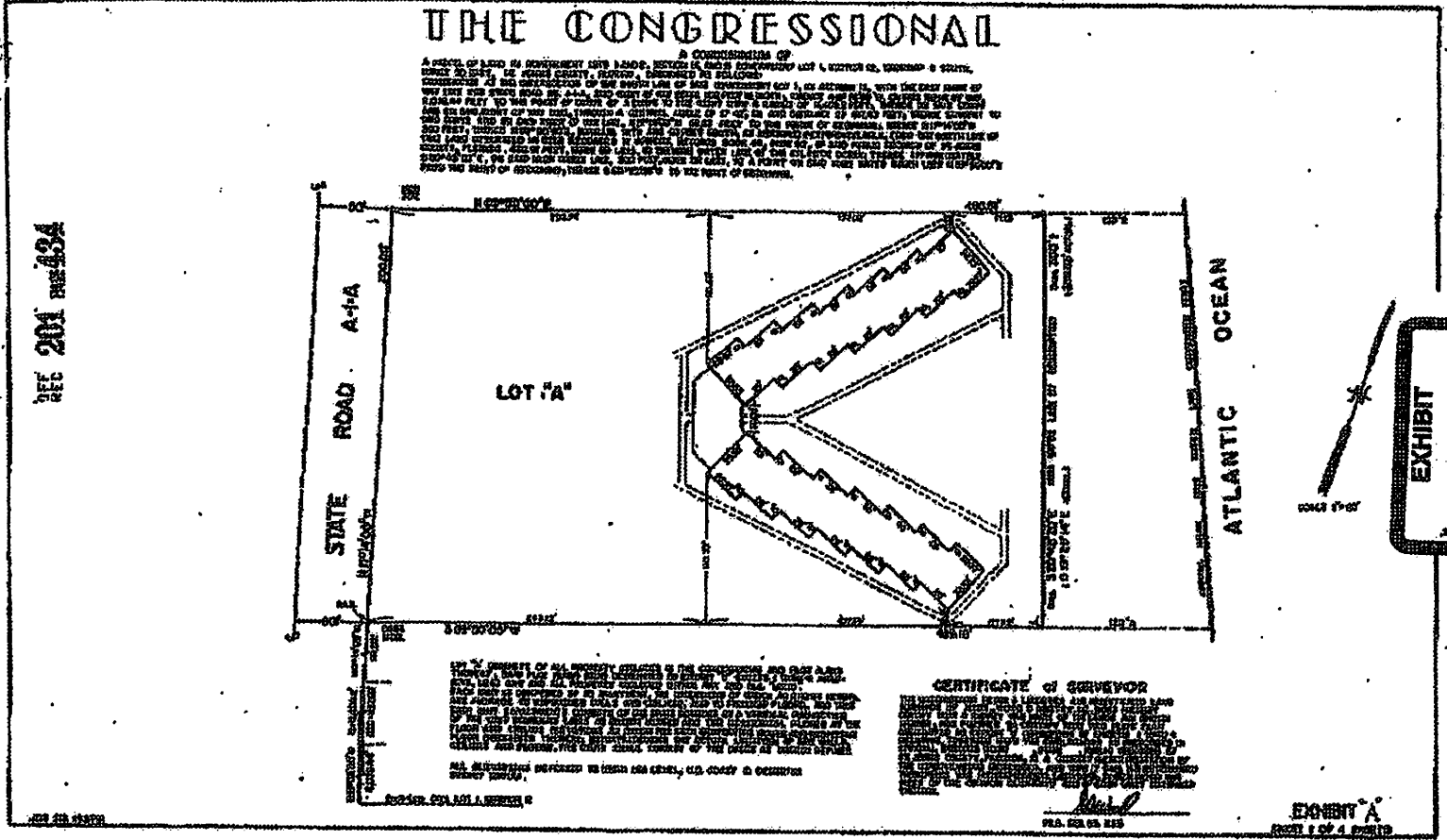
STATE OF FLORIDA
COUNTY OF St. Johns

I hereby acknowledge that on this 28 day of September, 2013, before me personally appeared Deanna Carpenter, Secretary of T.C. Management - The Coquina, Inc., known to be the individuals described in and who executed the foregoing instrument and who acknowledged before me that they executed the same and that they did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 28 day of September, 2013.



Lea A Stokes
Notary Public, State of Florida
At Large

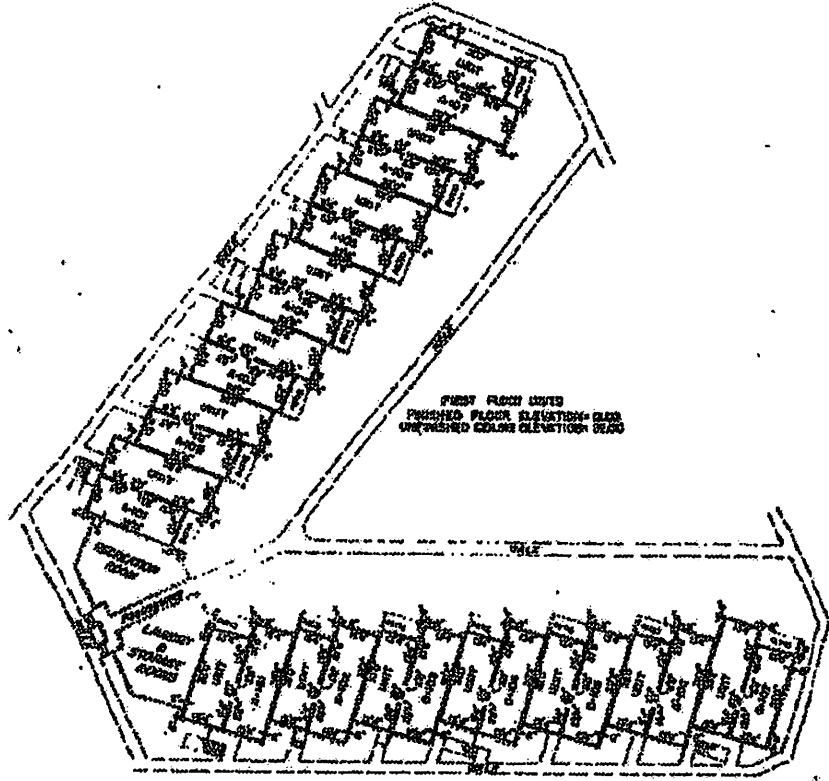


SEE 201 PAGE 434

EXHIBIT A
PAGE 1 OF 4 SHEETS

THE CONGRESSIONAL

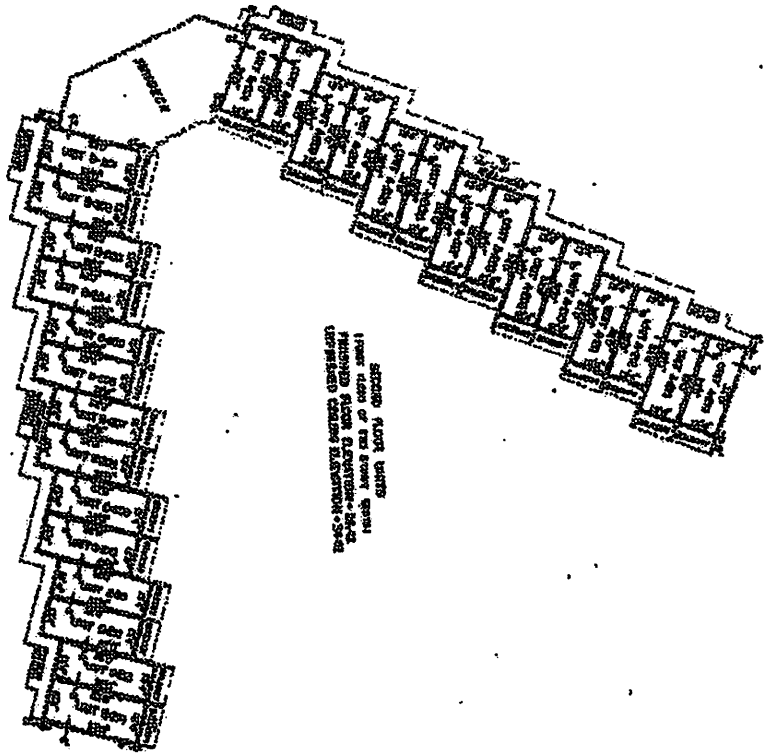
REC 201 FILE 485



SCALE 1/8" = 1'-0"
EXHIBIT "A"
FIRST FLOOR PLAN

REF REC 201 436

THE CONGRESSIONAL



SECTION FLOOR PLAN
FROM PLAN OF THE HOUSE
REPRESENTATIVE CHAMBER
APPROVED BY THE ARCHITECT
1854

EXHIBIT A
1854

