

Prepared by and return to:
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AMENDED AND RESTATED
ARTICLES OF INCORPORATION

T.C. MANAGEMENT – THE COQUINA, INC.,
a not-for profit Florida corporation

WHEREAS, the original Articles of Incorporation of T.C. Management – The Coquina, Inc. were filed with the Florida Department of State on September 8, 1971, and

WHEREAS, these amended and restated articles of incorporation contain amendments to all the articles, and

WHEREAS, a necessary vote of the membership was obtained on January 13, 2013 and that said vote was sufficient in which to amend the articles of incorporation.

NOW THEREFORE, the membership of T.C. MANAGEMENT – THE COQUINA, INC., a Corporation Not for Profit under the laws of the State of Florida, does hereby adopt as amendments to and a restatement of its Articles of Incorporation:

ARTICLE I.
NAME AND PRINCIPAL OFFICE

The name of this corporation is: T.C. MANAGEMENT – THE COQUINA, INC., (herein, the "Association"). The principal office and street address of the Association shall be 7900 A1A South, St. Augustine, Florida 32080. The Association's Board of Directors may change the principal office and street address of the Association from time to time as it determines to be in the interests of the Association. The original Articles of Incorporation of the Association were filed with the Department of State on September 8, 1971, at Official Records Book 201, Page 438. 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.

ARTICLE II.
PURPOSES

2.1 GENERAL PURPOSE. The purpose of the Association is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act") for the operation and management of the affairs and property of the Condominium.

2.2 PRIMARY PURPOSES. The primary purposes for which the Association is formed are to provide for the maintenance, preservation, and architectural control of the residences, lots and common areas within that certain tract of real property known as THE COQUINA (herein, the "Condominium"), and to promote the health, safety, and welfare of the owners and residents within the Condominium and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

ARTICLE III.
POWERS

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3.1 GENERAL POWERS. The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes); the Florida Condominium Act (Chapter 718, Florida Statutes); the Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions and Easements of The Coquina, A Condominium (herein the "Declaration"); these Articles of Incorporation; and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles or by law.

3.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to the following:

A. To make and collect assessments against members as Unit Owners to defray the costs, expenses, and losses to the Condominium.

B. To create and amend budgets and to fix annual and special assessments to be levied against all Units located in the Condominium, which are subject to assessment pursuant to the Declaration of Condominium for the purpose of defraying common expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

C. To place liens against any Unit in the Condominium, for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

D. To hold funds solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

E. To maintain, repair, replace, and operation the Condominium property.

F. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit Owners.

G. To reconstruct improvements after casualty and the further improvement of the property.

H. To make and amend reasonable regulations respecting the use of the property in the Condominium.

I. To approve or disapprove the leasing, transfer, mortgage, and ownership of Units as provided by the Declaration and the Bylaws of the Association.

J. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws of the Association, and the Regulations for the use of the property in the Condominium.

K. To contract for the management of the Condominium and to delegate to such contractor and manager all powers and duties of the Association, except such as are specifically required by the Declaration to have approval by the Board of Directors or the membership of the Association.

L. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

M. To provide utility services to and to maintain the common elements of the Condominium including lawns, grounds, roads, and walkways, to maintain and paint outside walls or units of members, to provide garbage and trash removal for the Condominium and all units thereof.

N. To employ personnel to perform the services required for proper operation of the Condominium.

O. In general, to have all powers which are or may be conferred upon a corporation Not for Profit by the laws of the State of Florida, except as prohibited herein.

3.3 POWER TO PURCHASE. The Association shall have the power to purchase a Unit in the Condominium and to hold, lease, mortgage, and convey the same.

3.4 FUNDS AND TITLE. All funds and the titles to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

**ARTICLE IV.
MEMBERS**

4.1 MEMBERSHIP. 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. If a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

4.2 CHANGE OF MEMBERSHIP. 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.

**ARTICLE V.
VOTING RIGHTS**

Each Owner of a Unit in the Condominium shall be entitled to one (1) vote. If a Unit Owner owns more than one (1) Unit, he or she shall be entitled to one (1) vote for each Unit owned. The vote of a Condominium Unit shall not be divisible. A majority of the Unit Owners' total votes shall decide any question, unless state law, the Declaration, these Articles of Incorporation or the Bylaws of the Association provide otherwise. A Unit Owners' voting rights may be suspended by law where allowable, and where otherwise noted in the Declaration and the Bylaws.

**ARTICLE VI.
INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its members, except as compensation for services rendered to the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

**ARTICLE VII.
TERM**

The term for which the Association is to exist shall be perpetual, unless dissolved according to law.

**ARTICLE VIII.
BOARD OF DIRECTORS**

5.1 DIRECTORS. The affairs and operation of the Association shall be managed by a governing board called the Board of Directors, consisting of the number of directors as fixed by the Bylaws. At no time may there be less than five (5) directors. Directors must be members of the Association.

5.2 ELECTION OF DIRECTORS. The directors of the Association shall be elected at the annual meeting of the members in the manner specified in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the Bylaws.

5.3 OFFICERS. The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors.

**ARTICLE IX.
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE X.
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

10.1 PROPOSAL AND NOTICE. An amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. Notice of the subject matter of a proposed amendment shall be included in or with the notice of any membership meeting at which the proposed amendment is to be considered.

10.2 APPROVAL. A proposed amendment must be approved by not less two thirds (2/3) of the entire membership of the Board of Directors and not less than two thirds (2/3) of the members, appearing in person or by proxy, at a meeting of the members at which a quorum is present.

10.3 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and

recording a copy along with a Certificate of Amendment in the Public Records of St. Johns County, Florida.

**ARTICLE XI
INDEMNIFICATION**

11.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

11.2 EXPENSES. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

11.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

11.4 MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 INSURANCE. The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

T.C. MANAGEMENT - THE COQUINA, INC.

Witnesses:

Gwen Joyce
Signature

By:

Allen Lastinger
Signature

Allen Lastinger
President

Gwen Joyce
Printed Name

Gwen Joyce
Signature

By:

Deanna Carpenter
Signature

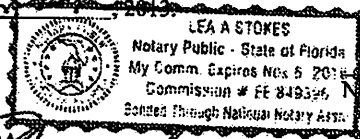
Deanna Carpenter
Secretary

Gwen Joyce
Printed Name

STATE OF FLORIDA
COUNTY OF Dade

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
Signature

Notary Public, State of Florida
At Large

STATE OF FLORIDA
COUNTY OF Dade

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
Signature

Notary Public, State of Florida
At Large