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Grigsby Law, P.A.
9240 Bonita Beach Rd., Ste. 1117
Bonita Springs, FL 34135

CERTIFICATE OF AMENDMENT
[Amended and Restated Articles of Incorporation of
Gardens of Gulf Cove Property Owner's Association, Inc.]

THE UNDERSIGNED, being the President of Gardens of Gulf Cove Property Owner's Association, Inc., a Florida corporation not-for-profit, ("Association") hereby certifies as follows: On December 15, 2016, a meeting of the Association Board of Directors was held, where a quorum was present after due notice, at which by the affirmative vote of a majority of the Board of Directors approved the Amended and Restated Bylaws of Gardens of Gulf Cove Property Owner's Association, Inc., as attached hereto ("Amendment"). On March 21, 2017, a meeting of the members of the Association was held, where a quorum was present after due notice, where at least a majority of a quorum of the members voting approved the Amendment, as attached hereto.

WITNESSES:

[Handwritten Signature]
Signature

John Sheehan
Print Name

[Handwritten Signature]
Signature

Brenda J Bacon
Print Name

GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation

By: *[Handwritten Signature]*

Title: President

Date: 4/11/2017

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11th day of April, 2017 by Thomas G Sullivan, President of GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION INC., on behalf of the corporation. He is (X) personally known to me or () has produced _____ as identification.



Judy L. Hollister
COMMISSION # FF104348
EXPIRES: March 20, 2018
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[Handwritten Signature]
Signature of Notary Public

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Return to:
Grigsby Law, P.A.
9240 Bonita Beach Rd., Ste. 1117
Bonita Springs, FL 34135



CERTIFICATE OF AMENDMENT
[Second Amended and Restated Bylaws of
Gardens of Gulf Cove Property Owner's Association, Inc.]

THE UNDERSIGNED, being the President of Gardens of Gulf Cove Property Owner's Association, Inc., a Florida corporation not-for-profit, ("Association") hereby certifies as follows: On December 15, 2016, a meeting of the Association Board of Directors was held, where a quorum was present after due notice, at which by the affirmative vote of a majority of the Board of Directors approved the Second Amended and Restated Bylaws of Gardens of Gulf Cove Property Owner's Association, Inc., as attached hereto ("Amendment"). On March 21, 2017, a meeting of the members of the Association was held, where a quorum was present after due notice, where at least fifty-one percent (51%) of the voting interest of the Association present (in person or by proxy) approved the Amendment, as attached hereto.

WITNESSES:

John Sheehan
Signature
John Sheehan CAN
Print Name

Brenda Bacon
Signature
Brenda → BACON
Print Name

GARDENS OF GULF COVE PROPERTY
OWNER'S ASSOCIATION, INC., a Florida
not-for-profit corporation

By: *[Signature]*
Title: President

Date: April 11, 2017

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11th day of April, 2017 by Thomas G Sullivan, President of GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION INC., on behalf of the corporation. He is personally known to me or () has produced _____ as identification.



Judy L. Hollister
COMMISSION # FF104348
EXPIRES: March 20, 2018
WWW.AARONNOTARY.COM

Judy L Hollister
Signature of Notary Public

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9240 Bonita Beach Road, Suite 1117
Bonita Springs, Florida 34135

*THIS DOCUMENT CONSTITUTES A SUBSTANTIAL REWORDING OF
THE BYLAWS AS PREVIOUSLY AMENDED. SEE PRIOR
DOCUMENTS FOR CHANGES TO PRESENT TEXT.*

**SECOND AMENDED AND RESTATED BYLAWS
OF
THE GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC.**

THESE SECOND AMENDED AND RESTATED BYLAWS of THE GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC. ("Association") are made as of this 21ST day of March, 2017.

WHEREAS, the Association wishes to amend and restate the Amended and Restated Bylaws for The Gardens of Gulf Cove Property Owner's Association, Inc. in accordance with the terms and conditions set forth below.

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Article 1. NAME, LOCATION AND DEFINITION

- 1.1 The name of the corporation is the GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"). The principal office of the corporation is located at Gardens of Gulf Cove, 6464 Coniston Street, Port Charlotte, FL 33981 but meetings of members and Directors may be held at such places within Charlotte County, Florida as may be designated by the Board.
- 1.2 The terms used in these Bylaws shall have the meanings as provided in the Second Amended and Restated Declaration of Covenants and Restrictions for the Gardens of Gulf Cove Property Owner's Association as amended, and Chapter 720 of the Florida Statutes, as amended.

Article 2. MEMBERS AND MEETINGS OF MEMBERS

2.1 Qualification.

If the Owner of a Lot is a natural person then he/she shall be a Member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Co-Ownership of a Residence is permitted, but if the proposed co-Owners are other than husband and wife, the Board shall condition its approval upon designation of one of the approved co-Owners as "Primary Occupant, and the Primary Occupant shall exercise that Lot's membership rights. If an owner of a Lot or Residence is not a natural person, the entity shall designate a natural person who shall be the "Primary Occupant", and the Primary Occupant shall exercise that Lot's membership rights. Designation of a Primary Occupant shall be upon approval of a voting certificate. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. The Declaration of Covenants and Restrictions contain further clarification on Membership.

2.2 Voting Rights.

Members shall be entitled to one (1) vote for each Lot or Residence owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If two or more Members of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. A majority of votes cast in person or by proxy at a members meeting at which a quorum is present shall be sufficient for action except where provided otherwise in these Bylaws, Articles or Declaration. No Voting Interest or consent right allocated to a Lot owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

2.3 Change in Membership.

A change in membership in the Association shall be established by the recording, in the Public Records of Charlotte County, Florida, of a deed or other instrument establishing a record title to a Lot. Thereupon the grantee in such instrument will become a Member of the Association and the membership of the prior Member shall be automatically terminated. Upon such transfer of title, the transferee shall notify the Association of such transfer.

2.4 Termination of Membership.

The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies

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which the Association may have against any former Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.5 Annual Membership Meetings.

2.5.1. Location.

The Association shall hold a meeting of its Members annually for the transaction of any and all proper business at 7:00 P.M. on the third (3rd) Tuesday of March each year at the location of the Association.

2.5.2. Election of Directors.

In addition to other necessary business matters that should be conducted at the Annual Membership Meeting, the election of Directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting in accordance with Article 4.

2.5.3. Adjournment and Reconvened Annual Meeting for Election of Directors

If the Annual Membership Meeting cannot be properly held because a quorum is not in attendance, the Annual Membership Meeting shall be closed, and a subsequent Special Membership Meeting immediately called to order for the sole purpose of electing Directors and nothing else. There is no quorum requirement for this special meeting.

2.6 Special Meetings.

Special meetings must be held when called by the President of the Board or upon written request of the Members who hold by at least twenty percent (20%) of the total Voting Interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

2.7 Notice of Meetings.

The Association shall give all Owners actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Owners not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

2.8 Quorum.

The presence at the meeting, in person or by proxy of fifteen (15%) percent of the total Voting Interests shall constitute a quorum.

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2.9 Proxy Voting.

To the extent permitted by law, Members have the right vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. The Members who are not in attendance at a meeting of the Members may vote by secret ballot for the election of directors. The ballot shall list all Director Candidates in alphabetical order. Such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the address of the Lot or Lot for which the vote is being cast, and the signature of the Lot owner casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Lot, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a Lot, the ballots for that Lot shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered.

2.10 Adjournment.

If a quorum is not present at any duly-called meeting of the Members, the majority of the voting interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned, notice of the time and place of its continuance shall be given. Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes, as amended. 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 under Section 607.0707, Florida Statutes, as amended, 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.

2.11 Order of Business.

The order of business at Member's meetings shall be substantially as follows:

2.11.1. Invocation/Pledge of Allegiance

2.11.2. Designation of Chairperson.

2.11.3. Call of the roll and certification of quorum.

If a quorum is not present refer to Section 2.5.2 for how to proceed with the election of the Directors.

2.11.4. Proof of notice of meeting or waiver of notice.

2.11.5. Reading and disposal of any unapproved minutes.

2.11.6. Election Committee.

The Chairperson introduces the Election Committee members and seeks, from the assembly, a motion and acceptance of the members.

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2.11.7. Last call for Ballots

The Chairperson calls for any additional ballots seek, from the assembly, a motion and acceptance to close the voting and to start tallying the vote.

2.11.8. Reports of officers.

2.11.9. Reports of committees.

2.11.10. Unfinished business.

2.11.11. New business.

2.11.12. Election of directors.

2.11.13. Adjournment.

If additional time is needed for voting on issues, other than the Election of the Directors, the meeting shall be adjourned to a date and time specific.

2.12 Minutes.

Minutes of all meetings of the Members and of the Board of the Association must be maintained in a business-like manner and in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

2.13 Parliament Rules.

Robert's Rules of Order (latest edition) shall be used as a guide to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. The meetings of the Members shall be conducted in accordance with these Amended and Restated Bylaws and the procedures established by the Board from time-to-time, including the form of voting documents to be used. The ruling of the Chairman of the meeting, who shall be the President of the Association unless he or the Board of Directors designates a third person, shall be binding unless contrary to law.

2.14 Right to Speak.

Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the governing documents or any rules adopted by the Board or by the membership, a Member has the right to speak for at least 3 minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with Florida law.

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Article 3. BOARD OF DIRECTORS: TERM OF OFFICE

3.1 Number and Term.

The Association's affairs shall be governed by a Board of Directors composed of seven (7) members. Each year, on the even numbered year, the Association shall elect four (4) Directors to the Board to serve a two (2) year term. Each year, on the odd numbered year, the Association shall elect three (3) Directors to the Board to serve a two (2) year term. The term of each Director's service shall extend until his/her successor is duly elected and qualified, or until he/she resigns or is recalled. The transition from nine (9) to seven (7) Directors will occur during the 2018 Annual Meeting. The terms of the three (3) Directors elected in 2017 shall expire in 2019. The positions of the other six (6) existing Directors positions shall be eliminated and replaced by the election of four (4) Directors to serve a two (2) year term.

3.2 Eligibility.

Eligibility to be a candidate for and to serve on the Board of Directors is limited to: (i) Owners or the spouse of a Member of the Association; (ii) natural persons; (iii) persons 18 years of age or older; (iv) persons who have not been convicted of any felony in Florida or in a United States District or Territorial Court or of any offense in another jurisdiction that would be considered a felony if committed in Florida unless his or her civil rights have been restored for at least five years as of the date on which he or she seeks election to the board; (v) persons who have not been suspended or removed by the Florida Division of Condominiums, Timeshares and Mobile Homes; and (vi) persons who are not delinquent in the payment of any fee, fine or assessment. In addition, an elected Board member may become ineligible to remain on the Board and shall be removed automatically upon the occurrence of any of the following events during his term: (i) the sale or transfer of his Lot; (ii) conviction of a felony, or a charge of felony theft or embezzlement of Association funds, or removal from office by the Florida Department of Condominiums, Timeshares and Mobile Homes; or (iii) becoming delinquent in the payment of assessments to the Association for more than 90 days.

3.3 Removal.

In accordance with Section 720.303(10), Florida Statutes, any Director may be removed with or without cause by a vote of the majority of the members of the Association at a Special Membership Meeting called by petition of not less than twenty-five percent (25%) of the members of the Association expressly for that purpose. The members may, at a Special Membership Meeting called for that purpose, fill the vacancy on the Board caused by any such removal. When a Director has been recalled by the membership, the vacancy created by his/her removal cannot be filled with the same person as has been removed from the Board. If the members fail to fill the vacancy, then the Board may fill the vacancy as outlined in Section 3.4. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board in accordance with Section 3.4 and shall serve for the unexpired term of his or her predecessor.

3.4 Replacement.

If a vacancy occurs on the Board, unless replaced in accordance with Section 3.3, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors; provided, however, if vacancies occur as a result of a recall by Director(s) and a majority or more of the Directors are removed, the vacancies shall be filled pursuant to Chapter 720, Florida Statutes.

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3.5 Compensation.

No Director or Officer shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his or her duties. This provision shall also preclude the Board of Directors from employing a Director as a contractor, a subcontractor, an agent, or employee of the Association.

Article 4. ELECTION OF DIRECTORS

4.1 Procedures.

Elections of Directors must be conducted in accordance with the procedures set forth in the governing documents of the Association and Florida law. All Members of the Association are subject to the eligibility requirements of Section 3.2 above. The Board must be elected by a plurality of the votes cast by eligible voters. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot (e.g., drawing of a name from a hat or flipping of a coin by a neutral party). Any election dispute between a Member and the Association must be submitted to mandatory non-binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes. Such proceedings shall be conducted in the manner provided by Section 718.1255, Florida Statutes, and the procedural rules adopted by the Division.

4.2 Application Submission.

4.2.1. Application Submission Form.

The Board of Directors is responsible for developing, maintaining, and making readily available, under the Policy and Procedures documentation, an application form for members to complete who are interested in being elected to a Director's position. The application shall include any information about themselves to help the members in the election process.

4.2.2. Application Submission Schedule.

Prior to the annual elections, the Board shall announce a schedule of events leading up to the Annual Membership Meeting; including the last date for application submissions for Director candidates (see Paragraph 4.2.4 below).

4.2.3. Application Information and Verification.

The Board shall verify if the applicant(s) meet the requirements to become a Director before their name is included on the ballot.

4.2.4. Nominations of Directors.

The Board of Directors generally recruit and encourage eligible persons to run as candidates for election to the Board. Any eligible person desiring to be a candidate must submit a self-nomination, in writing, not less than forty days (40) prior to the scheduled election and shall be entitled to be listed on the ballot. No nominations are allowed from the floor. (See Section 4.2.1 for additional instructions.)

4.3 Notice and Election.

The Board shall be elected by written ballot, voting machine, or electronic voting. Proxies shall in no event be used in electing the Board in general elections. However, limited proxies may be used to fill vacancies caused by recall. Not less than sixty (60) days before a scheduled

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election, the Association shall mail, or by electronic transmission or deliver, whether by separate Association mailing or included in another Association mailing, to each Member entitled to vote, a first notice of the date of the election, the form to apply for a Director position pursuant to Section 4.2, and deadline for submitted the form. Any Member desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. The costs of mailing or delivery and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. No Member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the Annual Meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

Article 5. MEETINGS OF DIRECTORS AND COMMITTEES

5.1 Open to Owners; Owner Rights at Meetings.

Except as otherwise permitted by Florida law, meetings of the Board of Directors and committees at which a quorum of the members are present shall be open to all Owners. Any Owner may tape record or videotape meetings of the Board of Directors and committees. The right to attend Board of Directors meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the tape recording and videotaping of the meeting and the frequency, duration, and manner of Owner statements.

5.2 Board Meetings.

Meetings of the Board of Directors shall be called as needed at such time and place by the President or by a majority of the Directors. Notice of meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, facsimile (FAX) or electronic transmission at least two (2) days (48 hours) prior to the day named for such meeting.

5.3 Organizational Meeting.

The organizational meeting of the Board of Directors shall be held immediately following the Annual Membership Meeting for the purpose of selecting officers, unless otherwise noticed.

5.4 Notice to Members.

5.4.1. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously at least 48 continuous hours preceding the meeting except in an emergency. All meetings of the Board shall be open to the membership except for meetings 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 or personnel matters.

5.4.2. Any item not included in the notice may be taken up on an emergency basis by at least a majority of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

5.4.3. The Board shall, by duly adopted rule, designate a specific location upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

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5.4.4. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this Section. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this Section, unless those meetings are exempted from this Article by these Bylaws. Social Clubs, unless otherwise required by the Board, shall be exempt from this section as long as the meeting does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget.

5.4.5. Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Residence use will be considered, shall be mailed, electronic transmission, or delivered to the Owners and posted conspicuously not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association.

5.5 Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present or via the use of a speaker-phone at a duly held meeting at which a quorum is present shall be regarded as the act of the Board

5.6 Voting.

A Director may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers or to fill a vacant Director position, see Section 3.4. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to a specific Lot or residential property owned by a Member of the community. A Director who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she does not vote because of an asserted conflict of interest. A Director who abstains from voting shall be presumed to have taken no position with regard to the action. A vote or abstention for each Director present shall be recorded in the minutes. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to the aesthetics of any proposed building plans for a specific parcel of residential property owned by a Member of the community.

5.7 Adjourned Meetings.

The majority of Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened later at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

5.8 Presiding Officer.

The presiding officer of the Board of Directors at meetings shall be the President or, in his absence, the Vice President. If neither is present, the presiding officer shall be selected by a majority vote of the directors present.

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5.9 Board Meeting Minutes.

Board meeting minutes shall be kept in a book available for inspection by the membership. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

5.10 Committees.

The Board of Directors may appoint from time to time such standing and temporary (ad hoc) committees as it may deem necessary and convenient for the efficient operation of the Association. Each committee shall have the powers and duties assigned to it in the resolution creating the committee or subsequent resolutions. Meetings of a committee to take final action on behalf of the Board or to make recommendations to the Board regarding the Association budget must be posted and conducted with the same formalities as provided elsewhere in these Bylaws for Board meetings. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are exempted from the Notice provisions of Section 5.4.

5.10.1. Audit Committee.

The Audit Committee, working in conjunction with the Treasurer, shall review the annual budget and financial statements; shall review the system of internal control and procedures for safeguarding the assets of the Association and make recommendations to the Treasurer or to the Board of Directors regarding same. The Audit Committee shall also provide assistance as may be needed in carrying out fiscal functions. The Treasurer shall be ex officio member of the committee.

5.10.2. Compliance Committee.

The Compliance Committee shall have the duties and functions applicable to all properties within the Association and shall watch for any activities which may adversely affect the residential value of the properties.

5.10.3. 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.

5.10.4. Other Committees.

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

Article 6. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

6.1 Budgets and Assessments.

To adopt budget and make and collect general maintenance and special assessments annually against owners to defray the costs of the Association, subject to any limitations in the Declaration of Covenants and Restrictions.

6.2 Allocation of Funds.

To use/ the proceeds of assessments in the exercise of its powers and duties.

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6.3 Maintenance.

To maintain, repair, replace, and operate the Property, as provided in the Declaration of Covenants and Restrictions.

6.4 Rules.

To enact Rules and Regulations concerning the transfer, use, appearance, and occupancy of the Property subject to any limitations contained in the Declaration of Covenants and Restrictions.

6.5 Casualty Repair.

To reconstruct any Association property improvements after casualty and to further improve the Property.

6.6 Approval of Transfers.

To approve or disapprove proposed transactions or transfers of title in the manner provided by the Declaration of Covenants and Restrictions, and to charge a preset fee (as determined by the Board of Directors) in connection with such right of approval in an amount up to the maximum provided by law.

6.7 Enforcement.

To enforce by legal means the provisions of applicable laws and the Governing Documents, and to interpret said Governing Documents, as the final arbiter of their meaning.

6.8 Management.

To contract for management of the Property.

6.9 Insurance.

To carry insurance for the protection of the common area and Association against casualty and liabilities.

6.10 Utilities.

To pay the cost of all utility services rendered to the Common Area and not billed to owners of individual dwelling units.

6.11 Employment: Recruit, Hire and Terminate.

The Board of Directors has the authority to approve all positions within the Gardens of Gulf Cove. Additionally, the Board shall insure that employees are reasonably compensated.

6.11.1. Recruit, Hire, terminate

The Community Association Manager and/or the President of the Association has the right to recruit, hire, direct, and terminate employees of the Association within the guidelines of the employee handbook.

6.11.2. Supervision.

The supervision of the Gardens of Gulf Cove employees is the responsibility of the Community Association Manager and/or President of the Association or his or her designee. Only the above person should control the actions of our employees. If there is a need to approach an employee on a subject, it should be first discussed with the aforementioned supervisor before approaching the employee(s).

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6.12 Sue, Execute Documents.

To bring and defend suits, make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its Officers and to purchase, own, lease, convey, and encumber real and personal property; to grant easements and licenses over the Property necessary or desirable for proper operation of the Property Owner's Association.

6.13 Suspend Use Rights and Levy Fines.

The Directors may, pursuant to Section 720.305, Florida Statutes, suspend, for a reasonable period of time, the rights of a member or a member's tenants, guest, or invitees or both, to use the common areas and facilities, and may levy reasonable fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and the Governing Documents, including the Rules and Regulations, by owners, occupants, licensees, tenants, and invitees.

6.14 Delegation

To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

6.15 Association as Owner's Agent.

Each Member irrevocably appoints the Association as his agent. To the extent legally permissible, the Association shall have the power and right to terminate leases of Lots, evict tenants, and prohibit access to the Association on behalf of the Member to the extent reasonably necessary to enforce the covenants, restrictions and rules applicable to the community and to prevent unreasonable disruption or annoyance to residents by tenants or guests.

Article 7. OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers.

The officers of this Association shall be a President and a Vice President, who shall at all times be Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time appoint.

7.2 Election.

The election of officers shall take place at the first organizational meeting of the Board following each annual meeting of the Members. If elected, the President and Treasurer must be a resident of the Gardens of Gulf Cove for nine (9) months each year.

7.3 Term.

Officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

7.4 Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.5 Vacancies; Abandonment; Removal from Office.

A vacancy in any office may be filled by appointment by the Board. An officer more than 90 days delinquent in the payment of regular assessments shall be deemed to have abandoned the office. An officer charged with a felony theft or embezzlement offense involving the

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Association's funds or property shall be removed from office. While a director has criminal charge pending, he or she may not be appointed or elected to a position as officer. However, should the charges be resolved without a finding of guilt, officer shall be reinstated for the remainder of his or her term of office, if any. The officer appointed to such vacancy shall serve until the next regularly scheduled election for any position.

7.6 Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 6.1.

7.7 Duties.

The duties of the officers are as follows:

7.7.1. Executive Officers.

The Executive Officer of the association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such Assistant Officers as may be desired, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting.

7.7.2. President – Powers and Duties.

The President shall be the chief executive Officer of the Association. The President shall have general supervision over the affairs of the Association. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all written instruments.

7.7.3. Vice-President – Powers and Duties.

The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.7.4. Secretary – Powers and Duties.

The Secretary shall keep the minutes of all proceedings of the Directors and the members. He/she shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He/she shall keep and have custody of the records of the Association, except those of the Treasurer. He/she shall perform all other duties incident to the office of Secretary of the Association, and as may be required by the Directors or the President. The Secretary may delegate to a qualified third party a segment of their responsibilities.

7.7.5. Treasurer – Powers and Duties.

7.7.5.1. Funds Management.

The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. All checks, electronic payment authorizations and notes of the

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Association shall require two (2) approvals, one (1) must be a signature and the other approval is either a signature or an electronic authorization by a procedure approved by the Board. One of which approval shall be that of the Treasurer. The second approval signature may be that of the President, Vice-President or the Secretary. Essential needs during the Treasurer's inability or unavailability to sign approve shall require signatures approvals of any two named Officers. If only one officer is available, the second approval may be any one of the directors.

7.7.5.2. Funds Administration.

The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association. The financial records shall be reviewed or audited by an independent accountant at the completion of each fiscal year as referenced in Paragraph 10.8 of these Bylaws. The Treasurer shall be responsible for the preparation and filing of all tax returns and financial reports for federal, state and local taxing authorities. The Treasurer shall be responsible for seeing that assessment notices and notices of other amounts due the Association are sent out in a timely manner and that collections are pursued. The Treasurer shall prepare the annual statement of financial condition of the Association, which shall be presented to the Board of Directors and to the membership at the regular Annual Meeting. The Treasurer shall serve as an ex officio member of the audit committee. The Treasurer shall also release to the membership a copy of the independent accountant's recap of the annual review or audit.

7.7.5.3. Annual Report

The Association shall prepare an annual financial report by the Annual Meeting. The Association shall, within the time limits set forth in Article 9 of these Bylaws, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The Annual Report shall include the Auditor's yearly review and comments.

7.7.5.3.1. Conformity

Financial statements presented in conformity with generally accepted accounting principles; or

7.7.5.3.2. Financial Reports

A financial report of actual receipts and expenditures, which report must show;

7.7.5.3.3. Amounts:

The amount of receipts and expenditures by classification; and

7.7.5.3.4. Balances:

The beginning and ending cash balances of the Association.

7.7.5.4. The Treasurer may delegate to a qualified third party a segment of their responsibilities.

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Article 8. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

To the fullest extent permitted by law, every officer, Director, and Association Manager of the Association shall be indemnified by the Association against all expenses and liability including reasonable attorney's fees, incurred by or imposed upon him or her in connection with any proceeding to which her or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer, Director, or Association Manager of the Association, whether or not he or she is an officer, Director, or Association Manager at the time such expenses are incurred. The foregoing right of indemnification shall not be available and the officer, Director, or Association Manager shall be liable for monetary damages as provided in Section 617.0834, Florida Statutes, as amended, if such officer or Director breached or failed to perform his or her duties as an officer, Director, or Association Manager; and the breach of, or failure to perform his or her duties constitutes: (1) a violation of the criminal law, unless the officer or director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against an officer or director in any criminal proceeding for violation of the criminal law estops that officer, director, or Association Manager from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law, but does not stop the officer, director, or Association Manager from establishing that he or she had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful; (2) a transaction from which the officer or director derived an improper personal benefit, directly or indirectly; or (3) recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Claims for reimbursement as permitted under this Section shall be paid by the Board as incurred. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such officer, director, or Association Manager may be entitled. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in favor or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Paragraph.

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Article 9. **OFFICIAL RECORDS**

9.1 Maintenance Requirements.

The Association shall maintain each of the items set forth in Section 720.303(4), Florida Statutes applicable, which constitute the official records of the Association.

9.2 Inspection and Copying of Records.

9.2.1. Official Records.

The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection and copying in the community. If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than 25 pages. The failure of an Association to provide access to the records within 10 business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.

9.2.2. Rules and Regulations.

The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not impose a requirement that a Member demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's right to inspect records to less than one 8-hour business day per month.

9.2.3. Fees.

The Association may impose fees to cover the costs of providing copies of the official records including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying.

9.2.4. Availability.

The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members and prospective Members. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members:

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9.2.4.1. Lawyer- Client privilege.

Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

9.2.4.2. Lease or Transfer

Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot.

9.2.4.3. Personnel Records

Disciplinary, health, insurance, and personnel records of the Association's employees.

9.2.4.4. Medical Records

Medical records of Members or community residents.

9.2.5. Prospective Buyer.

The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the community or the Association other than information or documents required by Chapter 720, Florida Statutes, to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

Article 10. **FISCAL MATTERS AND ASSESSMENT**

10.1 Generally.

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent.

10.2 Budget.

The Board shall, prior to the end of the fiscal year, adopt an annual budget for common expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, or another person. Refer to the Declaration of Covenants and Restriction for additional requirements. If the assessment is 110% or less than the current year

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assessment, a posting will include the date and time of the budget meeting where the board will approve said budget. The posting to be included as part of a normal Board meeting information except it will be noticed at least 15 days prior to the budget meeting. Increases exceeding 10% shall require the vote or written consent of a majority of the Voting Interests of the Association present, in person or by proxy at a meeting called for such purpose. The approved budget and Annual Assessment will be delivered, mailed or electronically sent to the membership no less than 30 days prior to the new fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and other items as provided in Chapter 720, Florida Statutes.

10.3 Assessments.

Assessments shall be made and enforced in accordance with the Declaration of Covenants and Restrictions.

10.4 Accounts.

The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications or others as shall be appropriate, when authorized and approved by the Board:

10.4.1. Common Expenses.

Common expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for common expenses in the succeeding year or to fund reserves.

10.4.2. Reserves.

As set forth below, reserves shall be established to include funds for repairs or replacements required because of damage, depreciation or obsolescence.

10.5 Reserves for Capital Expenditures and Maintenance.

10.5.1. Generally.

In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible to the extent that the governing documents do not limit increases in assessments, including reserves. If the budget of the Association includes reserve accounts, such reserves shall be determined, maintained, and waived in the manner provided in this subsection. Once the Association provides for reserve accounts in the budget, it shall thereafter determine, maintain, and waive reserves in compliance with this subsection.

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10.5.2. Mandatory Language When Not Provided.

If the budget does not provide for reserve accounts and it is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. MEMBERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.

10.5.3. Board Adopted Reserves

Board Adopted Reserves (B.A.R.) are non-statutory reserve account that the Board has established to provide funding for future maintenance projects. The purpose of creating the B.A.R. fund is to avoid having large special assessments for major repairs such as replacement of roof. Instead a small portion of the Annual Assessment is designated for the B.A.R account based on project future maintenance needs.

10.5.4. Member Provided Reserves.

The Association shall be deemed to have provided for reserve accounts when reserve accounts have been initially established by the developer or when the membership of the Association affirmatively elects to provide for reserves. If reserve accounts are not initially provided for by the developer, the membership of the Association may elect to do so upon the affirmative approval of not less than a majority of the total voting interests of the Association. Such approval may be attained by vote of the Members at a duly called meeting of the membership or upon a written consent executed by not less than a majority of the total voting interests in the community. The approval action of the membership shall state that reserve accounts shall be provided for in the budget and designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall provide for the required reserve accounts for inclusion in the budget in the next fiscal year following the approval and in each year thereafter. Once established as provided in this subsection, the reserve accounts shall be funded or maintained or shall have their funding waived in the manner provided in Chapter 720, Florida Statutes.

10.5.4.1. Amount of Reserves.

The amount to be reserved in any account established shall be computed by means of a formula that 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 of cost or useful life of a reserve item. Funding formulas for reserves authorized by this section shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets. If the Association maintains separate reserve accounts for each of the required assets, the amount of the contribution to each reserve account shall be the sum of the following two calculations: (a) The total amount necessary, if any, to bring a negative component balance to zero. (b) The total estimated deferred maintenance expense or estimated

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replacement cost of the reserve component less the estimated balance of the reserve component as of the beginning of the period for which the budget will be in effect. The remainder, if greater than zero, shall be divided by the estimated remaining useful life of the component. The formula may be adjusted each year for changes in estimates and deferred maintenance performed during the year and may include factors such as inflation and earnings on invested funds.

10.5.4.2. Pooled Reserves.

If the Association maintains a pooled account of two or more of the required reserve assets, the amount of the contribution to the pooled reserve account as disclosed on the proposed budget shall not be less than that required to ensure that the balance on hand at the beginning of the period for which the budget will go into effect plus the projected annual cash inflows over the remaining estimated useful life of all of the assets that make up the reserve pool are equal to or greater than the projected annual cash outflows over the remaining estimated useful lives of all of the assets that make up the reserve pool, based on the current reserve analysis. The projected annual cash inflows may include estimated earnings from investment of principal. The reserve funding formula shall not include any type of balloon payments.

10.5.4.3. Decreasing or Omitting Reserves.

Once a reserve account or reserve accounts are established, the Members, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Chapter 720, Florida Statutes. If a meeting of the Members has been called to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not present, the reserves as included in the budget shall go into effect.

10.5.4.4. Deposit and Use of Reserve Funds.

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 at a meeting at which a quorum is present.

10.6 Depository.

The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in Federally Insured interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

10.7 Financial Information.

By the Annual Meeting of each fiscal year, the Board shall prepare a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts. Copies of these statements shall be furnished to each Member. If called for by a majority of the voting interests present at any meeting, the Board shall present a full and clear statement of the business and condition of the Association.

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10.8 Audits and Financial Reviews.

A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Members.

10.9 Fidelity Bonds.

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

Article 11. AMENDMENTS.

11.1 Proposal.

Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition signed by not less than fifteen percent (15%) of the Voting Interests of the Members.

11.2 Adoption and Ratification.

The proposed amendments to Bylaws shall thereafter be adopted by majority of the Board and ratified by a majority of the Voting Interests present, in person or by proxy, at the annual or a special meeting of the Members. The appropriate notices and copies of the proposed amendments shall be delivered, sent by electronic transmission or mailed, to the Members not less than fourteen (14) days prior to the ratification vote of the Members. Amendments required as a result of changes in Florida Statutes or County Ordinances will not require member approval

11.3 Recordation.

A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration. The certificate must be executed by an officer of the Association with the formalities of a deed, and shall set forth the O.R. Book and Page numbers where the Bylaws are recorded in the Public Records of Charlotte County, Florida. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Charlotte County, Florida.

Article 12. NOTICES.

12.1 To the Association.

Notice to the Association as may be required herein shall be in writing and delivered or mailed to the Association at its principal place of business as shown in section 1.1

12.2 To an Owner.

Notice to any Owner herein, unless otherwise specific herein, shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Charlotte County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed recorded in the Public Records of Charlotte County, Florida, or electronic transmission if authorized by the Owner.

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Article-13. MISCELLANEOUS.

13.1 Gender.

Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

13.2 Severability.

Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

13.3 Conflict.

The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration of Covenants and Restrictions for the Property, the Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, Procedures, Policies, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations of Covenants and Restrictions. In the event of a conflict between the language in the Declaration of Covenants and Restrictions and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control:

1. Declaration of Covenants and Restrictions;
2. Articles of Incorporation;
3. Bylaws;
4. Rules and Regulations;
5. Policies; and
6. Procedures

13.4 Emergency Board Powers

In the event of any "emergency" as defined in section 13.4.7 below, the Board of Directors may exercise the emergency powers described below, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time-to-time.

13.4.1. Assistant Officers

The Board may name as Assistant Officers persons who are not Directors. The Assistant Officers shall have the same authority as the Executive Officers to whom they are assisting during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

13.4.2. Office Relocation

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

13.4.3. Emergency Meetings

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.

13.4.4. Emergency Actions

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Corporation action taken in good faith during an emergency to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

13.4.5. Emergency Liability Protection

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

13.4.6. Superseding Power

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

13.4.7. Emergency Definition

For purposes of this section only, an "emergency" exists only during a period of time that the Properties, or the immediate geographic area in which the Properties are located, is subjected to any of the following:

13.4.7.1. State of Emergency

A state of emergency declared by local civil or law enforcement authorities

13.4.7.2. Hurricane Warning

A hurricane warning declared by local civil or law enforcement authorities

13.4.7.3. Evacuation Order

A partial or complete evacuation order declared by local civil or law enforcement authorities

13.4.7.4. Disaster Area Status

The declaration of a disaster area status by either a Federal or state law enforcement authority

13.4.7.5. Catastrophic Occurrence

A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Properties, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

13.4.8. Other Emergency Conditions

An "emergency" also exists for purposes of this section 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.

Gardens of Gulf Cove Property Owner's Association, Inc.
~ A Deed Restricted Community ~

IN WITNESS WHEREOF, GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC., does hereby execute this Second Amended and Restated Bylaws by its undersigned authorized officers the date and year written above.

GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC.,
a Florida not-for-profit corporation,

By: [Signature]
Title: Chairman & President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 21st day of March, 2017 by Thomas G Sullivan, _____ President of GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC., on behalf of the corporation. He/She is () personally known to me or () has produced _____ as identification.



Judy L. Hollister
COMMISSION # FF104348
EXPIRES: March 20, 2018
WWW.AARONNOTARY.COM

[Signature]
Signature of Notary Public
Commission Expires:

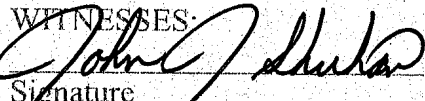


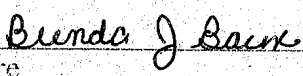
Prepared by and After Recordation
 Return to:
 Grigsby Law, P.A.
 9240 Bonita Beach Rd., Ste. 1117
 Bonita Springs, FL 34135

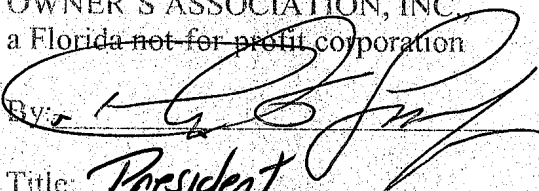
CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
 OR BOOK: 4195 PAGE 1018 PAGE: 1 OF 37
 INSTR # 2521240 Doc Type: CTF
 Recorded: 5/5/2017 at 10:27 AM
 Rec. Fee: RECORDING \$316.00
 Cashier By: BARBARAR

CERTIFICATE OF AMENDMENT
[Second Amended and Restated Declaration of Covenants and Restrictions for
Gardens of Gulf Cove]

THE UNDERSIGNED, being the President of Gardens of Gulf Cove Property Owner's Association, Inc., a Florida corporation not-for-profit, ("Association") hereby certifies as follows: On December 15, 2016, a meeting of the Association Board of Directors was held, where a quorum was present after due notice, at which by the affirmative vote of a majority of the Board of Directors approved the Second Amended and Restated Bylaws of Gardens of Gulf Cove Property Owner's Association, Inc., as attached hereto ("Amendment"). On March 21, 2017, a meeting of the members of the Association was held, where a quorum was present after due notice, where at least fifteen percent (15%) of the membership approved the Amendment, as attached hereto.

WITNESSES:

 Signature
 John Sheehan CAM
 Print Name


 Signature
 Brenda J Balow
 Print Name

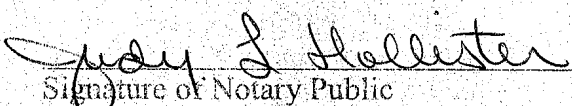
GARDENS OF GULF COVE PROPERTY
 OWNER'S ASSOCIATION, INC.
 a Florida not-for-profit corporation
 By: 
 Title: President
 Date: April 11, 2017

STATE OF FLORIDA
 COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11th day of April, 2017 by Thomas G Sullivan, President of GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION INC., on behalf of the corporation. He is (X) personally known to me or () has produced _____ as identification.



Judy L. Hollister
 COMMISSION # FF104348
 EXPIRES: March 20, 2018
 WWW.AARONNOTARY.COM


 Signature of Notary Public