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AMENDED AND RESTATED

BYLAWS

**TC. MANAGEMENT – THE COQUINA, INC.
a not-for-profit Florida Corporation**

**ARTICLE I.
NAME**

These are the Amended and Restated Bylaws of TC MANAGEMENT – THE COQUINA, INC. (herein, the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of operating and managing the affairs and property of THE COQUINA (herein, "the Condominium") located in St. Johns County, Florida. The Association shall also operate and administer the Condominium and carry out the functions and duties as set forth in the Amended and Restated Declaration of Condominium. 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.

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 7900 A1A South, St. Augustine, Florida 32080. The Board of Directors of the Association may change the location or address of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1971). Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association.

1.3 UNIT OWNERS. Each owner of a unit of the Condominium as defined in the Amended and Restated Declaration of Condominium, Restrictions, Reservations, Covenants, Conditions and Easements of The Coquina, A Condominium (herein the "Declaration"), shall be a member of the Association. Hereafter any reference to owners or members shall mean owners of units.

**ARTICLE II.
DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration or by the Condominium Act, the Association's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

**ARTICLE III.
MEMBERS**

3.1 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.

3.2 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.

3.3 VOTING RIGHTS. Each 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 cast at a membership meeting at which a quorum is present shall decide any question, unless the Declaration, the Articles of Incorporation or these 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 Articles of Incorporation.

ARTICLE IV. MEMBERS' MEETINGS

4.1 ANNUAL MEETING. The annual members' meeting shall be held on the first Sunday of December, at a place and time to be determined by the Board of Directors, for the purpose of election directors, and the transaction of any other business authorized to be transacted by the owners'; provided, however, that if said date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

Provided, however, that the Board of Directors shall be entitled to schedule the annual meeting at a different date, no more than twenty (20) days before or after the first Sunday of November of each year, should the Board determine by a majority vote that a different date is required due to scheduling conflicts, unavailability, and/or any other extenuating circumstance as determined by the Board.

4.2 SPECIAL MEETINGS. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from at least one-half (1/2) of the voting interests of the Association. The business conducted at a special membership meeting shall be limited to the matters identified on the meeting's published agenda.

4.3 NOTICE OF MEETING. Notice of a meeting of members shall state the date, time, place and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the condominium property not less than fourteen (14) continuous days before the membership meeting. The notice of any members' meeting shall be sent by mail, hand-delivery or facsimile to each unit owner unless the unit owner waives in writing the right to receive notice of the meeting. The notice may be sent to a unit owner by email if the owner consents to such transmission. The delivery or mailing shall be to the address of the member as it appears on the Association's official roster of members. Each member bears the responsibility of promptly notifying the Association of any change of address. The posting and providing of the notice shall occur not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit of the person providing the notice where required by law.

4.4 WAIVER OF NOTICE. Notice of specific meetings may be waived before or after the meeting. The attendance of any member at an Association meeting shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.5 ELECTRONIC TRANSMISSION. Notice of meetings of the Board of Directors, members' meetings (except owner meetings to recall Directors), and committee meetings may be given by electronic transmission to those unit owners who consent to receive notice by electronic transmission. Also, in lieu of or in addition to the physical posting of notice of any meeting on the Condominium property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 QUORUM AND VOTING. A quorum at members' meetings shall consist of persons entitled to cast not less than a majority of the total votes of the entire membership. The acts approved by a majority of the votes present (in person or by proxy) at a members' meeting at which a quorum is attained shall be binding upon all members for all purposes, except where otherwise provided by law, the Declaration of Condominium, the Articles, or these Bylaws.

4.7 PROXIES. Votes may be cast at a membership meeting in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

4.8 LIMITED PROXIES. Except as specifically otherwise provided in this Article 4.8, unit owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration of Condominium, the Articles of Incorporation, or these Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive matters or changes to items for which a limited proxy is required and given. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

4.9 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- A. Election of chairman of the meeting.
- B. Calling of the roll and certifying proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and approval, disapproval, or correction of any unapproved minutes.
- E. Reports of officers.
- F. Reports of committees.
- G. Election of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson of the meeting.

4.10 ADJOURNED MEETINGS. The members who are present, either in person or by proxy, may adjourn any membership meeting from time to time as they deem appropriate, including when a quorum cannot be obtained. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the owners if the date, time and place of the meeting are announced prior to the adjournment of the meeting. If business will be transacted at the adjourned meeting that was not in the original agenda, the Association must re-notice the meeting as required by Article 4.3 hereof.

4.11 MINUTES OF MEMBERSHIP MEETINGS. The minutes of all meetings of unit owners shall be kept available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Florida Condominium Act. Minutes for each meeting must be reduced to written form within a reasonable time after the meeting date.

4.12 ACTION WITHOUT A MEETING BY WRITTEN AGREEMENT. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Association Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4.13 PRESIDING OFFICER. The chairperson at all members' meetings shall be the President, any person designated by the President or the Vice President should the President be absent from the meeting and fail to appoint a designee. In the absence of the President, the President's designee or the Vice President, the members present may designate any other person to preside as chairperson of the meeting.

**ARTICLE V.
BOARD OF DIRECTORS**

5.1 NUMBER AND TENURE. The affairs of the Association shall be governed by a Board of Directors. The Board shall consist of five (5) Directors, as provided herein.

5.2 DIRECTOR QUALIFICATIONS. Every Director must be a member, the spouse of a member, an officer of a corporate owner, a general partner of a partnership, grantor or a beneficiary of a unit held in trust. A person who is delinquent in payment of any fee, fine, or special or regular assessment is not eligible for Board membership, and a delinquency by an officer and/or director for any monetary obligations to the Association over ninety (90) days shall be considered abandoning his or her position and grounds for removal from office by majority vote of the Board. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of the election is not eligible to serve as a director. Any person who has been suspended or removed from serving as a director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a director.

5.3 TERM OF OFFICE. The Board of Directors shall be elected to staggered terms of two (2) years each. The Association shall elect three (3) Directors in odd numbered years and two (2) Directors in even numbered years. The elected Directors shall take office effective as of the date of the election or as otherwise provided. If vacancies result by reason of other than expiration of a regular term, a majority of the remaining Directors shall appoint a successor who shall hold office for the remainder of that term.

5.4 ELECTION OF DIRECTORS. The election of Directors shall be held at the annual membership meeting, in the manner provided by law and as follows:

A. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than 8-½ inches by 11 inches. The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all unit owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

B. Additional written ballots will be available for use by those owners attending the meeting in person. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance, but no unit owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

C. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot cast in the manner required by the Condominium Act. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-

cumulative. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by lot, such as the flipping of a coin by a neutral third party or the drawing of straws. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual members' meeting. Any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director.

D. There shall be no quorum requirement for an election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election. There shall be no nominations from the floor on the date of the election.

5.6 ORGANIZATIONAL MEETING. The organizational meeting of newly-elected Board of Directors shall be held following the annual meeting to elect the officers. During the meeting of the newly-elected Board of Directors, the date of the next Board meeting shall be set and no further notice of the organization meeting shall be necessary.

5.7 REGULAR MEETINGS; NOTICE. Regular meetings of the Board of Directors shall be held at such dates, times and places as shall be determined by a majority of the Board; provided, however, that at least four (4) such meetings shall be held during the calendar year. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, and except for any meeting by the Board to discuss personnel matters, meetings of the Board of Directors shall be open to all unit owners who may participate in accordance with the written policy established by the Board of Directors. Notice of all regular Board meetings shall be given to each director and each owner, by mail or by e-mail, three (3) days prior to the date stated for such meeting. Board meetings will also be posted on the office door three (3) days prior to the meeting with the date, time, place, and tentative agenda. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any Board meeting at which a special nonemergency assessment, or at which amendment to rules regarding unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the unit owners not less than fourteen (14) continuous days prior to the meeting and posted at the designated location on the Condominium property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice, and filed among the official records of the Association.

5.8 SPECIAL MEETINGS. Special meetings of the Board of Directors must be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than forty eight (48) hours notice of the meeting shall be given personally by mail, e-mail, or telephone, and posted on the Association's office door. Notice shall state the time, place, and general purpose of the meeting.

5.9 OWNER ATTENDANCE. Unit Owners shall have the right to attend the meetings of the Board of Directors with reference to designated agenda items, but the right to vote shall be limited to the directors. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation.

5.10 WAIVER OF NOTICE. Any director may waive notice of a meeting before, during, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

5.11 QUORUM. Except as otherwise provided in this Article, a quorum at meetings of the Board shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles, these Bylaws, or by Florida law.

5.12 ADJOURNED MEETINGS. The majority of those Directors present at a Board meeting may adjourn the meeting from time to time, provided notice of such newly scheduled meeting is given as required hereunder. At any newly-scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.13 JOINDER IN MEETING BY APPROVAL OF MINUTES. The subsequent joinder of an absent Director in the action of a Board meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; provided, however, the joinder of a Director as aforesaid shall not be used for the purposes of creating a quorum.

5.14 PRESIDING OFFICER. The presiding officer at Board of Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the President, the Vice-President shall preside. In the absence of both the President and Vice-President, the Secretary shall preside.

5.15 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Board of Directors' meetings shall be:

- A. Calling of the roll.
- B. Proof of due notice or waiver of notice of the meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Election of officers.
- E. Unfinished business.
- F. New business.
- G. Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer of the meeting.

5.16 MINUTES OF BOARD MEETINGS. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act. Minutes for all membership meetings must be reduced to written form within a reasonable time after the meeting.

5.17 FEES. Fees of Directors, if any, shall be determined by the owners.

5.18 SUSPENSION. Failure to comply with any of the above referenced requirements or options will result in temporary suspension of such director. The vacancy will then be filled by a temporary director appointed to the Board. If the deficiency is not remedied within thirty (30) days after notice, the director shall be removed by a vote of the other directors and the temporary director shall become permanent for the remainder of the term.

**ARTICLE VI.
POWERS AND DUTIES OF BOARD**

All of the powers and duties of the Association existing under the Condominium Act, Declaration, Article of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such is specifically required. Management shall take direction and instruction from the Board of Directors. These powers and duties of the Board of Directors shall include without limitation the following:

- A. Inspecting, operating, maintaining, repairing and replacing the common elements and Association real and personal property.
- B. Determining the common expenses required for the operation of the Association and the Condominium.
- C. Collecting the assessments for expenses from unit owners.
- D. Adopting and amending rules and regulations concerning the operation and use of the common elements, Condominium property, and the Condominium units.
- E. Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.
- F. Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times.
- G. Purchasing, leasing, mortgaging or otherwise acquiring units or other property in the name of the Association, or its designee.
- H. Selling, leasing, mortgaging or otherwise dealing with units acquired, and subleasing units leased, by the Association, or its designee.
- I. Obtaining and reviewing insurance.
- J. The issuance of parking places, which may include the lease of any parking space for the exclusive use by a unit owner as permitted by Section 718.114(4), Florida Statutes.
- K. Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- L. Contracting for the management and maintenance of the Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and regulations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

M. Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;

N. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

O. Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;

P. Acquisition or entry into contracts for the acquisition of leaseholds, memberships, or other possessory or use interests in lands and facilities, including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the condominium property or not, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. If such acquisition is authorized by a supplement to these Bylaws, duly recorded, the fees, costs and expenses of acquiring, maintaining, operating, repairing, and replacing the property so acquired shall be treated as a common expense; if not so authorized such fees, costs and expenses shall be treated as limited common expenses and shall be assessed against such unit owners as have agreed to assume the same in proportion to their respective interest in the common elements, or in such other proportion as may unanimously have been agreed upon.

Q. Exercising: (i) all powers specifically set forth in the Declaration of Condominium, the Articles, these Bylaws and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers granted by Chapters 617 and 718, Florida Statutes, by statute or other law to a Florida corporation not for profit.

ARTICLE VII. EMERGENCY BOARD POWERS

In the event of any "emergency" as defined in Article VII G below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

A. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

B. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

C. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

D. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

E. Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.

F. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

G. For purposes of this Article only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) A state of emergency declared by local civil or law enforcement authorities;
- (2) A hurricane watch or warning;
- (3) A partial or complete evacuation order;
- (4) Federal or state "disaster area" status; or
- (5) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

ARTICLE VIII OFFICERS

8.1 EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, Vice-President, Treasurer, and Secretary. All officers shall be elected by the Board of Directors. All officers may be peremptorily removed at any properly noticed Board meeting by concurrence of a majority of all of the Directors. Any person may hold two or more offices except that the President shall not also be the Vice President, Secretary or an assistant Secretary. All executive officers must be members, spouses of members of the Association or persons exercising the membership rights of a unit owner which is not a natural person. The Board of Directors from time to time shall elect such

other assistant officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

8.2 PRESIDENT. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association. The President must be a member of the Board of Directors. The President shall preside at all Board meetings and membership meetings and shall sign all documents and instruments on behalf of the Association. The President shall have supervisory authority over the affairs of the Association and the other officers, and the powers to appoint committees.

8.3 VICE-PRESIDENT. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the Board of Directors or the President.

8.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the members. Minutes of the meetings of the Board of Directors and owners must be sent to all owners no later than thirty (30) days after the meeting. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board of Directors or the President.

8.5 TREASURER. The Treasurer shall have custody of all funds of the Association, including money, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board of Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

8.6 DELEGATION OF FUNCTIONS AND REIMBURSEMENT. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions. Upon request, the Association may reimburse a Director or officer for reasonable expenses incurred on behalf of the Association.

ARTICLE IX. COMMITTEES

9.1 APPOINTMENT AND REMOVAL. In addition to the authority of the President, the Board of Directors may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee members.

9.2 NOTICE. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association's budget, shall conduct their affairs in the same manner as provided in these Bylaws and by law for the Board of Directors. All other committees

may meet and conduct their affairs according to rules which the committees shall duly adopt. Notwithstanding any other law or documentary provision, the requirement that certain committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, or meetings by the committee discussing personnel matters.

9.3 TERM OF OFFICE. Each member of a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the member be removed from the committee, the member resigns, or unless such member shall cease to qualify as a member thereof.

9.4 QUORUM. Unless otherwise provided in the resolutions of the Board of Directors designating the committee, a committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting at which a quorum is present shall be the act of the committee.

9.5 SCOPE AND RULES. Each committee shall abide by the scope and stated purpose of the committee as defined by the Board of Directors, and may adopt rules for its operation not inconsistent with these Bylaws and with rules adopted by the Board of Directors.

9.6 REPORTS AND ACTION. Every committee shall report its findings directly to the Board of Directors. A committee may not take action on behalf of the Association and the Board of Directors unless the Board adopts a written resolution specifically empowering the committee to take such action.

9.7 CANDIDATE SEARCH COMMITTEE. A Director candidate search committee composed of not less than three (3) members may be appointed by the Board of Directors not less than ninety (90) days prior to the annual membership meeting. The purpose of the committee shall be to seek out qualified Director candidates and encourage those persons to nominate themselves as a Director candidate, as more fully detailed in Article 5 hereof. The candidate search committee shall in no event nominate or recommend a specific candidate to run for a Director position, but shall generally recruit and encourage eligible persons to nominate themselves as Director candidates.

9.8 OTHER COMMITTEES AND CHAIRPERSON. The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint and remove committee members, and designate the chairpersons of each committee. One member of each committee shall be appointed the chair of the committee.

9.9 VACANCIES. Vacancy in the members of any committee may be filled by the Board of Directors or President, as applicable, in the same manner as provided in the case of original appointments.

ARTICLE X. COMPENSATION

The compensation of all employees of the Association shall be fixed by the Board of Directors. The provisions that there shall be no Officer or Directors' fees shall not preclude the Board from employing an Officer or Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

**ARTICLE XI
RESIGNATIONS**

Any Director, officer or committee member may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any Director, officer or committee member shall constitute an automatic resignation of such Director or officer without need for a written resignation.

**ARTICLE XII
FISCAL MATTERS**

The provisions for fiscal management of the Association set forth in the Declaration, Articles of Incorporation, and the Condominium Act shall be supplemented by the following provisions:

12.1 ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

A. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, or to additional improvements. The balance in this fund at the end of each year (exclusive of reserves), shall be applied to reduce the assessments for current expenses for the succeeding year.

B. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

C. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

12.2 ANNUAL BUDGET. The Board of Directors shall adopt a budget of common expenses for administration, operation and maintenance of the condominium property by the Association. Copies of the proposed annual budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered and adopted, shall be mailed to or served on the owners of each unit not less than fourteen (14) days before the Board meeting at which the budget will be considered. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

12.3 STATUTORY RESERVES. In addition to annual operating expenses, the budget(s) shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the members of the Association have determined, by a majority vote of those

present at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of those present at a duly called meeting of the Association.

12.4 OTHER RESERVES. The Board may establish one or more non-statutory reserve accounts for general deferred maintenance and capital expenditures. The amounts proposed to be so reserved shall be included in the proposed annual budget(s).

12.5 ASSESSMENTS; INSTALLMENTS. Funds for the payment of the common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses as provided in the various Declaration of Condominium. Regular annual assessments based on an adopted budget shall be payable in monthly installments in advance on the first (1st) day of each month.

12.6 SPECIAL ASSESSMENTS. Special assessments may be levied by the Board of Directors as necessary to conduct the affairs of the Association. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Articles 5.7 or 5.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected pursuant to a special assessment must be spent only for the stated purpose(s).

12.7 ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses in emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the owners of units concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the owners of units concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require such notice of assessment.

12.8 ACCELERATION OF ASSESSMENTS. 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.

12.9 DEPOSITORY. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors.

12.10 AUDIT. An audit of the accounts of the Association shall be made annually by an audit committee appointed by the President of the Association, and a copy of the audit report shall be furnished to each member not later than April 1st of the following year for which the audit is made. This committee may incur fees for professional assistance as may be requested by the committee and then authorized by the Board of Directors.

12.11 FIDELITY BONDS. The Association may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for assessments, insurance proceeds, or

any other funds relating to the Condominium. The premiums on such bonds shall constitute a common expense.

12.12 FISCAL YEAR. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a resolution establishing a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

**ARTICLE XIII.
NEPOTISM**

POLICY ON NEPOTISM AND CONFLICT OF INTEREST. The Coquina operates under a no nepotism rule. A manager shall not hire a relative to work at The Coquina or hire a firm that employs a relative or relatives of the manager.

Additionally, The Coquina will not hire an owner or owners' relative to be the manager due to conflict of interest.

**ARTICLE XIV.
ROSTER OF UNIT OWNERS**

Each unit owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership of a Condominium unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Each owner shall provide and maintain with the Association the owner's current mailing address, unit identification, voting certifications, and telephone numbers. Each unit owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses and other information by unit owners who consent to receive notice by electronic transmission. The electronic mailing transmission addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from the Association's records when consent to receive notice by electronic transmission is revoked by the owner. However, the Association is not liable for an erroneous disclosure of the electronic mailing address or the number for receiving electronic transmission of notices. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

**ARTICLE XV.
AMENDMENTS**

These Bylaws may be amended in the following manner:

15.1 PROPOSAL AND NOTICE. An amendment to these Bylaws may be proposed either by a majority of the Board of Directors or by not less than ten percent (10%) 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 the membership meeting at which a proposed amendment is to be considered.

15.2 APPROVAL. Except as such otherwise provided, approvals of amendments to these Bylaws must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors appearing in person or by proxy, and by not less than two-thirds (2/3) of the votes of the entire membership of the Association appearing in person by proxy, at a properly noticed membership meeting.

15.3 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 Bylaws, 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. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of St. Johns County, Florida. The Certificate of Amendment must state the Book and Page at which the Declaration was recorded in the Public Records of St. Johns County, Florida.

**ARTICLE XVI.
RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, limited common elements, condominium property, Association property, the operation of the Association, and any other facilities or services made available by the Association. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each unit owner upon request, and shall be valid and enforceable notwithstanding whether recorded in the public records. A copy of the Rules and Regulations shall from time to time be posted in a conspicuous place on the condominium property. However, failure to post the rules on the condominium property shall not invalidate an otherwise lawfully adopted rule.

**ARTICLE XVII.
CONSTRUCTION AND CAPTIONS**

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

**ARTICLE XVIII.
MANDATORY ARBITRATION OF DISPUTES**

Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

**ARTICLE XIX.
DOCUMENT CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Condominium; (3) Articles of Incorporation; (4) Bylaws; and (5) Rules and Regulations.

**ARTICLE XX.
MISCELLANEOUS**

Notwithstanding anything herein contained or implied to the contrary, in the event any provision or time frame contained in these Bylaws conflict with a mandatory provision or time frame of the Florida Condominium Act or the Rules of the Division then such provision or time frame of the Bylaws shall be deemed automatically amended to comply with such mandatory provision or time frame.

T.C. MANAGEMENT – THE COQUINA, INC.

Witnesses:

Gwen Joyce
Signature

By:

Allen Lastinger
Allen Lastinger
President

Gwen Joyce
Printed Name

Gwen Joyce
Signature

By:

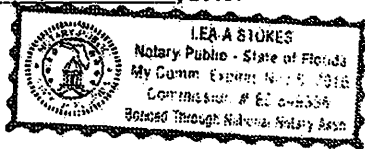
Deanna Carpenter
Deanna Carpenter
Secretary

Gwen Joyce
Printed Name

STATE OF FLORIDA
COUNTY OF 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.

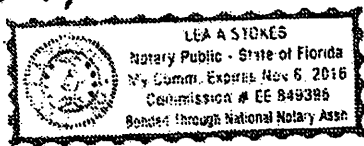


Lea A Stokes
Notary Public, State of Florida
At Large

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