

Inst: 282632 Date: 07/29/2009 Time: 12:24 PM LWELLS DC, Brent Thurmond, WAKULLA
County B: 801 P: 15 - 25

**BY-LAWS
OF
THE TARPINE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the Association shall be The Tarpine Homeowners Association, Inc., a Florida nonprofit corporation ("Association") located in Wakulla County, Florida.

**ARTICLE II
ASSOCIATION: MEMBERSHIP, MEETINGS OF MEMBERS, QUORUM, VOTING,
PROXIES**

2.1. **Membership.** The membership of the Association shall be made up of all Owners of "dwelling units" or "lots", not only of Tarpine, but also future units of Tarpine filed of record in Wakulla County, Florida.

2.2. **Membership Appurtenant to Ownership.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.3. **Place of Meeting.** Meetings of the Association shall be held within the Tarpine subdivision or at such other suitable place within Wakulla County as may be designated by the Board.

2.4. **Annual Members' Meetings.** The annual meeting of the members of the Association shall be held at the time and place designated by the Directors of the corporation. The annual meeting of the members for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of members.

2.5. **Special Members' Meetings.** Special meetings of the Members may be called at any time by the President, or if the President is absent or is unable or refuses to act, by the Vice-President, or by any two (2) members of the Board or by one (1) Board member if there is only one member or upon a petition signed by at least ten percent (10%) of the voting interests.

2.6. **Notice of Members' Meetings.** The Secretary of the Association ("Secretary") shall cause written notice stating the place, day, and hour of any meeting of the Members to be delivered by hand delivery or United States mail, postage prepaid, to each Member, or, if permitted by Florida law, by facsimile, computer, fiber optics, cable, or other similar communication devices or such other manner which is reasonably calculated, as determined at the discretion of the Board, to provide personal notice to the Members entitled to notice. Such notice shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of such meeting.

Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. In the case of a special meeting or when otherwise required by statute

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or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears in the records of the Association, with postage prepaid. If sent by facsimile, computer, fiber optics, cable, or such other similar communication device, notice shall be deemed to be delivered when transmitted to the Member at his or her address or number as it appears on record with the Association. The failure of any Member to receive actual notice of the meeting of the Members shall not affect the validity of any action taken at such meeting.

2.7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, in person or by proxy, waive notice of any meeting of the Association, either before or after such meeting. Neither the affairs transacted nor the purpose of the meeting need be specified in the written waiver. Attendance at a meeting by a Member, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

2.8. Adjournment of Meetings. A majority of the Members who are present at any annual or special member's meeting may adjourn the same to a different date, time, or place, even if a quorum does not exist. However, any such adjournment to a different date, time, or place must be announced at that meeting before the adjournment is taken or notice must be given of the new date, time, or place pursuant to Section 2.6 above. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

2.9 Voting of Members. Only Members in good standing with the HOA are eligible to vote on any issue requiring membership vote in these by-laws, including votes at a meeting by voice, written ballot, general or limited proxy. A member in good standing is a Member that is current with payment of all homeowners' association dues and any other Homeowners Association special assessments. All votes of Members in good standing at meetings shall be subject to the quorum requirements of Section 2.11 of these By-Laws.

All eligible Members shall be entitled to one (1) vote for each Lot, or fractional lot thereof, in which they hold the interests required for membership, except no vote will be permitted on behalf of any lot determined unbuildable due to State or local Rules. In the event that more than one (1) person, group of persons or entities is a record owner of a fee interest in any Lot, then the vote for membership appurtenant to such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event Owners of a Lot cannot agree as to which Owner shall be entitled to vote or cannot agree as to a unified vote on the issue being voted upon, then in that event said vote shall not be a valid vote and shall not be counted in a tabulation of the votes but may be counted for quorum.

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2.10. Proxies. Members may vote in person or by proxy. Each proxy shall be in writing, dated and duly signed, shall state the date, time, and place of the meeting for which it was given, and shall be filed with the Secretary prior to the vote at the meeting for which the proxy states it is to be effective. Proxies shall be deemed filed with the Secretary, upon receipt if delivered by personal delivery, U.S. mail or facsimile addressed to the Secretary at the address or facsimile number for the Association, or may be handed to an officer or director at the beginning of the meeting at which a proxy is to be used. Unless otherwise provided in the proxy, one proxy shall cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the latter dated proxy shall prevail. If dated the same date, both proxies shall be deemed invalid. A proxy is effective only for the specific meeting for which it was given, as the meeting may lawfully be adjourned and reconvened from time to time, and each proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. The proxy of any Member shall be revocable and shall automatically cease upon conveyance of such Member's Lot. Both general and limited proxies may be used.

2.11. Quorum. The percentage of voting interests required to constitute a quorum shall be 30 percent of the total voting interests. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting in person or by proxy and entitled to vote on the subject matter shall be the act of the members unless otherwise provided by law or these bylaws.

After a quorum has been established at a members' meeting the subsequent withdrawal of members, so as to reduce the number of members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall ensure that minutes of the meeting are kept and that all resolutions adopted at the meeting, as well as all transactions occurring at the meeting, are recorded in a minute book.

2.13. Action Without a Meeting. Any action required or permitted by law or by these By-Laws, the Articles and/or the Declaration to be taken at a special or annual meeting of the Members may be taken without a meeting, without prior notice, and without a vote, so long as such action complies with Section 617.0701, Florida Statutes, or its successor law, as from time to time amended.

ARTICLE III **OFFICERS AND BOARD OF DIRECTORS**

3.1. General Powers. Subject to the limitations of the Articles of Incorporation and these By-laws, all Association powers shall be exercised by or under the authority of the Officers and Board of Directors, and the business and affairs of the Association shall be controlled by the Officers and the Board.

3.2. Number, Tenure, Qualifications and Elections. The Association shall be managed by the Board which shall elect or appoint a President, Vice-President, Secretary and Treasurer, and

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other officers as may be desired. Officers must be board members. Board members shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

3.3. Removal of Officers or Directors. Officers or Directors may be removed and vacancies filled as follows:

(a) By the Members:

Any Director may be removed from office with or without cause by the vote or agreement in writing of a majority of the total voting interests, so long as such removal is in compliance with Section 720.303(10), Florida Statutes, or its successor law, as the same may be amended from time to time.

(b) By the Board:

The board may remove any officer with or without cause.

A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled for the unexpired portion of the term by appointment by a majority of the Directors.

3.4. Regular Meetings/Notice of the Same. Regular meetings of the board of directors may be held monthly (or at other intervals as determined by the board but no less frequently than annually) at such time and place as the Officers/Directors shall determine, and no notice need be given to the Directors prior to such regular meetings. Except in the case of emergencies, notice of the time and place of a meeting shall be communicated to Members by posting a notice of the same in a conspicuous place within the community at least seven (7) days in advance of a meeting or by using such other reasonable alternative chosen by the board and permitted under Florida law. Other reasonable alternative means of notice shall include, at a minimum, notification via computer electronic mail for any members who have an email address on file with the Secretary of the Association. Notwithstanding the above, no assessment may be levied at a Board meeting unless the notice of the meeting to the members is sent and includes a statement that assessments will be considered and the nature of the assessment. Further, written notice of any meeting at which assessments will be considered or at which rules regarding Lot use will be adopted, amended or revoked must be mailed or hand-delivered to the Members and posted conspicuously on the property not less than fourteen (14) days before the meeting. The failure of any Member to receive actual notice of a meeting of the board does not affect the validity of any action taken at that meeting.

3.5. Special Meeting/Notice of the Same. Special meetings of the board of directors shall be held when called by the President or by a majority of the board, or within sixty (60) days after presentation to the President of a petition requesting the board to address an item of business signed by a least ten percent (10%) of the voting interests. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first-class mail, postage prepaid; (c) telephone communications, or (d) facsimile, computer, fiber optics, or any such other communication device as permitted by Florida law. All such notices shall be given at the Directors telephone, facsimile, or e-mail number or sent to the Director's address as shown in the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) business days before the time set for the meeting. Except in the case of emergencies, notices given to

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Directors by personal delivery, telephone, facsimile, or other device shall be delivered, telephoned, or transmitted at least 48 hours before the time set for the meeting. Except in the case of emergencies, or as otherwise required by Florida law, notices to Members of special meetings of the board shall be given to Members by posting a notice of the same in a conspicuous place within the community at least seven (7) days in advance of a meeting and by using such other reasonable communication alternatives chosen by the board and permitted under Florida law. Further, except in the case of emergencies, written notice of any special meeting at which special assessments will be considered or at which rules regarding Regulations pertaining to the Community and permitted uses by the Members will be adopted, amended or revoked, must be mailed or hand-delivered to the Members and posted conspicuously on the property not less than fourteen (14) days before the meeting. The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of the any action taken at that meeting.

3.6. Waiver of Notice. The transaction of any meeting of the board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held and noticed if (a) a quorum is present, and (b) either before or after the meeting each of the board not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Attendance of a Director at a meeting shall also constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

3.7. Quorum. At all meetings of the board, a majority of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the board, unless otherwise specifically provided in these By-Laws, the Articles or the Declaration. If any meeting of the board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

3.8. Compensation. No Officer or Director shall receive any compensation from the Association for acting as such; provided however, any Officer or Director may be reimbursed for expenses incurred on behalf of the Association upon approval of the board. Nothing herein shall prohibit the Association from compensating an Officer or Director, or any entity with which a Officer or Director is affiliated, for services or supplies furnished to the Association in a capacity other than as an Officer or Director pursuant to a contract or agreement with the Association, provided that such Officer's or Director's interest was made known prior to entering into such contract and such contract was approved by a majority of the Officers/Directors, excluding the interested Officer or Director.

3.9. Conduct of Meetings. The President shall preside over all meetings of the board. The Secretary shall ensure that a minute book is kept of all meetings of the board and record all resolutions adopted by the board and all transactions and proceedings occurring at such meetings.

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3.10. Open Meetings. All meetings of the board shall be open to all Members, but a Member other than a Director may not participate in any discussion or deliberation unless the Member speaks and complies with the requirements and time limits established pursuant to Section 720.303(2)(b), Florida Statutes. Members have a three (3) minute time limit when speaking. Notwithstanding the above, the board may exclude Members, to hold discussions between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

3.11. Powers. The Officers and Directors shall have all of the powers and duties necessary and appropriate for the governance of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and as provided by Florida law. The Officers or Directors may do or cause to be done all acts and things not required by the Declaration, the Articles, these By-Laws, or Florida law to be done and exercised exclusively by the Members. The board may delegate powers to committees, a management agent or agents, or employees of the Association.

3.12. Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices:

(a) President. The President shall be the chief executive officer of the Association and shall exercise general supervision and direction of the affairs of the Association.

(b) Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

(c) Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Association and the Board. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she 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 President.

(d) Treasurer. The Treasurer shall have primary responsibility for the preparation of the budget. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she 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 and to the membership for examination at reasonable times. He or she shall submit a Treasurer's report at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the President. All money 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 Officers/Directors.

In addition to the authority and duties of the offices listed above, the board duties shall include:

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- (e) preparing and adopting annual budgets;
- (f) levying and collecting regular annual assessments against the Members;
- (g) levying and collecting special assessments only that have been approved by the majority of the membership;
- (h) All contracts described in section 720.3055, Florida Statutes, shall be in writing and shall be subject to competitive bidding as required by that section. In addition, all work contracted by the Association in the amount of \$2500 or greater shall be agreed upon in a written and signed contract prior to the commencement of any work. All changes to proposals, bids, and/or original contract documents and agreements in excess of 10% of the original contract shall be approved in writing by the board prior to the commencement of any work. All work shall be awarded by competitive bidding using no less than three bids where possible;
- (i) retaining the services of a managing agent or agents and/or designating, hiring, and dismissing such other personnel as are necessary to perform the powers and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of the equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (j) approving and opening a bank depository to receive funds on behalf of the Association and depositing all such funds therein and using such funds to operate the Association; provided, any reserve fund may be deposited, in the Officers'/Directors' best business judgment, in depositories other than banks and designating signatories thereon;
- (k) adopting Rules and Regulations governing the use of the Common Areas and the improvements thereon and for use of the Lots and establishing sanctions for infractions thereof. The board is hereby specifically authorized to suspend the right of an owner, a tenant, a guest or invitee to use the common areas and facilities as provided by section 720.305, Florida Statutes, for a violation of the governing documents or rules of the association. Furthermore, the board is hereby specifically authorized to impose a fine on any owner, tenant, guest, or invitee for a violation of the governing documents and rules of the association in the manner provided by section 720.305, Florida Statutes. The association may also suspend the voting rights of any member for the nonpayment of regular assessments that are delinquent in excess of 90 days; however, in order to exercise this authority, the board is required to provide advance notice to the owner;
- (l) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the Declaration, the Articles and these By-Laws;
- (m) enforcing by legal means the provisions of the Governing Documents; provided, however, the board shall not be obligated to take any action regarding any alleged violation of the Governing Documents which the board reasonably determines is, or is likely to be, inconsistent with applicable law, or if the board reasonably determines that the Association's position is not strong enough to take such enforcement action, or if

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the board otherwise determines, in its business judgment, that such enforcement action would be inappropriate;

(n) obtaining and carrying insurance, as required in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(o) paying all taxes and/or assessments which are or could become a lien on the Common Areas or a portion thereof;

(p) paying the cost of all services rendered to the Association or Members and not chargeable directly to specific Members;

(q) keeping books with detailed accounts of the receipts and expenditures of the Association;

(r) indemnifying an Officer or Director, or committee member, or former Officer/Director, or committee member of the Association to the extent such indemnity is permitted or required by Florida law and the Articles, and purchasing insurance providing such indemnification; and

(s) supervising all agents and employees of the Association to ensure that their duties are properly performed;

(t) providing for the operation, enforcements, care, upkeep, and maintenance of the common areas, the roads, and easements.

3.13. Management. The Association may, but shall not be required to, employ a professional management agent or agents at compensation established by the board to perform such duties and services as the board shall authorize. The board may delegate to the management agent such powers as are necessary to perform its assigned duties; provided, the board may not delegate policy-making authority. Any agreement for the services of any management agent shall provide for termination by the Association with or without cause, and without payment of a termination fee, upon thirty (30) days written notice, and no such agreement shall be for a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods.

No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, and anything of value accepted shall benefit the Association. In addition, any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Officers/Directors.

3.14. Accounts and Reports. Accounting and controls should conform to generally accepted accounting principles. Financial Reports shall be prepared and distributed in conformance with Chapter 720, Florida Statutes, or its successor law, as from time to time amended;

3.15. Borrowing and Security for Debt. The Association, acting through its board, and with prior membership approval, shall have the power to borrow money for any legal purpose and

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to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

3.16. Rights of the Association. Subject to applicable law relating to board member conflicts of interest, the Association shall have the right to contract with any person for the performance of various duties and functions. Contractors utilized by the Association shall be licensed and insured as stated in the Florida Statutes.

3.17. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) different individuals who are Officers or Directors of the Association. The board shall require signatures for the withdrawal of reserve funds of two (2) Officers or Directors. For purposes of this Section, "reserve funds" means monies the Officers/Directors have identified in the capital expenditures budgets for use to defray the future repair or replacement of those replaceable assets which the Association is obligated to maintain and for use in making additional capital improvements and purchasing additional capital assets.

ARTICLE IV **COMMITTEES**

4.1. Committees. The board shall establish such committees as are required under the Declaration of these By-Laws and may establish such other committees as are authorized or that it deems appropriate. Any such committee may perform such tasks and functions as the board may designate; provided, no committee or committee member may exercise any power or authority which could not otherwise be exercised by the board.

Committee members may, but need not, be an Officer or Director, employees of the Association or the managing agent, or Members. Committee members serve at the board's discretion for such periods as they may designate. Each committee shall operate in accordance with the terms of the motion or resolution establishing such committee or as may be provided in the Declaration.

4.2. Meeting Requirements. Except as provided below, in conducting its duties and responsibilities, each committee shall abide by the procedures and requirements applicable to meetings of the board set forth in Sections 3.10, 3.12, 3.13, 3.14, 3.16, and 3.17. Notwithstanding the above, the following exceptions apply:

- (a) regular meetings of committees may be held more or less frequently than monthly at the discretion of each committee;
- (b) the membership notice requirements contained in Sections 3.4 and 3.5 and the open meeting requirements contained in Section 3.10 shall only apply as follows:
 - (i) when committees will make a final decision regarding the expenditure of association funds;
 - (ii) for all committee meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a Lot; or

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(iii) for all committee meetings when a quorum of the full board is in attendance at any committee meeting.

ARTICLE V

MISCELLANEOUS

5.1. **Fiscal Year.** The fiscal year of the Association shall be each calendar year, January 1 through December 31 unless otherwise established by Officers'/Directors' resolution.

5.2. **Parliamentary Rules.** Except as may be modified by Officers'/Directors' resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

5.3. **Conflicts.** If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

5.4. **Books and Records.**

(a) **Inspection by Members and Mortgagees.** Subject to the exceptions set forth below, the association shall make available for inspection and copying by any holder, insurer, or guarantor of a first mortgage on a Lot, any Member, or the duly authorized agent of any of the foregoing at any reasonable time, the Official Records of the Association, but only as the same are specified by Chapter 720, Florida Statutes or any successor law, as from time to time amended. The association shall provide for such inspection to take place at the office of the Association or at such other place within the Community as the Board shall designate.

(b) **Rules for Inspection and Copying.** The Board shall establish reasonable rules with respect to such inspection and copying, including but not limited to:

- (i) hours and days of the week when such an inspection may be made;
- (ii) frequency of inspections; and
- (iii) payment of the cost of reproducing and delivering copies of documents requested.

(c) **Exception to Inspection Requirement.** Notwithstanding any provision to the contrary, the association shall not be required to make available for inspection the records set forth in Section 720.303(5)(c), Florida Statutes, as amended from time to time.

5.5. **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications shall be in writing and shall be sent as follows:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot owned by a Member;

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(b) if to the Association, the President or Registered Agent or the management agent, at the principal office of the Association or the management agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section; or

All such notices shall, for all purposes, be deemed delivered and received (a) upon personal delivery to the party or address specified above, or (b) on the third day after being deposited in the United States mail, postage prepaid and properly addressed.

5.6. Indemnification. Subject to any limitations imposed by applicable law, the Association shall indemnify every officer, Director, employee or agent of the Association as provided in the Articles.

5.7. Amendment.

These By-Laws may be amended only by the affirmative vote of a majority of the membership of the Association at a regular or special meeting of the board called for that purpose.

Amendments to these By-Laws shall become effective upon the recordation of an amendatory instrument executed by the President and Secretary of the Association and recorded in the Public Records of Wakulla County, Florida.

The foregoing was adopted as the By-Laws of The Tarpine Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, by majority vote of the Lot owners in accordance with Article VIII of the Articles of Incorporation of the Association of the Declarant on this 29th day of July, 2009.

THE TARPINE HOMEOWNERS ASSOCIATION, INC.

BY: Carol Odell
Print Name: Carol Odell
As Its President

ATTEST: Sheryl L. Kuersteiner
Print Name: Sheryl L. Kuersteiner
As Its Secretary