

**The Gardens of Gulf Cove  
Property Owners Association, Inc**  
6464 Coniston Street, Port Charlotte, FL 33981  
*-- A deed restricted community --*

*AMENDED AND RESTATED*

# **DECLARATION OF COVENANTS AND RESTRICTIONS**

of the

**GARDENS OF GULF COVE  
PROPERTY OWNERS ASSOCIATION, INC.**

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3. **"Articles"** shall mean and refer to the Articles of Incorporation of the Gardens of Gulf Cove Property Owners Association, Inc., which have been filed in the office of the Secretary of the State of Florida on December 7, 1972 and may be amended from time to time.
4. **"Gardens of Gulf Cove Subdivision or Subdivision"** shall mean and refer to all of the land and improvements thereon which is the subject of that certain plat entitled "Gardens of Gulf Cove", which plat has been recorded as listed under Article II.
5. **"Association"** shall mean and refer to the Gardens of Gulf Cove Property Owners Association, Inc., a Florida corporation not-for-profit, which corporation has been formed for the special and general purposes enumerated in the Articles, Declaration, and Bylaws, including, but not limited to, the purpose of owning, improving, maintaining and managing the common and public areas, and other open spaces, and the purpose of enforcing the restrictions, limitations, conditions, easements, and agreements set forth herein.
6. **"Board"** shall mean the Board of Directors of the Association, elected and/or appointed in accordance with the Bylaws of the Association.
7. **"Bylaws"** shall mean the Bylaws of the Association, which have been filed in the Public Records of Charlotte County, Florida and recorded in Official Records Book 3273, Page 1002 et seq, as such Bylaws may be amended from time to time.
8. **"Common Areas"** shall mean and refer to any real property located in the Gardens of Gulf Cove Subdivision which has heretofore, or which may hereafter, be specifically set aside or deeded to the Association, or dedicated to the County of Charlotte, for the common use and enjoyment of all property owners in the Gardens of Gulf Cove Subdivision, as members of the Association. Common Areas include, but are not limited to, the swimming pools, clubhouse, and recreational facilities (as applicable).
9. **"Common Assessment"** shall mean and refer to the charge against each "Owner" and his "Dwelling Unit", as those terms are hereinafter defined, which charge represents a portion of the total costs incurred by the Association in maintaining, improving, repairing, replacing, managing, and operating the Common Areas and in discharging its duties and obligations hereunder.
10. **"Common Expenses"** shall mean the actual and estimated costs of:
  - (a) maintenance, management, operation repair and replacement of the Common Areas, including those costs not paid by the owner responsible for payment;
  - (b) all commonly metered utilities, and other commonly metered charges for the Common Areas;
  - (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to accountants, attorneys, and employees;

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19. **"Special Assessment"** shall mean and refer to the charge against each "Owner" and his "Lot" or "Dwelling Unit", as those terms are hereinafter defined, which charge represents a portion of the costs anticipated or incurred by the Association in meeting extraordinary and unbudgeted expenses of the Association from time to time as provided for in this Declaration.

*Added 3/17/2015*

20. **"Immediate Family"** shall mean the Owner(s) Spouse, Grandparents, Mother, Father, Children, Grand Children, Great Grand Children, Adopted Children, Step Children, Brothers, and Sisters

21. **"Extended Family"** shall mean in-laws of the Owner(s).

22. **"Owner(s) Friend"** shall mean someone known personally to the Owner(s) and do not provide financial remuneration or services in-lieu of financial remuneration to the owner(s) to stay overnight in their home.

23. **"Tenant"** shall mean any person, not including a verified Immediate Family member or a verified Extended Family member, who provide financial remuneration or services in-lieu of financial remuneration to the owner(s) to stay overnight in their home.

24. **"Occupant"** shall mean any person who stays in the Owner(s) home overnight except the Owner(s). *End of Addition 3/17/2015*

**ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION**

The land which was is the subject of this Declaration and which shall henceforth be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Charlotte County, Florida, and is legally described as follows:

All of the First Replat of Port Charlotte Subdivision Section 66, as recorded in Plat Book 12, Pages 4A through 4B, of the Public Records of Charlotte County, Florida.

*Revised 3/14/2014*

All the properties zoned "Commercial" within the Tract "A" property located in Plat Book 12, Pages 4A through 4B shall be removed from this Association. A graphic that shows the approximate area of the commercial zoned properties which are to be removed from the Association and the Association's rules, regulations, and restrictions and assessments is attached hereto. *End of Revision 3/14/2014*

All of the Second Replat of Port Charlotte Subdivision Section 66, as recorded in Plat Book 13, Pages 12A and 12B, of the Public Records of Charlotte County, Florida and

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**Section 4 – Title to the Common Areas.** The Association shall hold title to the Common Areas for the benefit of those persons entitled to use the same under the provisions hereof or any subsequent declaration of covenants and restrictions affecting the Gardens of Gulf Cove subdivision.

**ARTICLE IV - REQUIRED MEMBERSHIP**  
**IN THE GARDENS OF GULF COVE PROPERTY OWNERS ASSOCIATION, INC.**

All Owners shall become members of the Association automatically upon acquiring their ownership interest in and to a Lot or Dwelling Unit and shall maintain such membership in good standing. Such membership may not exist separate and apart from ownership of a Lot or Dwelling Unit, and such ownership may not exist without membership in the Association.

**ARTICLE V - POWERS AND DUTIES OF THE ASSOCIATION**

The Association, acting through the Board of Directors, shall be vested with certain powers and duties, including, without limitation, the powers and duties to:

1. Maintain, repair and otherwise manage the Common Areas and all facilities, improvements and landscaping located thereon as hereinafter provided.
2. Obtain, for the benefit of the Common Areas, all commonly metered water, and utility service and refuse collection, as necessary.
3. Maintain such policy or policies of liability and casualty insurance with respect to the Common Areas as it may deem advisable to protect the interest of the Association and its members.
4. Levy Common Assessments upon each Owner and enforce the collection of same hereinafter provided. Additionally, the homeowner will be charged the prevailing fee for checks returned for non-sufficient funds.
5. Maintain bank accounts in the name of the Association, as hereinafter provided.
6. Provide such other services and perform such duties as may be hereinafter provided, and as the general membership of the Association may require from time to time, subject to the limitations imposed by the Articles of Incorporation, Bylaws and this Declaration.
7. Appoint a Compliance Committee as hereinafter provided and appoint other committees to serve at the pleasure of the Board, including but not limited to, a Fining Committee, which levies fines in accordance with the procedures outlined herein. Refer to Article X, Section 11, which defines committees.
8. Adopt and enforce Rules and Regulations regarding use of Association property, and to adopt policies and procedures deemed necessary regarding operation of the Association.

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**Section 4.1 - Estoppel Fees.** Estoppel fees are charged at a rate of \$50.00 per request and payable before the report is released, unless a higher fee is permitted by Florida law and approved by the Board.

**Section 5 – Financial Reporting, Budget, and Annual Assessment.** The twelve (12) month period constituting the Fiscal Year shall be the calendar year. The Association shall have prepared a reviewed/annual report within 90 days after the close of the fiscal year. The Association shall provide each member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon written request at no charge to the member. The financial report must be provided in accordance with Florida state law. Additionally, the reviewed/audited annual report is available at the Annual Membership Meeting.

No less than thirty (30) days prior to the beginning of each Fiscal Year, the Board of Directors shall prepare an estimated budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration. The Board of Directors will request from the membership any increases to the annual assessment necessary to defray such estimated expenses. Each budget shall also set forth the estimated surplus or deficit as of the end of the next Fiscal Year. The Association shall provide each member of the Association with a copy of said annual budget or a written notice that a copy of the budget is available upon written request at no charge to the member. The copy or notice of availability shall be provided prior to January 1 of the budgeted year.

To cover the cost of operating and maintaining the Association and its properties, the Board of Directors must present to the Members a budget stating the Annual Assessment due from each lot. The Members, at a duly called meeting, may approve the proposed Annual Assessment by a majority vote of those present, either in person or by proxy. If the Members fail to approve the proposed Annual Assessment, the Board of Directors may increase the Annual Assessment no more than ten percent (10%) of the prior year's assessment.

The twelve (12) month period covered by each such Annual Assessment shall be the upcoming Fiscal Year. The Board of Directors shall establish the due dates for the regular and special assessments. The Board of Directors may authorize installment payments for any assessment. In the event that the Board of Directors authorizes such installment payments, the payments shall be in equal amounts. Furthermore, the installments must be completely paid before the next assessment is due. The installment options, if authorized, shall be applied equally to all owners who have no outstanding assessments due. Installment payments are subject to a surcharge determined by the Board of Directors with a minimum charge of \$5.00, and may be in amounts up to the highest amount permitted by law. Late fees will be charged if the payment is made after the due date of said payment.

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**ARTICLE VII - DELINQUENT ASSESSMENTS**

**Section 1 – Assessments Due Date.** Owners shall pay all Assessments when due, January 1 of each Fiscal Year. Payments of Assessments received after the applicable due date shall be deemed delinquent and shall subject the delinquent Owner of the Lot or Dwelling Unit to late payment penalties/fees and interest provisions hereinafter set forth. Additionally, the property owner will be charged the prevailing fee for checks returned for non-sufficient funds. All monies owed the Association must be paid in US currency.

**Section 2 – Remedies of the Association.** The Association is vested with the following remedies in cases of delinquent Assessments:

1. **Penalty and Interest.** Any installment of a Regular Maintenance Assessment or Special Assessment if paid after the applicable due day will be subject to a late fee in an amount up to the highest amount permitted by law. All such payments received past the due date shall be deemed delinquent. From the due date, delinquent payments shall bear interest as determined by the Board of Directors up to the highest rate of interest permitted by law. Furthermore, for checks returned for non-sufficient funds, the property owner will be charged the prevailing fee at that time.
2. **Claim of Lien.** The Association will comply with Florida State Law when filing a claim of lien.

**Section 3 – Foreclosure Sale.** The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Dwelling Unit at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

**Section 4 – Cumulative Remedies.** The assessment liens and the remedies rights to foreclose hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have by law. This includes suits to recover a money judgment of unpaid assessments and fees and penalties as provided herein.

**Section 5 – Curing of Default.** Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the Gardens of Gulf Cove Property Owners Association, the officers thereof shall record an appropriate Satisfaction of Lien in the public records of Charlotte County, Florida. All costs of the recording fees shall be the responsibility of the Property Owner.

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**Section 3 – Permits.** No building permit (which includes fences, sheds, and gazebos) shall be obtained until the site plan, construction plan, and specifications have been first approved by the Compliance Committee and/or the Board of Directors as provided herein and as per county code. Upon such approval and procurement of the necessary building permit(s), all applicable permits shall be posted conspicuously on the subject Lot(s). The maximum size allowed for a shed is 10'x16', 192 square feet. No more than one shed is allowed per property.

- (a) Property owners with more than one shed at the time this provision is adopted shall have a period of one (1) year from the effective date of approval by the membership to come into compliance with the one (1) shed limitation and remove all sheds in excess of one (1). No shed on any property that has more than one shed can be replaced, unless at the time of the shed's replacement the owner removes all other remaining sheds on the property, resulting in only one (1) shed on the property. All owners must maintain their shed in an excellent exterior appearance, and must ensure that the exterior of the shed is adequately maintained and remains free from unsightly rust, mold or mildew, or other unsightly appearance. In the event that an owner fails to maintain any shed on his or her property in an acceptable, first class appearance, the Board shall have the authority to require the owner to take immediate steps to remedy the violation. In the event that the owner fails to take adequate steps to maintain the shed, the Board shall have the authority to require its immediate removal from the property.

**Section 4 – Reliance.** Owners shall not rely upon approval of the Compliance Committee or Board of Directors as a statement of compliance with any governmental or quasi-governmental building standard or requirement; as such alternative standards operate independently and are in no way related to the operation, function, and authority of the Compliance Committee.

**Section 5 – Landscape and Environmental Issues.** The Gardens and Beautification Committee or its successor will assist the Board of Directors in fulfilling their obligations to the Gardens of Gulf Cove community regarding the maintenance, beautification and general improvements to the Common Areas. This will encompass all flora and fauna in the Common Areas (both land and water) of the Gardens of Gulf Cove Subdivision. The committee will recommend necessary maintenance and improvements to the Gardens of Gulf Cove habitat to ensure that this vital environmental aspect of the community is not only sustained, but also enhanced in future years.



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2. **House Numbers.** All homes shall have house numbers no less than three inches in height affixed to the principal dwelling or attached garage, contrasting in color to the surface affixed to and in accordance with Charlotte County Ordinance. Size is defined by Florida law.
3. **Mailboxes.** Property Owners shall maintain their mailbox and stand/post in a clean condition and in good working order and repair.
4. **Firearms.** No firearms or weapons are allowed on the Gardens of Gulf Cove Common properties, except for duly authorized law enforcement officials or in compliance with State Statutes
5. **Exterior Maintenance.** The Property Owners shall provide exterior maintenance upon each of their Lots which is subject to assessment under Article VI, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Household appliances, fixtures, and furniture manufactured and intended for interior use are not appropriate lawn ornaments and are prohibited from placement or storage on any part of a lawn or the home's exterior. Patio or other outdoor furniture, which is manufactured and intended for outdoor use, shall be permitted. In the event a Property Owner fails to provide exterior maintenance to their Lots after notice to the Owner specifying such failure, the Association may enter upon the Lot and perform such maintenance at the cost and expense of the Property Owner and such entry upon the Lot shall not be considered a trespass. The cost of the Association's maintenance in this regard shall be considered a continuing lien upon the Lot that may be foreclosed upon in the same manner as delinquent assessments.
6. **Windows.**
  - (a) Window treatments visible to the outside must be presentable. No sheets, towels, flags, etc. are allowed.
  - (b) Broken/cracked windows must be repair and/or replaced immediately.
  - (c) Hurricane shutters are only allowed to cover any portion of the home's windows, doors, or other openings during hurricane season (June 1 through November 30), for periods of one-week prior and one week after the threat of severe weather, such as a hurricane unless notification of absence has been given to the office. The Board of Directors shall have the authority to adopt and enforce reasonable rules and regulations to allow owners whose homes are vacant for extended periods of time throughout the year, to install hurricane shutters to protect the home in their absence, as exceptions to the above referenced time limitations. Such rules and regulations may include, but not be limited to, an application and approval process, types of shutters permitted for extended periods of time, and standards for qualifying for the exception (including standards for meeting the extended period of vacancy requirement, such as seasonal owner occupants, extended vacations, etc.).

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- (b) Each household residing in the Gardens of Gulf Cove, irrespective of home ownership, is eligible to rent a space in the RV lot, with preference given to those owning a lot in the Gardens of Gulf Cove. Each of the spaces, 10 feet by 30 feet, will be numbered and assigned upon application by households. When a space becomes vacant, it will be reassigned based upon the date of application, with the oldest application considered first. If no lot owners have applied, the application of renters and other non-owner households shall be considered. The annual fee, as set by the Board of Directors, is for the rental of a space in the R.V. Storage Lot for a 12-month period, running from March to February. If the fee is not paid within 30 days of invoice, and after written notice to the property owner, the Association has the right to remove and dispose of the property in question.
- (c) Request for a space in the RV lot will be made by completing an application form. Copies of the application form may be obtained at the Club House office. Completed applications are to be returned to the office for approval by the RV Lot Manager. The applicant will be notified by the POA of the space assignment, upon approval of the application. All applications will be retained in the POA files until such time as the assignments made pursuant to the applications have terminated.
- (d) Storage in the RV lot is limited to boats (not exceeding 25 feet in length), boat trailers, cargo trailers, motor homes, travel trailers and other vehicles (e.g. quad runners, mini-bikes, dirt bikes, swamp buggies, off-road vehicles, golf carts provided they are on trailers). Among the items specifically NOT AUTHORIZED are automobiles, trucks, semi-trailers and/or tractors, construction and/or earth moving equipment or farm machinery. All items stored in the RV lot must be in operational condition. All items must be complete with wheels and, if applicable, inflated tires. All boats and vehicles required by law to be registered or licensed must have current registration or license. As used in this paragraph, the term license means that the vehicle or boat displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other State as the case may be.
- (e) Any person using the RV lot must secure his or her property in a manner that will minimize windblown debris and must keep the assigned space free of weeds, grass and other debris. Responsibility for maintenance and repair of the fence and roadway will be that of the POA.
- (f) The Gardens of Gulf Cove Property Owners Association, Inc. will not be liable for or assume any responsibility for damage or loss of property stored in the RV lot. All persons using the RV lot, by that use, agree that they assume the risk of such damage or loss.
- (g) Major repairs to recreational vehicles are not permitted in the RV lot. A major repair is defined as repair that requires more than eight elapsed hours (from start to finish). The area used for the work must be cleaned up when the work is completed.
- (h) All boats must be on a trailer and licensed. Boats on stands are not permitted.

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- (a) Control of dogs and cats at large: No person shall permit any dog or cat to be at large in the Gardens of Gulf Cove at any time. Dogs and cats are at large when the animal is on any public street or public grounds or when otherwise off of the lot of the owner or person who has custody of such dog or cat and not constrained by a leash under the immediate control of the owner or the person who has custody of such dog or cat.
  - (b) Removal of animal defecation: An owner or person having custody of any dog, cat or other animal shall not permit such dog, cat or other animal to defecate on any public street, sidewalk, tree bank, or any other public grounds or private property within the Gardens of Gulf Cove, other than the lot of the owner or person having custody of such dog, cat or other animal, unless such defecation is immediately removed by the owner or other person having custody of such animal. Defecation must not remain in an owner's yard and the owner is responsible for removing it immediately.
  - (c) No horses, cows, swine, goats, chickens, pigeons, fowl, or any other such animals shall be kept on any property.
  - (d) **Exception:** The provisions of this section shall not be applicable to any service animal owned or controlled by any handicapped person, or for any such animal required by federal or state fair housing laws. The Americans with Disabilities Act (ADA) defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.
13. **Garbage.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers with tight fitting lids and out of the public view. Garbage and/or refuse and recycling containers shall be stored behind or to the side where provided, or in an inconspicuous location on the property at all times except on assigned days of garbage and/or refuse pick up. Containers left at the curbside for more than 24 hours after pick up shall be in direct violation of this rule. After completion of any project, all building materials must be removed from the lot. Garbage cannot be placed curbside more than 24 hours prior to pickup.
14. **Storage.** The personal property of guests and residents other than their automobile, lawn furniture, grill and residential playground equipment shall not be stored outside their respective homes except in storage areas that are not visible to public view. Mobile storage devices (e.g. PODs, SAMs, etc.) require a permit from the Association prior to installation and are not to exceed more than 30 days on property per County Code, except during a state declared emergency (e.g. hurricane) and subject to a \$100 per day fine if (1) no permit was applied for and approved by the office and (2) \$100 per day fine after expiration of a permit or extension.

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17. **Powerboats.** No recreational powerboats shall be permitted on any lake included in the Common Properties. The term "powerboats" shall be deemed to include boats or watercrafts of any type utilizing either inboard or outboard motors, without limitations. Boats with only electric trolling motors shall be permitted. The boat's length is not to exceed sixteen feet (16').
- (a) The owner of any boat or other watercraft that sinks or is partially submerged and inoperable in any waterway in the Gardens of Gulf Cove properties shall immediately be removed from the waterway by the Owner. Failure to do so within five (5) days of receipt of the Association's written notice will result in the removal of the watercraft or boat and the cost and expense of such removal shall be assessed against the Lot or Lots in the Gardens of Gulf Cove which are owned by the Owner of the boat or watercraft. The expense shall be deemed a special assessment against the subject Lot and outlined under Article VI.
- (b) Boats or watercrafts owned by individuals that do not reside in the Gardens community shall not be permitted on any lake.
18. **Combined Lots.** Lots combined for tax purposes do not apply in association matters. Each lot is considered a separate lot and cannot be combined as to one annual assessment.
19. **Utilities and Antennae.** All utility lines and lead-in wires, cable TV lines, including, but not limited to, electrical lines and telephone lines, located within the confines of any Lot or Lots, shall be located underground, provided nothing herein contained shall prevent an above ground temporary power line to a residence during the period of construction. There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, nor shall any such antenna be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring dwelling house, except as provided for under Federal law and as otherwise provided herein. For purposes of clarification, the following definitions shall apply to this provision.
- (a) "Antenna" or "Antennae" shall mean an antenna that has unlimited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets Federal Communications Commission (FCC) standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- (b) "Transmission-only Antenna" means any antenna used solely to transmit radio, television, cellular, or other signals.

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- (d) Two political signs not greater than 2'x2' are allowed 30 days prior to an election and must be removed within 48 hours after the election.
  - (e) Home security signs are permitted and not included in the signs limitations (e.g. ADT, Brinks).
  - (f) A total of no more than any combination of two (2) signs or banners are allowed on any property on any given time. Home security signs are permitted and not included in the signs limitations
  - (g) Banners are not to exceed 18 square feet total and are only allowed for single events on the day of the event.
21. **Fishing.** Line fishing is permitted for residents and their guests in lakes within the Gardens of Gulf Cove. No net or cast nets are permitted. Fishing by non-residents is considered trespassing.
22. **Outside Fireplaces and Bonfires.** Decorative fireplaces and fire pits are permitted but cannot be left unattended and must meet County Code. Bonfires and in ground fire pits are not permitted.

**ARTICLE X - GENERAL PROVISIONS**

**Section 1 – Remedies for Violation.** If the Owner of any property in the Gardens of Gulf Cove Subdivision shall violate any of the Covenants and Restrictions herein, or any other provision of the Bylaws, Articles of Incorporation or Rules and Regulations, it shall be lawful for the Association or any other property Owner within the Gardens of Gulf Cove Subdivision to prosecute and bring proceedings at law or in equity against the person violating any such provision(s). This action to restrain him/her from such violation or to recover damages therefore, or both, provided the violator shall have first been given written notice of his/her violation and a reasonable time in which to correct it. Any person, or the Association, who shall bring successful legal proceedings to enforce these Covenants and Restrictions, shall be entitled to recover their costs and reasonable expenses of such proceedings. These can or may include reasonable attorneys' fees, including appellate proceedings, from any person found to be in violation of these covenants and restrictions or any other provision of the Association's governing documents or Rules and Regulations. In the event that the Association has to initiate legal proceedings to procure an Owner's compliance with its governing documents (including Rules and Regulations) the offending Owner shall be responsible to reimburse the Association for any and all costs and attorney's fees incurred, regardless of whether a lawsuit is filed. Such fees and costs shall be secured through the Association's lien rights.

**Section 2 – Fines.** In addition to the remedies available elsewhere in the documents and in the event an Owner, his/her guest, tenant or invitee fails to observe and perform all of the provisions of this Declaration, the Bylaws, Articles of Incorporation, Rules and Regulations, or any other

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subject to the tenant approval process. The Board shall have the authority to adopt application and approval procedures, and collect an application fee in an amount up to the highest amount permitted by law. The lease/contract and tenant shall be subject to approval by the Board of Directors. All leases/rentals will be for not less than 30 days. The lease/contract and prospective tenant may be subject to review by and assignee appointed by the Board of Directors. All prospective adult occupant(s) will also be subject to a background and credit check performed by the Association and provided by an outside firm. The background and credit check will be from a national, state and local data base. The cost of the background and credit check will be at the expense of the property owner, and all fees associated with the lease application and approval must be provided to the Association at the time of application. The application and information required for prospective adult occupant(s) will be reviewed and approved by the Board of Directors or its assignee. All occupants who reside in a home in the owner's absence shall be deemed a tenant who is subject to the application and approval requirements of this provision, regardless of whether a written lease exists or whether the occupant remits payments to the owner for rent or otherwise.

If an owner rents his/her property without informing the Association by filling out the Assignment of Rights paperwork, the owner will be subject to a fine of one hundred dollars (\$100.00) per day, starting with the day the renter(s) moved in. Failure to comply with the aforementioned provision will result in subject disapproval, removal of the tenant, and/or fines. *End of Revision 3/18/2014*

**Section 5 – Amendments.** This Declaration may be amended upon written consent of fifteen percent (15%) of the membership of the Association. All amendments to this Declaration shall be effective upon recordation in the Public Records of Charlotte County, Florida, of either the amendment itself, or, in the alternative, a certificate executed by the Secretary of the Association certifying to the exact language of the amendment and to its adoption and approval in accordance with the terms of this paragraph. Amendments required as a result of changes in Florida Statutes or County Ordinances will not require member approval.

**Section 6 – Invalidation.** Invalidation or severability of any one or more of these Covenants and Restrictions by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

**Section 7 – Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community recreational facilities and Common Areas. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**The Gardens of Gulf Cove  
Property Owners Association, Inc**

6464 Coniston Street, Port Charlotte, FL 33981

*- - A deed restricted community -*

**Maintenance Committee:** The Maintenance Committee shall advise the Board of Directors in all matters pertaining to the maintenance, repair or improvement of the common properties and facilities of the Association, and shall perform such other functions as the Board determines necessary.

Acting in conjunction with the Maintenance Committee, the Garden and Beautification Committee will assist the Board of Directors in fulfilling the Board's obligation to the Gardens of Gulf Cove community. This will encompass all flora in the Common Areas (both land and water) of the Gardens of Gulf Cove Subdivision. The committee will recommend necessary maintenance and improvements to the Gardens of Gulf Cove habitat to ensure that this vital environmental aspect of the community is not only sustained, but also enhanced in future years.

**Other Committees:** The Board shall have the authority to form other advisory committees as deemed necessary from time to time.

*Added 3/18/2014*

**Section 12 – Approval to Purchase Property** The Gardens of Gulf Cove does not discriminate in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under the age of 19) and disability.

(a) All prospective buyers of property within the Gardens of Gulf Cove Property Owners Association must go through a background and credit check performed by the Association and be approved by a committee established by the Board of Directors. The Board shall have the authority to adopt application and approval procedures, and collect an application fee in an amount up to the highest permitted by law. The cost of the background and credit checks will be all the expense of the prospective buyer(s).

Excluded from the provision are:

- i. A first mortgage holder through a foreclosure action or through the first mortgage holder's acceptance of a deed in lieu of foreclosure. However, all occupants of the lot during the time that first mortgage holder holds title to the lot and the subsequent transfer of ownership from the first mortgage holder, shall be subject to the prior written approval of the Board.
- ii. For transfer of ownerships to spouses, grandparents, parents or adult children shall be excluded. Any transfer of ownership, lease, or occupancy of a property that is performed without the necessary prior written approval of GGCPA shall be a violation of the Declaration, and the Association shall have the authority to pursue any and all legal and/or equitable relief, and shall have the authority to recover all attorney's fees and costs incurred in attempting to compel enforcement. *End of Addition from 3/18/2014*

Amended and Restated Declaration of Covenants and Restrictions

Revised 3/17/2015

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