

***The Gardens of Gulf Cove***

6464 Coniston Street, Port Charlotte, FL 33981

*-- A deed restricted community --*

*AMENDED AND RESTATED*

# **BYLAWS**

*of the*

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

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### **1.0 ASSOCIATION IDENTITY**

These are the Bylaws of Gardens of Gulf Cove Property Owner's Association, Inc., a not-for-profit Florida Corporation (hereinafter the "Association") formed for the purpose of administering Gardens of Gulf Cove (hereinafter "the Property") upon the lands described in the Declaration of Covenants and Restrictions recorded in O.R. Book 409, commencing at Page 496 of the Public Records of Charlotte County, Florida. Every person, who is a record owner in any Lot that is subject by the Covenants of record to assessments of this Association, shall be a member of the Association.

#### **1.1 Principal Office**

The principal office of the Association is located at Gardens of Gulf Cove, 6464 Coniston Street, Port Charlotte, FL 33981.

#### **1.2 Definitions**

All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Amended and Restated Declaration of Covenants and Restrictions, the Articles of Incorporation for the Association, and the Florida Homeowners Association Act, Chapter 720.301, et. seq., Florida Statutes, all as amended from time-to-time. Reserved words used within this document are always capitalized. A list of these words and their meaning are listed in Attachment #1.

#### **1.3 Governing Documents**

The term Governing Documents shall mean the current copy of the Covenants and Restrictions, the Articles of Incorporation, these Bylaws, and the Rules and Regulations of the Association.

#### **1.4 Implementing Documents**

The term Implementing Documents shall mean a set of documents known as the Board Policies and Procedures. These documents are developed, published and maintained by the Board of Directors on behalf of the Association's membership, and are amended by the Board from time-to-time. These documents provide details to implementing the Governing Documents (see Paragraph 1.3 above) in a consistent and uniform manner. An index of the Implementing Documents can be reviewed at the Association's office.

### **2.0 MEMBERSHIP MEETINGS**

There must be an Annual Membership Meeting each year to conduct and to transact business matters that the membership is authorized to transact. This section outlines the conductance of the Annual Membership Meeting.

#### **2.1 Membership Meeting - Date and Location**

The Annual Membership Meeting shall be held at 7:00 p.m. on the 3rd Tuesday of March each year at the location of the Association. In the event of unusual circumstances (i.e., primary location is not available because of damage/construction, or there is insufficient space available, etc.), another suitable location may be needed as directed by the Board.

#### **2.2 Notice of Membership Meetings**

The Secretary shall give notice of all Annual and Special Membership Meetings, stating the time and place of the meeting, and the notice shall be sent to each unit owner, unless waived in writing, at least 14 days prior to the Annual Meeting, or otherwise if so directed by the Florida State Statutes, as amended from time-to-time. Notice shall be given by mail, postage thereon fully prepaid to the last known address of the person on the books of the Association.

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It is the member's responsibility to insure the Association has a current mailing address at all times. Failure to maintain a current address shall result in official mail being sent to the last known address, and shall constitute a lawful notice by the Association. Hand delivery is acceptable where permissible by law. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

### **2.3 Membership Meeting - Election of Directors**

In addition to other necessary business matters that should be conducted at an Annual Membership Meeting, the Association shall elect Board of Directors as outlined herein, with or without a quorum. If there is no quorum, 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.

With the potential of a quorum not being attained, this Special Membership Meeting shall be announced in the Annual Membership Meeting notification package sent to all members, thereby fulfilling the prior meeting notification requirements outlined herein. This Special Membership Meeting shall have a minimum participation of ten percent (10%, or 99 members) when the tally is made that includes the members in attendance as well as members participating through valid proxies.

If a quorum is attained for the Annual Membership Meeting, then this Special Membership Meeting shall be cancelled at the beginning of the Annual Meeting. See Paragraph 2.9 for additional information on election of Directors, and 2.5 for additional information regarding quorums.

#### **2.3.1 Election of Officers**

If elected an Officer (President, Vice President, Secretary, Treasurer) by the Board of Directors, he/she must be a full-time resident of the Gardens of Gulf Cove. (See Attachment 1 - Reserved words and meanings.)

### **2.4 Membership Meeting - Election Procedures**

#### **2.4.1 Notice and Procedure**

The regular election of Directors shall occur at, or in conjunction with, the Annual Meeting (see Paragraph 2.3 above).

#### **2.4.2 Election Voting Packet**

Owners shall elect Directors by the use of a voting package provided by the Association. The voting package consists of the following, as amended from time-to-time by the Florida State Statutes:

##### **2.4.2.1 Ballot & Envelope**

A ballot to vote for Directors, and an envelope to contain the completed ballot.

##### **2.4.2.2 Proxy & Envelope**

A proxy for signature and an envelope to contain the signed proxy.

##### **2.4.2.3 Return Envelope**

A return (outer) envelope for returning the completed ballot and signed proxy.

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To complete the ballot, check the Directors of choice and place the ballot in the ballot envelope and seal. To complete the proxy statement, sign on the line specified and place the proxy in the envelope and seal. Then, place the ballot and proxy envelopes in the larger return (outer) envelope and seal. The outer envelope shall come with the owner's name and address (block & lot number) preaddressed on the outside. The name and address must remain on the outer envelope or the ballot and proxy will be discarded. The outer envelope shall be addressed to the Association and mailed or hand-delivered to the Secretary, GGCPA, 6464 Coniston Street, Port Charlotte, Florida 33981, or otherwise as directed in the Voting Packet.

### **2.4.3 Ballot Processing**

The ballot prepared for the Annual Meeting shall list all Director Candidates in alphabetical order. Proxies shall be mailed to all members with notice of the Annual Meeting and may be returned to the Association prior to the meeting, or cast at the beginning of the Annual Meeting (or at the Last Call for Ballots).

### **2.4.4 Election Votes**

Directors are elected by the greatest margin of votes cast.

### **2.4.5 Tie Votes**

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).

### **2.4.6 Additional Procedures**

The Board of Directors may adopt additional procedures to ensure a fair election.

## **2.5 Membership Meeting - Quorum Requirements**

The percentage of voting interests required to constitute a quorum at a meeting of the members is fifteen percent (15%, or 148 members) of the total voting interests. Unless otherwise provided in the Declaration, Articles or in Section 720, Florida Statutes, decisions made by a majority of the voting interests present and voting in person or by proxy at a meeting at which a quorum is present shall be binding and sufficient for all purposes.

## **2.6 Membership Meeting - No Quorum Procedures**

If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time-to-time until a quorum is present, according to the procedures set forth in Paragraph 2.5 above.

## **2.7 Membership Meeting - Action Without a Meeting**

In spite of anything to the contrary herein and to the extent lawful, any action required to be taken at any Annual or Special Meeting of members, or any action which may be taken at any Annual or Special Meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken is signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.



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### **2.8 Order of Annual Membership Meeting**

The order of business at Annual Membership meetings and, as far as applicable at all other members' meetings, shall be:

#### **2.8.1 Invocation/Pledge of Allegiance**

The meeting's opening event.

#### **2.8.2 Meeting Chairperson**

Election of Chairperson of the meeting, unless the President or Vice-President of the Association is present then he/she shall preside. The Chairperson may appoint a parliamentarian to assist in the conduct of the Association meetings.

#### **2.8.3 Establishing a Quorum**

The Chairperson conducts a calling of the roll, certifying of proxies, or other means of establishing a quorum (15%). If a quorum is not attained, the Chairperson shall proceed as follows: a) adjourn the meeting from time-to-time (see Paragraph 2.9 below) until a quorum is obtained, and b) immediately proceed with the scheduled Special Membership Meeting (see Paragraph 2.3 above), using election procedures outlined in this document. A recessed Annual Meeting shall not preempt the holding of the scheduled Special Membership Meeting. If the Special Membership Meeting fails to assemble the minimum number of voting interests for electing Directors (10%), then the Chairperson shall adjourn the meeting from time-to-time (see Paragraph 2.9 below) until the minimum voting interests are assembled to elect Directors. In the event that there is both a recessed Annual Meeting and a recessed Special Meeting for lack of required voting interests, the first reconvened meeting that has the required voting interests is the meeting at which the Directors shall be elected. If a quorum is not obtained at the Annual Meeting, the Chairperson shall liberally engage in recessed meetings and aggressively exhaust all reasonable means to obtain a quorum expeditiously for the Association members to conduct its annual business.

#### **2.8.4 Proof of Meeting Notice**

The Chairperson provides proof of notice of meeting or waiver of notice.

#### **2.8.5 Unapproved Minutes**

The Secretary reads any unapproved minutes, and the Chairperson disposes of the minutes according to the order of the meeting.

#### **2.8.6 Election Committee**

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

#### **2.8.7 Nominating Committee & Slate of Candidates**

The Chairperson introduces the members of the Nominating Committee and seeks any nominations from the floor. Once the nominations are closed, the Chairperson seeks a motion and vote on accepting the slate of candidates, then announces the Last Call for ballots.

#### **2.8.8 President's General Comments**

The President renders general comments on the state of the Association.

#### **2.8.9 Committee Reports**

Committee chairpersons render reports on their area of responsibility.

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### **2.8.10 Unfinished Business**

The Chairperson presides over unfinished business matters.

### **2.8.11 New Business**

The Chairperson presides over new business of the meeting, and conducts the actions of the assembly (motions, debates and voting) as needed.

### **2.8.12 Election Results**

The Chairperson announces the results of the election.

### **2.8.13 Adjournment**

The Chairperson adjourns the meeting at the close of business.

## **2.9 Membership Meeting Adjournment**

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. Otherwise, additional notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes, as amended from time-to-time, and Paragraph 2.2 of these Bylaws. 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 pursuant to Section 617.0707, Florida Statutes, as amended from time-to-time, 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.

## **2.10 Indivisible Vote**

Each dwelling unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote will not be counted as to the issue upon which disagreement exists. Voting certificates are not required.

## **2.11 Proxies**

Owners may vote on any matter in person or by proxy. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

## **2.12 Special Membership Meetings**

Special Membership Meetings shall be held whenever called by the President or by a majority of the Board of Directors and shall be called by the President when requested by written notice from 15% of the voting interests of the Association. Notice of Special Membership Meetings must include a description of the purpose or purposes for which the meeting is being called.

## **3.0 BOARD OF DIRECTOR'S MANAGEMENT**

### **3.1 Director Prerequisites**

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### **3.1.1 Director Qualifications**

All Directors shall be qualified members of the Association. The spouse of a member is eligible to be elected/appointed to a Director's position, even though the spouse is not listed on the property deed.

### **3.1.2 Director in Good Standing**

Any member seeking election to the Board must be in good standing with the Association, without any overdue assessments, fines, liens against their property, or any other active legal matters. All candidates shall be over the age of 18 without any felony history or current subpoenas by enforcement authorities.

## **3.2 Resume Submission for Director's Position**

### **3.2.1 Resume' Submission Form**

The Board of Directors is responsible for developing, maintaining, and making readily available, under the Policy and Procedures documentation, a resume' form for members to complete who are interested in being elected to a Director's position.

### **3.2.2 Resume' 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 resume' submissions for Director candidates (see Paragraph 3.2.5 below).

### **3.2.3 Resume' Skill-set Needs**

When calling for resume' submissions, the Board may simultaneously publish any specific skill-sets and/or experience levels needed by the Board to properly conduct the management affairs of the Association. The Board shall seek inputs from the Association membership in drafting desired candidate qualifications.

### **3.2.4 Resume' Information and Verification**

Resume' information (education, experience level, leadership qualifications, ability to work under stress, ability to promote harmonious working relationships, references, and other related information) must be accurate and reasonably verifiable by the Association. The Board shall make reasonable attempts to verify the information prior to posting the resumes' for membership review. If the resume' information cannot be verified, the Board should annotate the resume' accordingly to help members make informed decisions. Also, the reason for the information not being verified (e.g., insufficient time, contact difficulty, no response from references, etc.) should be annotated along with the resume'.

### **3.2.5 Nominations Committee**

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 may submit a self-nomination, in writing, not less than forty-five days (45) prior to the scheduled election and shall automatically be entitled to be listed on the ballot. (See Paragraph 3.2.1 for additional instructions.)

## **3.3 Board of Directors Meetings**

### **3.3.1 Regular Meetings**

Regular meetings of the Board of Directors shall be held monthly at such time and place as shall be determined from time-to-time by a majority of the Directors. Notice

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of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, telecopier (FAX) or electronic transmission at least two (2) days (48 hours) prior to the day named for such meeting.

**3.3.2 Special Meetings**

The President may call a Special Board Meeting. Also, two (2) or more Directors may call a Special Board Meeting. The Directors shall notify the Secretary via a written request. The Secretary, then, shall send notice to all Board members. The announcement shall be given to allow not less than two days (48 hours) notice of the meeting (except in an emergency as outlined in Paragraph 12.7 herein). The notice shall be given to each Director personally or by postal or electronic mail, telephone, or telecopier (FAX), which notice shall state the time, place, and purpose of the meeting.

**3.3.3 Officer Election Meeting**

The first organizational meeting of each newly elected Board of Directors shall be held immediately following the Annual Meeting for the purpose of electing Officers, unless otherwise noticed.

**3.3.4 Board Meetings Notice to Owners**

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. Notices of all Board meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of the meeting, except in an emergency (reference Paragraph 12.7 herein). In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting shall be mailed, hand-delivered, or electronically transmitted to each member at least seven (7) days before the meeting, except in an emergency.

**3.3.5 Meeting Waiver Notice**

Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.3.6 Board Meetings, Quorum, and Voting**

A quorum at Board Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting in person or via the use of a speaker-phone shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. A director cannot delegate his voting rights to a spouse. Only elected or appointed Director's may vote at a Board meeting. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time-to-time until a quorum is present. At any adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted. Absent Directors may later sign written joinder and consent forms in Board actions, but such joinder and consent forms may not be used for purposes of creating a quorum.

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### **3.3.7 Board Meeting Presiding Officer**

The presiding Officer at Directors' meetings shall be the President, and in his/her absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their members to preside.

### **3.3.8 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.

## **3.4 Board of Directors Administration**

### **3.4.1 Number and Term Length**

The Association's affairs shall be governed by a Board of Directors composed of nine (9) members. Each year, on the odd numbered year, the Association shall elect up to three (3) Directors to the Board to serve a three (3) year term. Each year, on the even numbered year, the Association shall elect up to three (3) Directors to the Board to serve a three (3) year term. The election of Directors shall take place at the Annual Membership Meeting, and shall be conducted with or without a quorum as outlined in 2.3 above. 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 (see Paragraph 3.4.2 below).

### **3.4.2 Removal of Directors**

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 not less than twenty-five percent (25%) of the members of the Association expressly for that purpose. Alternatively, any Director may be removed with or without cause by using the standard petition agreement form, complete with valid signatures and associated information, by not less than twenty-five percent (25%) of the members of the Association. The members may, at a Special Membership Meeting called for that purpose, fill the vacancy on the Board caused by any such removal. If the members fail to fill the vacancy, then the Board may fill the vacancy as outlined in Paragraph 3.4.3 below.

### **3.4.3 Filling Director Vacancies**

Vacancies in the Board of Directors may be filled by appointment by a majority vote of the remaining Directors for the remainder of the un-expired term as provided in Paragraph 3.4.2, provided that 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 a Director is absent from three consecutive board meetings, he or she could be replaced at the end of the third meeting (however, extenuating circumstances may apply).

### **3.4.4 Director Compensation**

Directors and Officers shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred or in accordance with Florida Statute 617.0302. 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.

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### **3.4.5 Board of Director's Committees**

The Board may, by resolution, appoint either Standing Committees or Temporary Committees. Any committee shall have and may exercise such powers, duties, and functions as determined by the Board. If required by law, the notice requirements of Paragraph 3.3.4 above shall apply to the meetings of any such committee. The committees are listed in the Board Policies & Procedures documents, titled "Standing Committees", and are amended by the Board from time-to-time. Attachment #2, attached, lists the Standing Committees of the Association.

## **4.0 BOARD OF DIRECTORS POWERS AND DUTIES**

All of the powers and duties of the Association existing under Chapters 617 and 720, Florida Statutes, the Declaration of Covenants and Restrictions, the Articles of Incorporation, these Amended and Restated Bylaws, and the Rules and Regulations of the Association, all as amended from time-to-time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners where such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

### **4.1 Budgets and Assessments**

To adopt budgets 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.

### **4.2 Allocation of Funds**

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

### **4.3 Maintenance**

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

### **4.4 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.

### **4.5 Casualty Repair**

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

### **4.6 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.

### **4.7 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.

### **4.8 Management**

To contract for management of the Property.

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### **4.9 Insurance**

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

### **4.10 Utilities**

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

### **4.11 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. 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.

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).

### **4.12 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 Owners' Association.

### **4.13 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. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

#### **4.13.1 Notice and Review of Fines**

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. It is the member's responsibility to insure the Association has a current mailing address at all times. Failure to maintain a current address shall result in official mail being sent to the last known address, and shall constitute a lawful notice by the Association.

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### **4.13.2 Interest Penalty Without a Hearing**

The requirements of this subsection do not apply to the imposition of suspensions or interest penalty upon any member because of the failure of the member to pay assessments or other charges (legal fees and miscellaneous expenses) when due which may be levied or imposed without a hearing.

### **4.13.3 Common Area Rights Under Suspension**

Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

### **4.13.4 Voting Rights Under Suspension**

The Association may not suspend the voting rights of a member, unless otherwise permitted by law.

## **5.0 OFFICERS**

### **5.1 Executive Officers**

The Executive Officers 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. Any person may hold two or more offices except that the President shall not also be the Secretary.

### **5.2 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.

### **5.3 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.

### **5.4 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.

### **5.5 Treasurer – Powers and Duties**

#### **5.5.1 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

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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 and notes of the Association shall require two (2) signatures, one of which shall be that of the Treasurer. The second signature may be that of the President, Vice-President or the Secretary. Essential needs during the Treasurer's inability or unavailability to sign shall require signatures of any two named Officers. The Treasurer may delegate to a qualified third party a segment of their responsibilities.

### **5.5.2 Funds Administration**

The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association. The books shall be reviewed or audited by an independent accountant at the completion of each fiscal year. 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 accountants recap of the annual review or audit.

## **5.6 Indemnification of Directors and Officers**

### **5.6.1 Indemnity**

The Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or committee member of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. 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. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

### **5.6.2 Defense**

To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 5.6.1 above, or in defense of any claim, issue, or matter

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therein, he shall be indemnified against expenses (including attorney's fees), actually and reasonably incurred by him in connection therewith.

### **5.6.3 Advances**

Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Paragraph 5.6.

### **5.6.4 Miscellaneous**

The indemnification provided by Paragraph 5.6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall continue to the benefit of the heirs and personal representatives of such person.

### **5.6.5 Insurance**

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.

### **5.6.6 Amendment**

In spite of anything to the contrary herein, the provisions of Paragraph 5.6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment, except as provided in Paragraph 9.5.

### **5.7 Delegation**

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

## **6.0 MINUTES AND INSPECTION OF RECORDS**

### **6.1 Form of Minutes**

Minutes of all meetings of the members of the Association and of the Board of Directors of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time.

### **6.2 Records Availability**

The official records shall be maintained within the State of Florida and shall 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. The charge for photocopies is covered by paragraph 6.3, as determined by the Board. The Association shall be required to make available to prospective purchasers of Lots current copies of the Declaration, Articles, and Bylaws, and the most recent annual financial statement of the

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Association. The Association shall maintain each of the following items that constitute the official records of the Association.

### **6.2.1 Common Area Documents**

Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.

### **6.2.2 Articles of Incorporation (AOI)**

A copy of the AOI of the Association and of each amendment thereto.

### **6.2.3 Covenants**

A copy of the Declaration of Covenants and Restrictions and a copy of each amendment thereto.

### **6.2.4 Bylaws**

A copy of the Bylaws of the Association and of each amendment to the Bylaws.

### **6.2.5 Rules and Regulations**

A copy of the current rules and regulations of the Homeowners' Association.

### **6.2.6 Policies and Procedures**

A copy of the Board of Directors' Policies and Procedures documents and changes thereto.

### **6.2.7 Meeting Minutes**

The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.

### **6.2.8 Member Roster**

A current roster of all members and their mailing addresses and parcel identifications.

### **6.2.9 Insurance Policies**

All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

### **6.2.10 Contracts**

A current copy of all contracts, including a copy of business license and current insurance, to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year. Bids shall only be released subsequent to the issuance of a contract or cancellation of the invitation to bid by the Board.

### **6.2.11 Financial Documents**

The financial and accounting records of the Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

**6.2.11.1 Record Details:** Accurate, itemized, and detailed records, available to the member upon request, of all receipts and expenditures.

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**6.2.11.2 Member Statements:** A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

**6.2.11.3 Tax/Financial:** All tax returns, financial statements, and financial reports of the Association, including the Auditor's yearly review).

**6.2.11.4 Other Documents:** Any other records that identify, measure, record, or communicate financial information.

### **6.3 Reproduction Costs**

The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. Absent to a contrary provision by the Board, copies will be made at up to 50 cents per page as established by the Board of Directors. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

## **7.0 FISCAL MANAGEMENT**

Fiscal management shall be in accordance with the following provisions herein, and subject to any limitations contained in the Declaration of Covenants and Restrictions.

### **7.1 Budget**

The Board shall adopt an annual budget to include capital reserves. The proposed 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 meeting at which the budget is to be discussed and/or adopted must be posted or mailed as set forth in Paragraph 3.3.4, and the notice must include a statement that the budget will be considered. Copies of the proposed budget will be made available to members at the meeting. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. If requested, in writing, the copy must be provided to the member within the time limits set forth in Paragraph 6.2 of these Bylaws. Every effort should be made to comply with the approved budget.

### **7.2 Annual Report**

The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall, within the time limits set forth in Paragraph 6.2 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. The financial report must consist of either:

#### **7.2.1 Conformity**

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

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### **7.2.2 Financial Reports**

A financial report of actual receipts and expenditures, cash basis, which report must show:

**7.2.2.1 Amounts:** The amount of receipts and expenditures by classification; and

**7.2.2.2 Balances:** The beginning and ending cash balances of the Association.

### **7.3 Assessments**

The annual assessment of the Members for the common expenses is due January 1<sup>st</sup> of each year and due and payable in full by February 28<sup>th</sup> of each year for the record property owner(s).

### **7.4 Special Assessments**

Assessments for Association expenses, which are not provided for and funded in the budget or an amendment to the budget, may be made by the Board of Directors, and the time of payment, shall likewise be determined by the Board of Directors. Membership approval, as provided in Declaration of Covenants and Restrictions may be obtained where required.

### **7.5 Assessment Roll**

The assessments for Association expenses and charges shall be set forth upon a roll of the Dwelling Units which shall be available for inspection at all reasonable times by Members. Such roll shall indicate for each Dwelling Unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Dwelling Unit's account may be relied upon for all purposes by any person for whom made.

### **7.6 Liability for Assessments and Charges**

A Member shall be liable for all assessments and charges coming due while the owner of a Dwelling Unit, and such Member and Member's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Association property or by abandonment of the Dwelling Unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Dwelling Unit by foreclosure, or deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments, charges, or share of the common expenses that became due prior to the acquisition of title.

### **7.7 Liens for Assessments**

The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection (including those incurred prior to lien preparation), shall be secured by a continuing lien upon the dwelling unit, and any tangible personal property located in the unit. The effective date of the lien shall relate back to the filing of the Original Declaration, and shall be superior to all other liens, except first mortgages, taxes, and any lien afforded priority by law.

### **7.8 Lien for Charges**

Unpaid charges and fines due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the

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Dwelling Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

### **7.9 Collection: Interest; Administrative Late Fee; Application of Payments**

Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from the date due until paid. In addition to such interest the Association will charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the assessment payment first due. Returned checks for any fees paid to the Gardens of Gulf Cove will be charged a \$35.00 + cost of living adjustment for administrative processing.

### **7.10 Collection Enforcement**

The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Dwelling Units and may withhold approval for the sale, lease, or other transfer of a unit, or any interest therein, until all past due assessments, interest, late fees, costs, and attorney's fees have been paid in full.

### **7.11 Association Depository**

The depository of the Association shall be a bank or banks or state or federal savings and loan Associations with offices in Florida and other insured depositories as shall be designated from time-to-time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

### **7.12 Commingling of Funds Prohibited**

All funds shall be maintained separately in the Association's name. No community Association manager or business entity required to be licensed or registered under Section 468.432 of the Florida Statutes, and no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other homeowners' Association or community Association as defined in Section 468.431 of the Florida Statutes, or with those of any other entity.

### **7.13 Fidelity Bonds**

Fidelity bonds may be obtained by the Board of Directors for all Officers and Directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors.

## **8.0 PARLIAMENTARY 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

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ruling of the Chairman of the Members' meetings, 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.

**9.0 BYLAWS AMENDMENTS**

Amendments to the Bylaws, not controlled under Paragraph 9.5, shall be proposed in the following manner:

**9.1 Notice**

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

**9.2 Initiation**

An amendment may be proposed by either a majority of the Board of Directors or by fifteen percent (15%) of the voting interests of the Association.

**9.3 Percentage Vote**

A resolution adopting a proposed amendment must receive approval of fifty-one (51%) of the voting interest of the Association present (in person or by proxy) and voting at a duly called meeting at which a quorum is present. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

**9.4 Effective Date**

An amendment to the Bylaws shall become effective only after being recorded in the Public Records of Charlotte County, Florida.

**9.5 Automatic Amendment**

These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Covenants and Restrictions and the Articles of Incorporation. Whenever Chapter 617, 720 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Members, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to chapters 617 and 720 of the Florida Statutes, or other statutes or administrative regulations regulating the operation of the Association.

**10.0 DISPUTE RESOLUTION**

In accordance with Section 720.311(2)(a), Florida Statutes, disputes between the Association and a parcel owner(s) concerning covenant enforcement issues, Board meetings, membership meetings, amendments to governing documents and access to the official records, must be submitted to mediation with the Department of Business and Professional Regulation.

**11.0 MISCELLANEOUS**

The following miscellaneous provisions shall apply to these Bylaws and the Homeowners' Governing Documents.

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### **11.1 Conflicts**

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, 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; and
4. Rules and Regulations.

### **11.2 Gender**

The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

### **11.3 Severability**

In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

## **12.0 EMERGENCY BOARD POWERS**

In the event of any "emergency" as defined in Paragraph 12.7 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.

### **12.1 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.

### **12.2 Office Relocation**

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

### **12.3 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.

### **12.4 Emergency Actions**

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.

### **12.5 Emergency Liability Protection**



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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.

### **12.6 Superceding Power**

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

### **12.7 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:

#### **12.7.1 State of Emergency**

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

#### **12.7.2 Hurricane Warning**

A hurricane warning declared by local civil or law enforcement authorities

#### **12.7.3 Evacuation Order**

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

#### **12.7.4 Disaster Area Status**

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

#### **12.7.5 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.

### **12.8 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.

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### **RESERVED WORDS AND MEANINGS**

#### **Attachment #1**

(**NOTE:** The following list is for **information purposes only**. Refer to the Board Policies and Procedures document, titled "Definitions & Meeting Types", for the most recent publication of this list. The Board updates the Policy and Procedure documents from time-to-time.)

In the Bylaws reserved words are capitalized and have the following meaning:

#	TERM	MEANING
1.	Annual Meeting or Annual Membership Meeting	The meeting held annually for Association members to conduct business matters. Members may place motions before the assembly, debate the issues, and vote on matters presented. While conducted by the Board, it is a Membership Meeting and is not to be confused with a Board Meeting.
2.	Articles of Incorporation	The Articles of Incorporation (AOI), or corporate charter, is a document that establishes the homeowners association. It defines the form (non-profit), membership requirements, and the responsibility of the homeowners'. The AOI is filed with the State of Florida that grants us the right to operate as a non-profit organization to conduct affairs of the Association. The AOI is one of the Governing Documents of the Association and it is a recorded document.
3.	Association	Consists of all the owners with property located within what is commonly known as The Gardens of Gulf Cove. The owners are commonly referred to as the Association members.
4.	Board Meetings - Election of Officers	This is a closed Board meeting that immediately follows the Annual Membership meeting and is for the sole purpose of the newly elected Director's to elect who shall be the Officers of the board for the coming year. If an Officer vacancy occurs before the next Membership Meeting, the Board may meet again in a Special Board Meeting, closed session, for the sole purpose of filling the Officer vacancy, and nothing else. This is the only voting by the Board that is tallied by secret ballot.
5.	Board Meetings - Regular or Special	Board Meetings, regular or special, are called by the Board and are for the Board to discuss management matters. Members may attend, but a Board meeting is not a Membership Meeting, therefore members do not make motions or vote at a Board Meeting. The Board may seek input, and are liberally encouraged to do so, from members during the meeting. The Boards members decide on management matters by casting "open votes" at a Board Meeting.
6.	Bylaws	While the Articles of Incorporation define homeowners' responsibility, the Bylaws are a recorded document that establishes the procedures for carrying out these responsibilities. The Bylaws is a Governing Document that outlines how we as members desire our Association to be managed. The members elect a Board of Directors to manage the day-to-day operations of the Association. The Bylaws is one of the Governing Documents of the Association and it is a recorded document.
7.	Covenants, or Declaration of Covenants and Restrictions	A document known by any of the names listed in the TERM column. This document outlines the standard of appearance and living conditions that we, the Association members, desire to be maintained and enforced. The Covenants is one of the Governing Documents of the Association and it is a recorded document.
8.	Dwelling Units	Refers to houses/lots in the Gardens of Gulf Cove.

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9.	Full Time Resident	A full time resident is defined as one who lives here in the Gardens of Gulf Cove 9 + months out of the year.
10.	Governing Documents	A set of official documents (see above) that are enforceable by law in managing the Association affairs.
11.	Florida Statutes	A series of passages found in the Florida State Statutes Law that outlines the legal framework from which to manage homeowners associations. The major portion of these statutes is found in Chapters 617 and 720.
12.	Gardens of Gulf Cove	Refers to houses/lots in the Gardens of Gulf Cove.
13.	Governing Documents	These documents consist of the Articles of Incorporation, the Covenants, and the Bylaws. These are recorded documents that are clothed with legal authority.
14.	Implementing Documents	These are a set of documents, known as the Board Policy & Procedures documents, that help define the details of implementing the Governing Documents (see above). They outline matters such as which forms to complete and the manner in which to process them, and the processes to follow in conducting business with the Association. The documents are issued by the Board of Directors and are changes from time-to-time by the Board as needed. The Policy and Procedures documents are not clothed with strong presumption of validity and enforceability that accompany recorded documents. The policy and procedures are to be developed with a standard of reasonableness to ensure their compliance. These documents are not a recorded document.
15.	Last Call for Ballots	This is an event at the Annual or Special Membership meeting whereby the President/Chairperson, at the beginning of the meeting, calls for any ballots not yet cast to be rendered at that time to be counted in the tallying process.
16.	Lots	Refers to houses/lots in the Gardens of Gulf Cove.
17.	Membership Meeting	See Item #1 above.
18.	Plats	Refers to houses/lots in the Gardens of Gulf Cove.
19.	Property/Properties	Refers to houses/lots in the Gardens of Gulf Cove.
20.	Rules and Regulations	These are the supplemental restrictions authorized by an association's bylaws and recognized by state statutes. They are commonly referred to as the "rules & regulations". They specifically address lesser restrictions than found in the Covenants, such as rules of conduct around a community pool. While recognized by the Florida Statutes, they are not clothed in the same level of legal authority as Governing Documents, and they are not a recorded document. Accordingly, the law requires that they be developed to a standard of reasonableness to ensure their enforcement.
21.	Special Meetings - Membership and Board	A Special Membership Meeting may be called on behalf of the Association membership for the benefit of the membership. It is in addition to the Annual Membership meeting to address matters that should not wait for the next Annual meeting. Even though the meeting is announced and conducted by the Board, it is a Members' meeting, not a Board Meeting. The Board may also call Special Board Meetings that are separate and distinct from a Membership Special Meeting.
22.	Standing Committees	Committees that are commissioned by the Board of Directors to analyze, resolve and manage Association events and issues. These committees do not have a termination date.
23.	Temporary Committees	Committees that are commissioned by the Board of Directors to analyze, resolve and manage Association events and issues. These committees do have a defined termination date (end-date).

Amended and Restated Bylaws

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**STANDING COMMITTEES**

**Attachment # 2**

(**NOTE:** The following table is for **information purposes only**. Refer to the Board Policies and Procedures document, titled "Standing Committees", for the most recent publication of this list. The Board updates the Policy and Procedure documents from time-to-time.)

1. Activities Committee
2. Maintenance Committee
3. Architectural Committee
4. Compliance Committee
5. Audit Committee

**CERTIFICATE OF AMENDMENT  
TO:  
BY LAWS  
OF  
GARDENS OF GULF COVE PROPERTY OWNERS ACCCOCIATION, INC.  
A CORPORATION NOT FOR PROFIT**

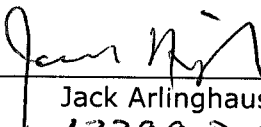
**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the Owners on March 18, 2008, by a vote of not less than a majority of the voting interests voting in person or by ballot the, **By Laws** for **GARDENS OF GULF COVE PROPERTY OWNERS ASSOCIATION, INC.** Be, and the same are hereby amended and restated as follows:

**BY LAWS**


**SEE ATTACHED EXHIBIT A.**

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 3273, PGS 1002-1030 29 pg(s)  
INSTR # 1750787  
Doc Type CTF, Recorded 03/27/2008 at 04:23 PM  
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**GARDENS OF GULF COVE PROPERTY  
OWNERS ASSOCIATION, INC.**

BY   
Jack Arlinghaus, President  
13399 DARWELL AVE  
DT. CHARLOTTE FL 33901



BY   
Marlene Schroer, Secretary

**STATE OF FLORIDA  
COUNTY OF CHARLOTTE**

I hereby certify that on the 21<sup>TH</sup> day of March 2008, this instrument was executed by JACK ARLINGHAUS, President, and MARLENE SCHROER, Secretary, of the **GARDENS OF GULF COVE PEOPERTY OWNERS ASSOCIATION, INC.**, Both of whom are personally known to me.


  
Notary Public

This document prepared  
By and return to:  
Michael E. Cripps, CAM  
6464 Coniston St.  
Pt. Charlotte, FL 33981

  
Witness



SAISHPATI SUNITA MISIR  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD428617  
EXPIRES 5/11/2009  
BONDED THRU 1-888-NOTARY1

  
Witness