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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 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

Prepared by and After Recordation
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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Grigsby Law, P.A.
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.

Article 1.	NAME, LOCATION AND DEFINITION	4
Article 2.	MEMBERS AND MEETINGS OF MEMBERS	4
2.1	Qualification.....	4
2.2	Voting Rights.....	4
2.3	Change in Membership.....	4
2.4	Termination of Membership.....	4
2.5	Annual Membership Meetings.....	5
2.6	Special Meetings.....	5
2.7	Notice of Meetings.....	5
2.8	Quorum.....	5
2.9	Proxy Voting.....	6
2.10	Adjournment.....	6
2.11	Order of Business.....	6
2.12	Minutes.....	7
2.13	Parliament Rules.....	7
2.14	Right to Speak.....	7
Article 3.	BOARD OF DIRECTORS: TERM OF OFFICE.....	8
3.1	Number and Term.....	8
3.2	Eligibility.....	8
3.3	Removal.....	8
3.4	Replacement.....	8
3.5	Compensation.....	9
Article 4.	ELECTION OF DIRECTORS.....	9
4.1	Procedures.....	9
4.2	Application Submission.....	9
4.3	Notice and Election.....	9
Article 5.	MEETINGS OF DIRECTORS AND COMMITTEES.....	10
5.1	Open to Owners; Owner Rights at Meetings.....	10

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

5.2	Board Meetings.....	10
5.3	Organizational Meeting.....	10
5.4	Notice to Members.....	10
5.5	Quorum.....	11
5.6	Voting.....	11
5.7	Adjourned Meetings.....	11
5.8	Presiding Officer.....	11
5.9	Board Meeting Minutes.....	12
5.10	Committees.....	12
Article 6.	POWERS AND DUTIES OF THE BOARD OF DIRECTORS.....	12
6.1	Budgets and Assessments.....	12
6.2	Allocation of Funds.....	12
6.3	Maintenance.....	13
6.4	Rules.....	13
6.5	Casualty Repair.....	13
6.6	Approval of Transfers.....	13
6.7	Enforcement.....	13
6.8	Management.....	13
6.9	Insurance.....	13
6.10	Utilities.....	13
6.11	Employment: Recruit, Hire and Terminate.....	13
6.12	Sue, Execute Documents.....	14
6.13	Suspend Use Rights and Levy Fines.....	14
6.14	Delegation.....	14
6.15	Association as Owner's Agent.....	14
Article 7.	OFFICERS AND THEIR DUTIES.....	14
7.1	Enumeration of Officers.....	14
7.2	Election.....	14
7.3	Term.....	14
7.4	Special Appointments.....	14
7.5	Vacancies; Abandonment; Removal from Office.....	14
7.6	Multiple Offices.....	15
7.7	Duties.....	15
Article 8.	INDEMNIFICATION OF OFFICERS AND DIRECTORS.....	17
Article 9.	OFFICIAL RECORDS.....	18
9.1	Maintenance Requirements.....	18
9.2	Inspection and Copying of Records.....	18
Article 10.	FISCAL MATTERS AND ASSESSMENT.....	19
10.1	Generally.....	19
10.2	Budget.....	19
10.3	Assessments.....	20
10.4	Accounts.....	20
10.5	Reserves for Capital Expenditures and Maintenance.....	20
10.6	Depository.....	22
10.7	Financial Information.....	22
10.8	Audits.....	23
10.9	Fidelity Bonds.....	23

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

Article 11.	AMENDMENTS.....	23
11.1	Proposal.....	23
11.2	Adoption and Ratification.....	23
11.3	Recordation.....	23
Article 12.	NOTICES.....	23
12.1	To the Association.....	23
12.2	To an Owner.....	23
Article 13.	MISCELLANEOUS.....	24
13.1	Gender.....	24
13.2	Severability.....	24
13.3	Conflict.....	24
13.4	Emergency Board Powers.....	24

Gardens of Gulf Cove Property Owner's Association, Inc.

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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

Gardens of Gulf Cove Property Owner's Association, Inc.

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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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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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

Gardens of Gulf Cove Property Owner's Association, Inc.

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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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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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).

Gardens of Gulf Cove Property Owner's Association, Inc.

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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

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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:

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

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

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:

John Sheehan
Signature
John Sheehan CAM
Print Name

Brenda J Bacon
Signature
Brenda J 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 (X) 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

After recordation, return to:
Grigsby Law, P.A.
9240 Bonita Beach Road, Suite 1117
Bonita Springs, Florida 34135

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

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION**

THIS Second AMENDED AND RESTATED DECLARATION of Covenants and Restrictions is made by GARDENS OF GULF COVE PROPERTY OWNER'S ASSOCIATION, INC., ("Association") as of this 21st day of March, 2017.

WHEREAS, General Development Corporation ("Developer") was the developer of the Gardens of Gulf Cove Property Owner's Association, a Planned Unit Development in Charlotte County, Florida and imposed certain covenants, conditions, and restrictions on the lands in the Gardens of Gulf Cove subdivision, as set forth in the Declaration of Covenants and Restrictions, dated January 22, 1973 and recorded in O.R. Book 409, Page 496 in the Public Records of Charlotte County, Florida ("Original Declaration").

WHEREAS, Developer has assigned to the Association all of its right, title and interest in and to the Original Declaration.

WHEREAS, the Original Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 555, Page 1922 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 1456, Page 590 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 1307, Page 1609 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 1689, Page 2180 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 3377, Page 1814 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 3971, Page 1444 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 3848, Page 2137 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 3862, Page 595 *et seq.*, Charlotte County Public Records.
Amendment recorded at O.R. Book 4093, Page 1427 *et seq.*, Charlotte County Public Records.

WHEREAS, the Association wishes to amend and restate the Amended and Restated Declaration of Covenants and Restrictions for The Gardens of Gulf Cove in accordance with the terms and conditions set forth below.

WHEREAS, the Gardens of Gulf Cove Subdivision has been platted, which plat appears as listed under Article II.

Gardens of Gulf Cove Property Owner's Association, Inc.

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Article 1	DEFINITIONS.....	4
Article 2	PROPERTY SUBJECT TO THIS DECLARATION.....	6
Article 3	MEMBERSHIP AND VOTING RIGHTS.....	6
3.1	Members.....	6
Article 4	ASSOCIATION'S RIGHTS AND OBLIGATIONS.....	7
4.1	General Rights and Obligations.....	7
4.2	Common Areas.....	7
4.3	Enforcement and Inaction.....	8
4.4	Maintenance, Repair and Replacement of Common Areas.....	8
4.5	Management of Common Areas.....	8
4.6	Insurance.....	9
4.7	Prohibition Against Expenditures to Abate Offsite Nuisances.....	10
Article 5	MEMBERS' RIGHTS AND OBLIGATIONS.....	10
5.1	Right to Use Common Areas.....	10
5.2	Delegation of Right.....	10
5.3	Waiver of Use.....	10
Article 6	ASSESSMENTS AND OTHER CHARGES.....	10
6.1	Assessments Established.....	10
6.2	Annual Assessment.....	11
6.3	Special Assessments.....	11
6.4	Specific Assessments.....	11
6.5	Capital Improvement Assessments.....	12
6.6	Commencement of Assessments.....	12
6.7	Uniformity of Assessments.....	12
6.8	Lien for Assessment.....	12
6.9	Remedies for Delinquency.....	12
6.10	Attachment of Rental Income When Lot or Residence is Delinquent.....	13
6.11	Application of Payments.....	13
6.12	No Waiver.....	13
6.13	Priority of the Lien.....	13
6.14	Mortgage Foreclosure.....	14
6.15	Certificate of Unpaid Assessments or Charges.....	14
6.16	Cumulative Remedies.....	14
Article 7	USE RESTRICTIONS.....	14
7.1	Residential Single-Family Use.....	14
7.2	Occupancy of Family and Guests.....	15
7.3	Nuisances.....	15
7.4	Signs/Banners.....	15
7.5	Appearance; Refuse Disposal.....	16
7.6	Maintenance of Lots.....	16
7.7	Exterior Maintenance.....	17
7.8	Square Footage, Subdividing.....	17
7.9	Combined Lots.....	17
7.10	House Numbers.....	17
7.11	Mailboxes.....	17
7.12	Windows.....	17
7.13	Utilities and Antennae.....	18
7.14	Landscaping.....	19
7.15	Parking and Storage of Vehicles.....	19
7.16	RV and Boat Storage Lot.....	20

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

7.17	Storage.....	20
7.18	Walls and Fences.....	21
7.19	Clotheslines.....	21
7.20	Animals.....	21
7.21	Firearms.....	21
7.22	Powerboats.....	21
7.23	Fishing.....	22
7.24	Outside Fireplaces and Bonfires.....	22
7.25	Drones or Unmanned Aircraft.....	22
7.26	Sheds.....	22
Article 8	COMPLIANCE CONTROLS AND APPROVALS.....	23
8.1	Plan Review.....	23
8.2	Approval.....	23
8.3	Failure to Approve.....	23
8.4	Reliance.....	23
8.5	Permits.....	24
8.6	Landscape and Environmental Issues.....	24
Article 9	ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.....	24
9.1	Compliance.....	24
9.2	Enforcement Action.....	24
9.3	Summary Abatement.....	25
9.4	Suspension of Common Area Use Rights and Fines.....	25
9.5	Non-Exclusive Remedy.....	25
9.6	Notice.....	26
9.7	Suspension of Common Area Rights.....	26
Article 10	APPROVAL OF SALE AND LEASING OF RESIDENCES.....	26
10.1	Forms of Ownership.....	26
10.2	Approval of Sale and Leasing of Residences.....	27
10.3	Unapproved Sales, Transfers, or Leases.....	29
10.4	Failure to Give Notice or Obtain Approval.....	29
10.5	Screening.....	29
10.6	Approval Application Fee.....	29
10.7	First Mortgagees.....	29
Article 11	DURATION OF COVENANTS AND AMENDMENT OF DECLARATION.....	30
11.1	Duration of Covenants.....	30
11.2	Amendment. Proposal.....	30
11.3	Amendment. Vote Required.....	30
11.4	Amendment. Certificate. Recording.....	30
Article 12	GENERAL PROVISIONS.....	30
12.1	Declaration of General Protective Covenants Run with the Land.....	30
12.2	Nonliability of the Association.....	31
12.3	Attorneys' Fees.....	31
12.4	Other Documents.....	31
12.5	Severability.....	31
12.6	Dissolution.....	31
12.7	Gender.....	31
12.8	Notices.....	31
12.9	Interpretation.....	32

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

Article 1 **DEFINITIONS**

- 1.1 See Figures B, C, D, E, and F for names of various Locations within the Gardens of Gulf Cove Subdivision.
- 1.2 **"Assessments"** mean the share of funds required for the payment of Common Expenses, which from time to time is assessed against the Lots and Owners including, but not limited to, General Assessments and Special Assessments as set forth in Section 6 below.
- 1.3 **"Association"** means The Garden of Gulf Cove Property Owner's Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- 1.4 **"Board of Directors"** or **"Board"** means the Association Board of Directors, which is responsible for the administration of the Association. It shall also refer to a designee of the Board of Directors, such as an officer, committee or the property manager, if and to the extent such delegation is set forth in this Declaration.
- 1.5 **"Committee"** means a group of Board Members, Members, or Board Members and/or Members and/or other person appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.
- 1.6 **"Common Area"** means those areas of land shown on any recorded subdivision plat of the Gardens of Gulf Cove Subdivision and improvements thereto, or which are otherwise dedicated, conveyed, leased or for which a license is granted to the Association, or dedicated to the County of Charlotte, devoted to the common use and enjoyment of all or a portion of the Members of the Association. Common Areas include, but are not limited to, swimming pools, clubhouse, recreational facilities, Roads, Sidewalks, Area between the Sidewalk and Road, and drainage Right-of-Ways.
- 1.7 **"Common Expenses"** means all expenses properly incurred by the Association in the performance of its duties, including expenses incurred by the Association in connection with its maintenance, operation and other services required or authorized to be performed by the Association, all as may be found to be reasonably necessary by the Board pursuant to the Governing Documents.
- 1.8 **"Common Surplus"** means the amounts of all receipts or revenues, including Assessments, rents, and profits, collected by the Association which exceeds the Common Expenses.
- 1.9 **"Compliance Controls and Approvals"** means and refers to the processes created pursuant to Article 8 hereof.
- 1.10 **"Gardens of Gulf Cove Subdivision"** or **"Subdivision"** means and refers to all of the land and improvements thereon which are the subject of the plat entitled Gardens of Gulf Cove, referenced in Article 2 below.
- 1.11 **"Governing Documents"** means this Declaration and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association and all Board adopted and published policies of the Association as amended from time to time.
- 1.12 **"Guest"** means any person who is not the Owner or a Tenant or a member of the Owner's or Tenant's Immediate Family, who is physically present on or occupies a Lot or Unit on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration. The Board may adopt rules and regulations pertaining to the number, length of stay and other matters pertaining to Guests.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

- 1.13 **"Invitee"** or **"Licensee"** means a person or persons expressly or impliedly allowed entry onto the Lot for the purpose of conducting business with an Owner or Occupant, or otherwise entering the Lot on a temporary basis at the expressed or implied consent of the Owner or Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.
- 1.14 **"Lease"** means the grant by an Owner of a temporary right of use of the Owner's Residence for rent or other valuable consideration; it also means the document which evidences such grant.
- 1.15 **"Lot"** means any parcel of real property within the Community, which is identified by number on the Plat on which a single-family residential building is or may be constructed.
- 1.16 **"Members"** means Owners who are entitled to membership in the Association, as such interests are set forth in Article 3 and Article 5.
- 1.17 **"Owner"** means a record title owner or persons or entities, of any Lot in the Association; provided, however, solely for the purpose of interpreting the restrictions on the use and occupancy of Residences, in cases where because of the form of Residence ownership, a Primary Occupant has been designated for a Residence, pursuant to Section 10.1 below, the word "Owner" refers to the Primary Occupant and not the record owner.
- 1.18 **"Plat"** means the Gardens of Gulf Cove subdivision plat referenced in Section 2, below.
- 1.19 **"Primary Occupant"** shall mean the natural person approved for occupancy when title to the Residence is held in the name of a trustee, corporation, partnership or other entity which is not a natural person as further described in Section 10.1 below.
- 1.20 **"Roads"** means those roads labeled street, avenue, boulevard, drive, place, court, road, terrace, way, circle, or other similar designation and depicted as such on the plat of the Gardens of Gulf Cove Subdivision hereinafter described in Section 2, which roads are available for the common use of all Owners, Guests and invitees.
- 1.21 **"Property"** or **"Properties"** shall mean and include all that certain real property located in Charlotte County, Florida, more particularly described on the recorded plat of the Gardens of Gulf Cove and all real property made a part of the Association.
- 1.22 **"Recreational Vehicles"** means travel trailers, motor homes, tent trailers, boats, 5th wheels, trailers of any type, car haulers, campers or other water craft, or other type of transportation devices that may be defined as vehicles at the sole discretion of the Association and without regard to any other definition established by any government authority or the manufacturer.
- 1.23 **"Residence"** means the residence constructed upon a Lot.
- 1.24 **"Resident"** or **"Residents"** means Owners or their Licensee who currently living in a residence
- 1.25 **"Rules and Regulations"** means those rules and regulations created and amended from time to time by the Board of Directors.
- 1.26 **"Social clubs"** means a group of owners and/or Licensee with a common interest that have Association permission to use the Gardens of Gulf Cove name.
- 1.27 **"Tenants"** means any persons who are granted by an Owner a temporary right for the use of the Owner's Residence for rent or other valuable consideration and all other persons occupying the Residence with the consent of such tenants

Gardens of Gulf Cove Property Owner's Association, Inc.

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- 1.28 "**Vehicles**" means, but not limited to, automobiles, pick-up trucks, vans, sport utility vehicles (SUV), Recreational Vehicles per section 1.22, trucks, tractor-trailers rigs, motorcycles, all-terrain vehicles, golf carts, or other type of transportation devices that may be defined as vehicles at the sole discretion of the Association and without regard to any other definition established by any government authority or the manufacturer.
- 1.29 "**Voting Interest**" means the arrangement established in the Governing Documents by which the Owners of each Lot collectively are entitled to one vote in Association matters

Article 2 PROPERTY SUBJECT TO THIS DECLARATION.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Charlotte, State of Florida, and is more particularly described in the First Replat of Port Charlotte Subdivision Section 66, as recorded in Plat Book 12, Pages 4A through B, as amended; the Second Replat of Port Charlotte Subdivision Section 66, as recorded in Plat Book 13, Pages 12A and 12B; the Third Replat of Port Charlotte Subdivision Section 66, as recorded in Plat Book 13, Pages 13A through 13C; the Portion of Port Charlotte Subdivision Section 95, lying East of Sioux Waterway, South of Newgate Waterway, and North of State Road No. 776, as recorded in Plat Book 10, Pages 1A through 1Z; and the First Replat of Port Charlotte Subdivision 95, as recorded in Plat Book 13, Pages 14A and 14B, all of the Public Records of Charlotte County, Florida (collectively referred to hereinafter as the "Plat")

All the properties zoned "Commercial" within the Tract "A" property located in Plat Book 12, Pages 4A through 4B shall be removed from this Association. Figure A that shows the approximate area of the commercial zoned properties which are to be removed from the Association and the Association's rules, regulations, and restrictions and assessments.

Article 3 MEMBERSHIP AND VOTING RIGHTS

3.1 Members.

3.1.1 Generally

Every Owner as defined in section 10.1 below, so long as they are Owners, shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot that is subject to Assessment by the Association. If an Owner of a Lot is not a natural person, the entity shall designate a natural person who shall be the Primary Occupant as defined in 10.1 below, and such natural person shall exercise that Unit's membership rights.

3.1.2 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 and Residence. 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.

Gardens of Gulf Cove Property Owner's Association, Inc.

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3.1.3 Termination of Membership

The termination of membership in the Association does not relieve or release any former Owner 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 the Association may have against any former Owner arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.1.4 Voting Rights

The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Member shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Member present at the meeting at which the vote is taken. If two or more owners 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. If a Member is not a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant. 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 the Governing Documents. 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.

Article 4 ASSOCIATION'S RIGHTS AND OBLIGATIONS

4.1 General Rights and Obligations

The powers and duties of the Association include those set forth in the Governing Documents and applicable law. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Owners concerning matters of common interest to the Owners including, but not limited to, the Common Areas; roof or structural components of a building or other improvements for which the Association is responsible; mechanical, electrical, or plumbing elements serving an improvement or building for which the Association is responsible; and protesting ad valorem taxes on the Common Areas. The Association may defend actions in eminent domain or bring inverse condemnation actions.

4.2 Common Areas.

4.2.1 The Association may, in its sole discretion, set aside, grant a license, or other use right to real property within or without the Gardens of Gulf Cove for such purposes as may be expressed in the instrument of conveyance, lease, or grant of license or use.

4.2.2 The Association has the right to regulate and control the external design and appearance of Common Areas in such a manner as to promote a quality environment that will preserve the value of the Member's Lots and to foster the attractiveness and functional utility of the Gardens of Gulf Cove as a place to live.

4.2.3 Use of the Common Areas shall be subject to the prior written approval of the Association under its Rules and Regulations.

4.2.4 The Association shall have the right to charge reasonable fees for any special use of the Common Areas.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

4.2.5 Any real property conveyed, leased or used by any third party to the Association as Common Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their Guests and tenants.

4.3 **Enforcement and Inaction.**

4.3.1 The Association shall have the right to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the Association, Owner, or other person. Failure of the Association to enforce any of such provisions of this Declaration shall in no event be deemed a waiver of its right to do so thereafter.

4.3.2 The costs and reasonable attorney's fees, including those resulting from any appellate proceedings, incurred by the Association in any action against an Owner, his family, tenants, Guests or invitees to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by the Owner and any amount which remains due and unpaid shall be a continuing lien upon Owner's Lot collectable in the manner provided in Section 6.

4.4 **Maintenance, Repair and Replacement of Common Areas.**

The Association shall be responsible for maintenance, repair, and replacement of the Common Areas excluding any common property deeded to Charlotte County or other government agency, including but not limited to Roads, Sidewalks, and drainage Right-of-Ways, the following:

4.4.1 Systems and facilities which shall be operated and maintained for the benefit of the Lots;

4.4.2 Retention ponds; and

4.4.3 Common Areas or other areas conveyed, dedicated, or leased to or used by the Association, including any improvements on such Common Areas.

4.5 **Management of Common Areas.**

The Association shall have the right and obligation to manage the Common Areas including, without limitation, the following:

4.5.1 Establish rules and regulations governing the use of the Common Areas;

4.5.2 Charge reasonable admission and other fees or Assessments for the use of the Common Areas and other Association property;

4.5.3 Suspend a Member's right to vote and use the Common Areas, for any period during which Assessments against a Lot or any obligation of a Member remains unpaid, and for a reasonable period during or after any infraction of the Association's Governing Documents;

4.5.4 Dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority or utility;

4.5.5 Borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the same;

4.5.6 Take such steps as are reasonably necessary to protect Association property and Common Areas against foreclosure;

Gardens of Gulf Cove Property Owner's Association, Inc.

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- 4.5.7 Enforce the provisions of this Declaration, or any other applicable recorded instrument adopted by the Association, including the Articles of Incorporation and Bylaws of the Association, and any rules and regulations governing use and enjoyment of the Association property and Common Areas adopted by the Association.
- 4.5.8 The Association shall have the power to restrict the type of vehicles that may travel and park on its Common Areas. However, the Association must not restrict Residents and their Guests from parking up to two (2) licensed private passenger vehicles seating up to nine (9) occupants in front of the Owner's Residence in the Area between the Road and Sidewalk.
- 4.5.9 The Association shall have the right to establish enforcement mechanisms for violations of parking regulations on the common property including, without limitation, the assessment of fines which shall be collected as an individual Assessment from Members, the removal of vehicles from the Gardens of Gulf Cove's Common Areas, and the suspension of a Member's rights and easements of enjoyment to the Common Areas.

4.6 Insurance.

The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry as described below and as required by law from time to time, and may obtain and keep in force any or all additional insurance coverage as it deems necessary or appropriate. The insurance may be subject to reasonable and customary deductibles.

4.6.1 General Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the Common Areas and all other property that the Association is required by law to insure, in such amounts and with such deductibles as determined from time-to-time by the Board of Directors in the exercise of its good business judgment. Such insurance shall afford at least the following protection:

- 4.6.1.1 Property. Loss or damage caused by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- 4.6.1.2 Liability. Premises and operations liability for bodily injury and property damage in such limits and protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.
- 4.6.1.3 Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- 4.6.1.4 Officers and Directors Liability Insurance. Officers, directors, and agents acting on behalf of the Board liability insurance in such limits of protection and with such coverage as may be determined by the Board of Directors.

4.6.2 Optional Coverage.

The Association may purchase and carry other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

- 4.6.2.1 Worker's Compensation insurance (if required by law);
- 4.6.2.2 Broad Form Comprehensive General Liability Endorsement; and
- 4.6.2.3 Flood Insurance.

Gardens of Gulf Cove Property Owner's Association, Inc.

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4.7 Prohibition Against Expenditures to Abate Offsite Nuisances.

4.7.1 Nothing in this Declaration shall be construed in such a way as to permit the Association to use any assessment to abate any nuisance or annoyance emanating from outside the boundaries of the Subdivision.

Article 5 MEMBERS' RIGHTS AND OBLIGATIONS

5.1 Right to Use Common Areas.

All Members shall have the right to enjoy and use easement to the Common Areas intended for their use and enjoyment, which right shall be appurtenant to and pass with the title to every Lot and Residence, subject to the rights of the Association under its Governing Documents, including but not limited to the rights contained in Section 4.2 above.

5.2 Delegation of Right.

5.2.1 Unless prohibited or suspended under the Governing Documents, a Member may delegate his right of use and easement to Common Areas to his family, tenants who reside at the Member's Residence, Guests, and invitees.

5.2.2 Each Member shall be responsible for the actions of any person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such person shall be charged against such Member personally and be assessed against such Member's Lot and Residence. Any infraction of the Association's Governing Documents by such person shall be deemed to be an infraction by such Member.

5.3 Waiver of Use.

No Owner may exempt himself or herself from personal liability for Assessments duly levied by the Association, or release the Residence owned by him or her from any liens or charges thereof, by waiver of the use and enjoyment of the Common Areas or abandonment of a Lot or Residence

Article 6 ASSESSMENTS AND OTHER CHARGES

6.1 Assessments Established.

Each Owner of a Lot or Residence, by acceptance of a deed to such Lot or Residence, whether or not it shall be so expressed in such deed is deemed to convey and shall pay to the Association the following (as may be applicable):

6.1.1 Annual Assessments, as defined in 6.2 below;

6.1.2 Special Assessments, as defined in 6.3 below;

6.1.3 Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in 6.4 below;

6.1.4 Capital Improvement Assessments as provided in 6.5 below; and

6.1.5 All other charges, if any, that from time to time as may be imposed upon an Owner or all or any portion of a Lot pursuant to the Governing Documents.

All of the assessments and charges described above ("collectively "Assessments"), together with interest at the maximum rate permitted by law, late fees, and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by lien upon the Lot or Residence against which each Assessment is made. Each Assessment, together with, late fees, interest, and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot or Residence when such Assessment fell due. Subject to the provisions of the Governing Documents or Florida law protecting first mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Owner.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

6.2 Annual Assessment.

The annual assessments levied by the Association must be used exclusively to promote the common good and welfare of the Owners and Residents of the Gardens of Gulf Cove, to operate and manage the Gardens of Gulf Cove, and to perform such duties as may be required by the Governing Documents. The Association may levy an annual general assessment ("Annual Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association. Annual Assessments based upon each Member's share of the budget shall be paid on the first day of January of each year. The Board of Directors shall prepare a proposed budget with a basis of assessments as follows: line item expenses, budget surplus, or deficit as of the end of the proposed budget year, line item carry-over into the proposed budget year, a ledger of board adopted reserves, statutory reserves, and the annual assessment amount to cover the expenses.

6.2.1 If the assessment is 110% or less than the current year assessment, a posting will include the date and time of the budget meeting where the board will approve said budget. The members will be notified 15 days prior as part of a normal Board meeting.

6.2.2 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. Failure to give or receive the notice does not excuse the obligation to make timely payment. If an annual budget has not been adopted at the time the General Assessment is due, it shall be presumed that the amount of such Annual Assessment is the same as the Annual Assessment for the preceding year.

6.3 Special Assessments.

In addition to Annual Assessment, to the fullest extent permitted by law, as amended from time-to-time, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which could not have been known or when mature will exceed, the budget prepared and on which the Annual Assessment was based. This includes unforeseen reconstruction, repair, or replacement of an existing capital asset that cannot be covered by the Board Adopted Reserves account. The Special Assessment used to implement expenses removed from the budget after rejection by the Members per section 6.2. 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 members meeting called for such purpose at which a quorum is present.

6.4 Specific Assessments

In addition to the Annual Assessments and Special Assessments, to the fullest extent permitted by law, as amended from time-to-time, the Association may levy a specific assessment as to any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of the Governing Documents and also may be assessed by the Association against such Owner's Lot after such Owner has failed to pay the indebtedness when due and such non-payment continues for 30 days after written notice.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

6.5 **Capital Improvement Assessments.**

In addition to Annual Assessment, Special Assessments, and Specific Assessments, to the fullest extent permitted by law, as amended from time-to-time, the Association may levy, in any assessment year, a Capital Improvement Assessment applicable to that year only for the purposes of defraying, in whole or in part, the expense of any acquisition of property by the association, material alterations or substantial additions to the common elements, including fixtures and personal property related thereto; provided that any such assessment 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 at which a quorum is present, but not less than thirty (30) percent of the total eligible Voting interest. Written notice of any meeting called for the purpose of taking any action by the Members authorized under this Section shall be sent to all Members not less than thirty (30), or more than sixty (60) days, in advance of such meeting.

6.6 **Commencement of Assessments.**

The obligation of each Owner for Assessments shall commence upon the Owner's acquisition of a title interest in and to a Lot or Residence.

6.7 **Uniformity of Assessments**

Except as otherwise expressly provided in the Governing Documents, any Annual Assessment, Special Assessment, or Capital Improvement Assessment must be uniform for each Lot throughout the Gardens of Gulf Cove.

6.8 **Lien for Assessment.**

Annual, Special, Specific and Capital Improvement Assessments assessed against any Lot, together with interest at the maximum rate allowed by law and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. The Association from time to time may record a Claim of Lien for the purpose of further evidencing the lien established by this Section, but neither the recording of, nor failure to record, any such notice of lien will affect the existence of the Association's lien.

6.9 **Remedies for Delinquency.**

Any Assessment not paid within thirty (30) days after its due date shall be deemed delinquent, unless payments are being made per section 6.9.1, and bears interest at the rate of 18% per annum or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury. The Association, through its Board or a designee, shall have, but not be limited to, the following remedies:

6.9.1 **Payment Plan.** The board or its designee may make special accommodations in the case of need or hardship to owners requesting same before the applicable due date. Owners requesting a special accommodation will pay interest at the rate determined per section 6.9. Special accommodations will be made on a case-by-case basis, will not extend beyond the budget year and payment must be made through ACH or direct debit. All monies owed the Association must be paid in US currency.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

- 6.9.2 **Foreclosure.** To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law. In any such foreclosure, the Owner is required to pay all interest, costs, and expenses of collection and foreclosure, including reasonable attorneys' fees. All such interest, costs, and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Owner(s) for such deficiency.
- 6.9.3 **Money Damages.** To file an action at law to collect said Assessments or charges, plus late fees, interest at the highest rate allowable by law plus all expenses and costs of collection without waiving any lien rights and/or rights of foreclosure by the Association.
- 6.9.4 **Suspension.** To suspend Common Area use rights, voting rights and the right to serve on the Board as provided by law.

6.10 **Attachment of Rental Income When Lot or Residence is Delinquent.**

Notwithstanding any other remedy available to the Association under the Governing Documents, or applicable law, the Association shall have the following options when payment of Assessments or other charges (more than 30 days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Licensee with a copy to the Owner) from a Lot or Residence in default to be paid directly to the Association until all outstanding Assessments, charges, interest, late fees, costs, collection expense, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a person suit, or otherwise, to have rental proceeds paid on account of a Lot or Residence in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board or a designee deems appropriate without the same constituting a waiver or election of remedies.

6.11 **Application of Payments.**

Payments received after the due date established by the Board shall be applied first to interest, late fees, costs, and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

6.12 **No Waiver.**

No Owner may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of a Lot or Residence.

6.13 **Priority of the Lien.**

The lien herein created is effective from and shall relate back to the date on which the original declaration was recorded. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Charlotte County and is limited by the rights of a first mortgagee as set forth in Section 6.14 below.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

6.14 Mortgage Foreclosure.

If the mortgagee of a first mortgage of record acquires title to a Lot or Residence as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the liability of the mortgagee for the share of common expenses or assessments attributable to the Lot or Residence, or chargeable to the former owner of the Lot or Residence, which came due prior to the mortgagee's acquisition of title shall be governed by Chapter 720, Florida Statutes, as amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including the acquirer and his successors and assigns. Any such sale or transfer pursuant to a foreclosure shall not relieve the acquirer or transferee of a Lot from liability for, nor the Lot from the lien of, any assessments arising thereafter.

6.15 Certificate of Unpaid Assessments or Charges.

Any Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or charges against the Lot or Residence. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and its management firm, or based on reasonable and customary fees charged by legal counsel.

6.16 Cumulative Remedies.

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

Article 7 USE RESTRICTIONS.

The following use restrictions shall apply to all of the Lots within the Gardens of Gulf Cove Subdivision. In addition to the following Use Restrictions, property and Lot usage shall conform to all County Ordinances, State Statutes, and Federal Laws that may be amended from time to time. Furthermore, Property Owner's must comply with any and all Rules and Regulations adopted by the Board of Directors.

7.1 Residential Single-Family Use.

Each Residence shall be occupied by only one family and its Guests at any time, as a Residence and for no other purpose. No time-sharing, business, or commercial activity shall be conducted in or from any Lot or Residence. No person may use mass public advertising to advertise the address of a Residence as the address of any business. The use of a Residence as a public lodging establishment shall be deemed a business or commercial use. This section shall not be construed to prohibit any occupant of a Residence from maintaining a personal or professional library, from keeping his personal, business, or professional records in his Residence, or from handling his personal, business, or professional telephone calls, written correspondence, or other communications in and from his Residence. Such uses are expressly declared customarily incident to residential use. This section is, however, intended to prohibit commercial or business activity by a Residence which would noticeably change the residential ambiance of the community, or make it obvious that a business is being conducted such as by regular or frequent traffic in and out of the community by persons making deliveries or pick-ups, or by employees and business associates, customers, or clients.

No trailer, mobile home, recreational vehicle, tent, storage building, garage, barn or out building erected within the Gardens of Gulf Cove Subdivision shall at any time be used as a residence, temporarily or permanently.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

7.2 Occupancy of Family and Guests.

Owners may allow family and Guests in reasonable numbers to temporarily occupy their Residences. Owners are responsible for the conduct of their family and Guests. In addition to the following, the Association may from time-to-time adopt rules and regulations regarding the occupancy of family and Guests.

7.2.1 No person under the age of 18 years of age shall be allowed to stay overnight in an owner's home unless under supervision of an adult (18 years or older).

7.2.2 In the absence of an Owner, Guests may stay in the owner's home for up to ten (10) days per year. In the absence of an owner, Guest occupancy of more than ten (10) days shall be considered an "Extended Stay." Association approval is required before Extended Stays, and such approval is subject to the application and approval requirements in Section 10.2

7.2.3 In the absence of an Owner, family members, 18 years or older may stay in the owner's home for up to thirty (30) days per year. In the absence of an owner, Family member occupancy of more than thirty (30) days shall be considered an "Extended Stay." Association approval is required before Extended Stays, and such approval is subject to the application and approval requirements in Section 10.2

7.2.4 Occupants, other than family members or Guests, are deemed Tenants and are subject to the application and approval requirements in Section 10.2.

7.3 Nuisances.

No nuisances shall be allowed to be committed or maintained on community property or on any lot or home. A nuisance shall be deemed to be determined by the Board of Directors; however, it shall include any practice, act or activity that is the source of annoyance to residents or which interfere with the peaceful possession or quiet enjoyment and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, no rubbish, refuse, or garbage allowed to accumulate, no fire hazard to exist. No unit owner shall allow any use of their property to interfere with their neighbors' right to the quiet enjoyment of their home. This would include any noise or activity that would interfere with any other owner's right to the quiet enjoyment of their home. All owners shall be responsible for any guests, tenants or other occupants of their home or any nuisance that may be created or conducted on that owner's property. If the Association must seek to eliminate or legally enjoin any nuisance, the owner is responsible for all costs and fees incurred by the Association to enforce its restrictions against this nuisance within this community.

7.4 Signs/Banners.

No sign of any kind shall be displayed to the public view on any single Lot, except as permitted below.

7.4.1 A sign of not more than two (2) square feet advertising the property for sale or rent is allowed.

7.4.2 Signs used by a builder to advertise the property during construction and subsequent sale of the property. Such signs shall be subject to approval by the Board of Directors or a designee.

7.4.3 One (1) sign advertising a garage sale shall be permitted on the property of the residence having the sale between the edge of the Road to front of the Residence. All signs must be removed at the end of the sale. Signs not conforming to these requirements will be removed and disposed of without notice. Signs remaining after the close of the sale will be removed and forwarded to the Compliance Officer. NOTE: All garage sales shall be subject to county regulations.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

- 7.4.4 Two political signs, 2' x 2' or smaller, are allowed thirty (30) days prior to an election and must be removed within 48 hours after the election.
- 7.4.5 Home security signs are permitted and not included in the signs limitations (e.g., ADT, Brinks).
- 7.4.6 A total of no more than any combination of two (2) allowed signs or banners are allowed on any property on any given time. Home security signs are permitted and not included in the signs limitations.
- 7.4.7 Banners are not to exceed 18 square feet total and are only allowed for single events on the day of the event.
- 7.5 Appearance; Refuse Disposal.
No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste must be kept in sanitary containers with tight fitting lids and out of the public view. Garbage and/or refuse and recycling containers shall be stored behind or to the side where provided, or in an inconspicuous location on the property at all times except on assigned days of garbage and/or refuse pick up. Containers left at the curbside for more than twenty-four (24) hours after pickup shall be in direct violation of this rule. After completion of any project, all building materials must be removed from the Lot. Garbage cannot be placed curbside more than 24 hours prior to pick up.
- 7.6 Maintenance of Lots.
An Owner must maintain his/her Lot and exterior of his/her home. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the Lot. No refuse pile or unsightly objects shall be placed anywhere thereon. Lawns shall not reach a height/length of 6" without cutting. Trees and shrubs shall be not be overgrown and all dead horticulture removed. An Owner whose Lot abuts waterway property is responsible for cutting the grass on the Gardens of Gulf Cove waterways.
An Owner is responsible for maintenance of the Area between the Road and Sidewalk. The Area between the Road and Sidewalk shall be either grass, crushed stone, rock aggregate, or shell. Crushed stone, rock aggregate or shell must be maintained free of vegetation. Bare soil is not acceptable.
An Owner is responsible to maintain the sidewalk in front of their Lot free of vegetation, graffiti and that no landscaping interferes with use of the sidewalk.
Forty-eight (48) hours after the Association notifies the Owner per section 12.8.2 of its intent to take any such action not taken by the Owner, the Association may enter upon the Lot and provide exterior maintenance. The notice shall reasonably specify the proposed action. The Association shall charge the expense of such maintenance to the Owner of the Lot as a Specific Assessment. The charge shall include the Association's attorney fees and other costs in connection with the collection, lien, and foreclosure.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

7.7 Exterior Maintenance.

Owners shall provide exterior maintenance upon each of their Lots which is subject to Assessment under Article 6 , as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, walks, and other exterior improvements. Household appliances, fixtures, and furniture manufactured and intended for interior use are not appropriate lawn ornaments and are prohibited from placement or storage on any part of the lawn or the home's exterior. Patio or other outdoor furniture, which is manufactured and intended for outdoor use, shall be permitted. Not less than thirty (30) days after the Association notifies the Owner per section 12.8.2 of its intent to take any such action not taken by the Owner, the Association may enter upon the Lot and perform such maintenance at the cost and expense of the Owner and such entry upon the Lot shall not be considered a trespass. The Association shall charge the expense of such maintenance to the Owner of the Lot as a Specific Assessment. The charge shall include the Association's attorney fees and other costs in connection with the collection, lien, and foreclosure.

7.8 Square Footage, Subdividing.

All Lots in the Gardens of Gulf Cove Property Owner's Association are designated as single family residential Lots, and no principal building shall be constructed or erected on any single family residence Lot other than one detached single family dwelling not to exceed two (2) stories in height. No single-family residence Lot shall be re-subdivided into building Lots containing less than seven thousand five hundred (7500) square feet. If subdivided, each new Lot will be a separate Lot, subject to Assessment by the Association, and the Governing Documents of the Association. No principal structure shall be erected having a living area of less than eight hundred (800) square feet for a one-story building, nor less than one thousand eighty (1080) square fee living area for more than a one-story building on any Lot in the Gardens of Gulf Cove. No residence shall be subdivided or sublet.

7.9 Combined Lots.

Lots combined for tax purposes do not apply in association matters. Each Lot is considered a separate Lot and cannot be combined as to one annual assessment.

7.10 House Numbers.

All homes shall have house numbers that are visible from the street.

7.11 Mailboxes.

Owners shall maintain their mailbox and stand/post in a clean condition and in good working order and repair.

7.12 Windows.

7.12.1 Window treatments visible to the outside must be presentable. No sheets, towels, flags, etc. are allowed.

7.12.2 Broken/cracked windows must be repaired and/or replaced immediately.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

- 7.12.3 Hurricane shutters are only allowed to cover any portion of the home's windows, doors, or other openings during hurricane season (June 1 through November 30), for periods of one week prior and one week after the threat of severe weather, such as a hurricane unless notification of absence has been given to the office. The Board of Directors shall have the authority to adopt and enforce reasonable rules and regulations to allow owners whose homes are vacant for extended periods of time throughout the year, to install hurricane shutters to protect the home in their absence, as exceptions to the above-referenced time limitations. Such rules and regulations may include, but not be limited to, an application and approval process, types of shutters permitted for extended periods of time, and standards for qualifying for the exception (including standards for meeting the extended period of vacancy requirement, such as seasonal owner occupants, extended vacations, etc.).
- 7.12.4 Notwithstanding the above, wooden boards with the exception of those painted to match the exterior of the house (e.g. plywood) cannot remain more than one week prior and one week after the severe weather event.
- 7.12.5 Boards on windows cannot contain graffiti and/or writing.
- 7.13 Utilities and Antennae.
- All Utility lines and lead-in wires, cable TV lines, including, but not limited to, electrical lines and telephone lines, located within the confines of any Lot or Lots, shall be located underground, provided nothing herein contained shall prevent an above ground temporary power line to a residence during the period of construction. There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, nor shall any such antenna be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring dwelling house, except as provided for under Federal law and as otherwise provided herein. For purposes of clarification, the following definitions shall apply to this provision.
- 7.13.1 "Antenna" or "Antennae" shall mean an antenna that has unlimited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets Federal Communications Commission (FCC) standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- 7.13.2 "Transmission-only Antenna" means any antenna used solely to transmit radio, television, cellular, or other signals.
- 7.13.3 "Owner" means any member of the Association. For the purpose of this rule only, "Owner" also includes a tenant who has the written permission of the homeowner to install antennas. This written permission must be registered at the office and approved by the Board of Directors or a designee.
- 7.13.4 Installation Requirements. Only Direct Broadcast Satellite (DBS) antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals that are larger than one meter in diameter are prohibited. Any antenna not covered by the FCC rule is prohibited. No more than one antenna for each type of service may be installed by an owner.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

7.13.5 Antennas must be installed solely on individually owned properties, as designated on the record deed. Antennas must not encroach upon any common areas, or any other owners' properties. Antennas shall be located in a place shielded from view from outside the community provided however that nothing in this provision shall require locations in a place where an acceptable quality signal cannot be received. This section does not permit installation on common properties, even if an acceptable quality signal cannot be received from an individually owned Lot. All antennas must be secured so that they do not jeopardize the soundness or safety of any other owners' structure or the safety of any person at or near the antenna, including damage from wind or velocity based on unique location. All towers or tubular mast must follow the information that has been supplied by the manufacturer for base support along with all recommended supports. The maximum antenna height shall not exceed 40 feet measured from the ground level to the top bearing support.

7.14 Landscaping

7.14.1 All areas of a Lot not covered by structures, walkways, or paved parking facilities, or which are not enclosed by privacy walls or a privacy fence, shall be maintained as lawn, landscape areas, crushed stone, rock aggregate, or shell. Crushed stone, rock aggregate or shell must be maintained free of vegetation. Bare soil is not acceptable. All landscaping shall be kept in good condition by Owner.

7.14.2 Within the area formed by the right of way of intersecting roads and a straight line connecting points of such right of way lines at a distance of forty (40) feet from the point of intersection, such connecting line extending beyond the points to the curb lines, there shall be a clear space with no obstruction to vision between a height of three (3) feet and a height of eight (8) feet above the average grade of each road as measured at the centerline thereof. The requirements of this section shall not be deemed to prohibit any necessary retaining wall. Trees shall be permitted in the clear space if foliage is cut away within the prescribed heights. Lampposts and signposts shall be permitted if illuminating fixtures and sign faces are not within the prescribed clear space.

Refer to Charlotte County Ordinance Landscaping and Buffers as to prohibited plants (regarding trees, shrubs, vines, grasses) and Tree Requirements.

7.15 Parking and Storage of Vehicles.

See Figures B, C, D, E, F, and G for location definitions such as "Front Yard".

7.15.1 The Association can create Rules and Regulation for the Common Areas including, but not limited to, Association owner property, Drainage Right-of-Ways, Roads, Sidewalks, and the Area between the Road and Sidewalk.

7.15.2 Parking is not allowed of any vehicle on a vacant Lot or a Drainage Right-of-Ways Roads, unless approved in writing by the Board or its designee, permitted in the rules and regulations or authorized below.

7.15.3 Vehicles exceeding one-ton (2,000 lbs.) rated capacity (Gross Vehicle Weight Rating {GVWR} – Curb Weight), school busses, church busses, jitney's, taxi cabs, public transportation, bucket trucks, trucks containing chemicals that require a license to apply or a vehicle which would be considered an attractive nuisance shall not be parked upon any Lot between 6 PM and 6 AM except as follows

7.15.3.1 Local, state, and federal police or emergency vehicles.

7.15.3.2 Recreational vehicles such as travel trailers, motor homes, tent trailers, boats, etc., not exceeding ten (10) feet in height and thirty-two (32) feet in length may be stored on the premises at the Rear Yard or Side Yard of the Residence

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

- 7.15.3.3 Recreational vehicles will be allowed to be parked on a driveway in front of the house for up to 24 hours for loading and unloading. No more than (2) two 24 hour periods per month.
- 7.15.4 Vehicles are permitted to be parked on the Rear Yard or Side Yard of a Residence except for vehicles covered in sections 7.15.3.
- 7.15.5 Vehicle parking is not allowed on a Lot in the Front Yard or Driveway Front Yard of the Residence, except as follows. Recreational Vehicles, and vehicles identified in section 7.15.3 are not included in these exceptions;
 - 7.15.5.1 Parking is allowed on straight or circular entrance driveways, carports. For the purpose of this restriction, the "entrance driveway" is the driveway installed during original construction of the residence, leading from the street to the garage or carport, or what would normally be the garage or carport.
 - 7.15.5.2 Parking is allowed in the in the area of the Front Yard between the Residence and the Sidewalk if there was a poured concrete driveway extension as of January 1, 2014.
 - 7.15.5.3 Vehicles are also permitted to be parked on a prepared surface in the Driveway Front Yard of the residence. For the purposes of this restriction, a prepared surface is defined as poured concrete, concrete pavers, asphalt, crushed stone, rock aggregate, or shell and must be maintained free of vegetation. Grass, vegetation or bare soil is not considered a prepared surface.
 - 7.15.5.4 All future driveway and prepared surface construction must be approved per Article 8 .
- 7.15.6 Vehicles necessary for construction, maintenance, or repair may be parked on a lot on a temporary basis not to exceed 12 hours (6 AM to 6 PM). Overnight parking may be allowed, at the Association discretion. Approval must be obtained from the office before parking overnight.
- 7.15.7 Major repairs to motor vehicles are not permitted. A major repair is defined as a repair that requires more than eight (8) consecutive hours (from start to finish). The area used for the work must be cleaned up by sunset each day.

7.16 RV and Boat Storage Lot

The Association will maintain a recreational and boat storage lot for the benefit of Owners and their Licensee. Reasonable Rules and Regulations, application processes and storage fees will be determined by the Board of Directors. The Association is not required to provide storage space for every owner or their Licensees requesting a space.

7.17 Storage.

The personal property of guests and residents other than their allowed Vehicles, lawn furniture, grill, and residential playground equipment shall not be stored outside their respective homes except in storage areas that are not visible to public view. Mobile storage devices (e.g., PODs, SAMS, etc.) require a permit from the Association prior to installation.

- 7.17.1 No tables, umbrellas, toys, play gyms or recreational equipment is allowed to be stored in the front yard, either temporarily or permanently and must be confined to the rear of the residence.
- 7.17.2 Tents and canopies are not allowed to be used for storage.
- 7.17.3 Carports shall be utilized for parking of permitted vehicles only. No other items or personal property, boxes, grills, lawnmowers, playground or recreational equipment, or any other item that is not a permitted vehicle shall be permitted to be parked or stored within the carport areas.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

7.18 Walls and Fences.

No wall or fence over four (4) feet in height shall be erected on any Lot between the building setback line and the street abutting Lot line. No wall or fence over six (6) feet in height shall be erected on any Lot. All support posts and reinforcement shall be erected on the interior facing. All fences shall be approved in writing by the Board of Directors or a designee. The Owner is responsible for all work performed on their property, acquiring proper permits when necessary and approved by the Board of Directors or a designee.

7.19 Clotheslines

Clotheslines are permitted as long as they are not visible from the street and kept in good working order.

7.20 Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, slaughtered and/or processed or kept by owners in residence on any Lot. Dogs, cats, or other domestic household pets may be kept provided that they are not kept for breeding or maintained for any commercial purpose and do not become a nuisance, annoyance or otherwise threaten any resident's peaceful enjoyment of the Property or the health, safety and welfare of the residents. No gaming of animals is allowed. Kennels are also not allowed. Renters, tenants, or guests may not keep pets unless the owner of record is in residence. The board may, from time to time restrict certain types of breeds that are considered to be aggressive.

7.20.1 Control. No person shall permit any dog or cat to be at large in the Gardens of Gulf Cove at any time. Dogs and cats are at large when the animal is on any public street or public grounds or when otherwise off the Lot of the owner or person who has custody or such dog or cat and not constrained by a leash under the immediate control of the owner or the person who has custody of such dog or cat.

7.20.2 Removal of animal defecation. An Owner or person having custody of any dog, cat or other animal shall not permit such dog, cat or other animal to defecate on any public street, sidewalk, tree bank, or any other public grounds or private property within the Gardens of Gulf Cove, other than the Lot of the owner or person having custody of such dog, cat or other animal, unless such defecation is immediately removed by the owner or other person having custody of such animal. Defecation must not remain in an owner's yard and the owner is responsible for removing it immediately.

7.20.3 No horses, cows, swine, goats, chickens, pigeons, fowl, or any other such animals shall be kept on any lot.

7.21 Firearms.

No firearms or weapons are allowed on the Gardens of Gulf Cove Common properties, except for duly authorized law enforcement officials or in compliance with State Statutes.

7.22 Powerboats.

No recreational power boats shall be permitted on any lake included in the Common Properties. The term "powerboats" shall be deemed to include boats or watercrafts of any type utilizing either inboard or outboard motors, without limitations. Boats with only electric trolling motors shall be permitted. Boat length is not to exceed sixteen feet (16').

Gardens of Gulf Cove Property Owner's Association, Inc.

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- 7.22.1 Any boat or other watercraft that sinks or is partially submerged and inoperable in any waterway in the Gardens of Gulf Cove properties shall immediately be removed from the waterway by the Owner. Failure to do so within five (5) days of receipt of the Association's written notice will result in the removal of the watercraft or boat and the cost and expense of such removal shall be assessed against the Lot or Lots in the Gardens of Gulf Cove which are owned by the Owner of the boat or watercraft. The expense shall be deemed a specific assessment against the subject Lot and outlined under section 6.4.
- 7.22.2 Boats or watercrafts owned by individuals that do not reside in the Gardens community shall not be permitted on any lake.

7.23 Fishing.

Line fishing is permitted for residents and their guests in lakes within the Gardens of Gulf Cove. No net or cast nets are permitted. Fishing by non-residents is considered trespassing.

7.24 Outside Fireplaces and Bonfires.

Decorative fireplaces and fire pits that include screen arrestor are permitted but cannot be left unattended and must meet County Code. Bonfires are not permitted.

7.25 Drones or Unmanned Aircraft.

The use of personal drones or other unmanned aircraft is expressly forbidden on the common elements and above the lakes of the association. Use in the airspace on private property is permitted. The airspace is defined as the line extending from the property lot line, perpendicular to the earth to a height regulated by the FAA. Flying outside these spaces is considered trespassing. Commercial use, FAA sanctioned delivery aircraft are permitted to operate within reasonable hours of the day. Use of drones for any type of marketing is expressly forbidden. The Board of Directors may promulgate reasonable rules and regulations for the use of drones as the technology progresses.

7.26 Sheds.

The maximum size allowed for a shed is 10' x 16', 160 square feet. No more than one shed is allowed per lot. All owners must maintain their shed in an excellent exterior appearance, and must ensure that the exterior of the shed is adequately maintained and remains free from unsightly rust, mold or mildew, or other unsightly appearance. In the event that an owner fails to maintain any shed on his or her lot in an acceptable, first class appearance, the Board shall have the authority to require the owner to take immediate steps to remedy the violation. In the event that the owner fails to take adequate steps to maintain the shed, the Board shall have the authority to require its immediate removal from the lot.

Gardens of Gulf Cove Property Owner's Association, Inc.

~ A Deed Restricted Community ~

Article 8 COMPLIANCE CONTROLS AND APPROVALS.

The Board of Director or a designee shall exercise the powers and duties hereinafter described, and shall report to the Board of Directors on matters, which may come before it for its consideration or review.

8.1 Plan Review.

No improvements or structure of any kind, including without limitation, to any building, fence, wall, swimming pool, shed, tennis court, screen enclosure, water or sewer line, drain, solar energy device, decorative building, shall be commenced, erected, placed or maintained upon any Lot without the prior approval of the Board of Directors or a designee. Furthermore, nor shall any addition, change or alteration therein or thereof be made, unless and until the site plans, construction plans, and specifications (hereinafter collectively referred to as "building plans") have been submitted in duplicate to, and approved in writing by, the Board of Directors or a designee, subject to County review, as hereinafter provided. The Board of Directors or a designee shall exercise its independent subjective judgment as to the aesthetics of any proposed building plans in order to insure the overall aesthetic character of Gardens of Gulf Cove Subdivision.

8.2 Approval.

The Board of Directors or a designee may, in its discretion, approve, approve with conditions, or deny requests from Owners and may or may not grant options for the type and use of material, the size of any structure, or improvement on the Lot or Residence, or any other matter which the Board of Directors or a designee believes, in its discretion, is in accordance with the Use Restriction contained in Article 7 or the overall aesthetic character of Gardens of Gulf Cove Subdivision. The Association may enter into written agreements with any Owner to implement these provisions.

8.3 Failure to Approve.

Should the Board of Directors or a designee fail to either approve, approve with conditions, or disapprove the building plans submitted within forty-five (45) calendar days after written request for such review, then such request shall be deemed approved; provided that no building or other structure or use shall be erected or commenced upon any Lot which violates any of the other covenants or restrictions set forth in this Declaration or any applicable governmental or quasi-governmental building standard or requirement. The forty-five (45) day review period shall not begin until all required and/or requested materials have been provided by the owner so that the Association can fully perform its review and approval process.

8.4 Reliance.

The approval, rejection or withholding of any approval by the Association of plans, proposals and specifications and the location of all structures, and every alternation of any structure shall not be construed or interpreted as a representation or determination by the Association that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner. Owners shall not rely upon approval of the Board of Directors or a designee as a statement of compliance with any governmental or quasi-governmental building standard or requirement; as such, alternative standards operate independently and are in no way related to the operation, function, and authority of the Board of Directors or a designee. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of Charlotte County and any other appropriate governmental agencies prior to commencement of any work or construction.

Gardens of Gulf Cove Property Owner's Association, Inc.

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8.5 Permits.

No building permit (which includes fences, sheds, and gazebos) shall be obtained until the site plan, construction plan, and specifications have been first approved by the Board of Directors or a designee as provided herein and as per county code. Upon such approval and procurement of the necessary building permit(s), all applicable permits shall be posted conspicuously on the subject Lot(s).

8.6 Landscape and Environmental Issues.

The Gardens and Beautification Committee or its successor will advise the Board of Directors in fulfilling the Associations obligations to the Gardens of Gulf Cove community regarding the maintenance and beautification of the Common Areas. This will encompass all flora and fauna and the Common Areas (both land and water) of the Gardens of Gulf Cove Subdivision. The committee will recommend necessary maintenance and improvements to the Gardens of Gulf Cove habitat to ensure that this vital environmental aspect of the community is not only sustained, but also enhanced in future years. In cooperation with the Association Manager, the committee can assist in the maintenance of the flora and fauna of the common areas.

Article 9 ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

9.1 Compliance.

Every Owner and all, Guests, Tenants, and Occupants of Residences, shall at all times be governed by and comply with Chapter 720, Florida Statutes, and the Governing Documents of the Association. The protective covenants, conditions and restrictions and other provisions of the Governing Documents promulgated by the Association shall apply to all Owners, as well as to any other person occupying any Residence as an Owner or Tenant, and to the members of their family and all other Occupants, Guest and Invitees. Failure of an Owner to notify any person of the existence of the rules or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be jointly and severally responsible for any and all violations by his or her Tenants, Residents, Occupants, Guests Invitees and family members, and by any other persons with his or her express or implied permission, at any time. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator notice per Section 12.8.2 of the alleged violation, except in emergencies. Disagreements concerning violations including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors or other designated committee of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Owner against (i) the Association; (ii) an Owner; (iii) any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and (iv) any tenants, Guests, or invitees occupying a Residence or using the Common Areas. The Association, if the prevailing party in any enforcement action, whether or not it involves mediation and/or litigation, is entitled to recover reasonable attorney's fees and costs.

9.2 Enforcement Action.

Enforcement of these covenants and restrictions may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain such violation or to recover damages.

Gardens of Gulf Cove Property Owner's Association, Inc.

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9.3 Summary Abatement.

Violation of any conditions or restrictions or breach of any covenant of the Governing Documents shall also give the Association, in addition to all other remedies, the right to enter upon the land where such violation exists, not less than seven (7) days, or the time as defined for section 7.6 or section 7.7, after a notice per section 12.8.2 (except in the case of an emergency), and summarily abate, remove any construction, landscaping, and debris and repair or otherwise cure any violations of the Governing Documents, at the expense of the Owner. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement, or removal. If any expense, including attorney's fees, is created by the Association under this provision, the Association shall send a statement of such expense to the offending Owner or Owners. If the statement is not paid in full within thirty (30) days of the delivery of such statement, the Association may deem such expense to be a Special Assessment and may file a claim of lien and enforce such lien pursuant to this Declaration and Florida law.

9.4 Suspension of Common Area Use Rights and Fines.

The Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's family, Guests, tenants, or invitees, or any combination, to use Common Areas and facilities, and may levy fines, not to exceed the amount allowed by law, against such persons. The Association may also levy fines if an Owner, Owner's family, Guests, tenants, invitees, or any combination continues to use the Common Areas while their rights are suspended. The fines shall be in a reasonable amount deemed necessary by the Board to deter future violations, but in no event shall exceed \$100.00 per violation. Each day of continuing violation may be treated as a separate offense, except that no fines shall exceed \$10,000.00 in the aggregate. A fine of \$1,000 or more may become a lien against a Residence and Lot. For non-payment of fines, the Association shall have all of the remedies allowed by law. In any action to recover a fine, including pre-litigation collection efforts, the prevailing party is entitled to collect its reasonable attorney's fees and costs for the non-prevailing party as determined by the court.

9.5 Non-Exclusive Remedy.

The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Member shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

Gardens of Gulf Cove Property Owner's Association, Inc.

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9.6 Notice

A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended with an opportunity for a hearing before a committee of at least three (3) Owners 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. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. The requirements of this section do not apply to the imposition of fines upon any Owner because of the failure of the Owner to pay Assessments. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may be the subject of a late payment fee. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such Owner.

9.7 Suspension of Common Area Rights.

Suspension of Common Area use rights shall not impair the right of an Owner, tenant, Guest, or invitee to have vehicular and pedestrian ingress to and egress from such Owner's Residence including, but not limited to, the right to park.

Article 10 APPROVAL OF SALE AND LEASING OF RESIDENCES

10.1 Forms of Ownership

10.1.1 One Owner. A Residence may be owned by one natural person who has been approved as provided herein.

10.1.2 Co-Ownership. 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 use of the Residence by other persons shall be as though the Primary Occupant were the only actual Owner.

10.1.3 Ownership by Corporations or Trusts. A Residence may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Residence may be used as short term transient accommodations for several individuals or families. The approval of a corporation, trust or other entity as an Owner shall be conditioned upon designation of one natural person to be the "Primary Occupant", and the use of the Residence by other persons shall be as though the Primary Occupant were the only actual Owner.

Gardens of Gulf Cove Property Owner's Association, Inc.

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10.1.4 Life Estate. A Residence may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Owner from such Residence, and occupancy of the Residence shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

10.2 Approval of Sale and Leasing of Residences.

The renting of a room or rooms or subletting is expressly prohibited. In order to foster a community of congenial, financially responsible Residents with the objectives of inhibiting transiency, protecting the value of the Residences and facilitating the development of a stable, quiet community and peace of mind for all Residents, the sale, gift, devise, inheritance or other transfer and leasing of a Residence by an Owner shall be subject to the following restrictions:

10.2.1 Notice to Association.

10.2.1.1 Sale or Gift. An Owner intending to make a sale or gift of his Residence or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the date of the proposed transfer, together with a copy of the sales contract or proposed sales contract (if a sale) or written explanation of the gift (if a gift) and such other information as the Board may reasonably require. The Board or its management may adopt a form of application for approval.

10.2.1.2 Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board or a designee, but may sell or lease the Residence following the procedures provided in this Declaration. Notwithstanding the foregoing, a devise, inheritance or other transfer of ownership to spouses, grandparents, parents, or adult children shall require the stated notification to the Association but shall not require the prior approval of the Board.

10.2.1.3 Lease. Owners are prohibited from leasing their property for a period of one (1) year from the date of purchase. At the end of this period, the Residence may be leased, subject to the approval process above. The minimum lease term is thirty (30) days. An Owner intending to lease his Residence or any interest therein shall give to the Board or its designee written notice of such intention at least fifteen (15) days prior to the date of the proposed lease, together with a copy of the lease or proposed lease and such other information as the Board may reasonably require. The Board or its management may adopt a form of application for approval.

10.2.2 Failure to give Notice. If no notice is given, the Board, at its election, may approve, approve with conditions, or disapprove the sale, gift, transfer, or lease without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee or lessee may provide the Board with the required notice and request reconsideration.

Gardens of Gulf Cove Property Owner's Association, Inc.

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10.2.3 **Board Action: Approval.** Within fifteen (15) days of receipt of the required notice and all information requested, the Board or a designee must approve, approve with conditions, or disapprove the transfer or lease. If a transfer or lease is approved or approved with conditions, the approval shall be stated in a certificate of approval executed by the president or vice-president of the Association or property manager and, if requested, be in recordable form. If the Board or a designee neither approves or disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval, and, on demand, the Board or a designee shall issue a certificate of approval.

10.2.4 **Board Action; Disapproval.**

The Board or a designee may disapprove a transfer or lease only for good cause. The following shall be deemed to constitute good cause:

- 10.2.4.1 The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to Gardens of Gulf Cove.
- 10.2.4.2 The person seeking approval has a history of disruptive behavior or an attitude of disregard for the rights and property of others, as evidenced by his conduct in other social organizations or Associations, or by his conduct as a tenant, Owner, or occupant of a Residence.
- 10.2.4.3 The person seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner or concluded the transaction without obtaining approval.
- 10.2.4.4 The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime involving distribution of a controlled substance, a crime demonstrating dishonesty or moral turpitude, or any felony occurring within 10 years of application. The Association shall adopt rules and regulations pertaining to the scope and implementation of this provision. The Association may, in its discretion, make an exception to any matter contained in this subpart (4). Such exception, if based on reasonable cause, shall not be construed as selective enforcement.
- 10.2.4.5 The person seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner.
- 10.2.4.6 The Owner requesting the transfer has had fines assessed against him or her which have not been paid.
- 10.2.4.7 All assessments and other charges against a Lot or Residence have not been paid in full.
- 10.2.4.8 Such other matters as may be set forth in the rules and regulations of the Gardens of Gulf Cove.
- 10.2.4.9 The Property Owner has a history of leasing his Property without obtaining approval or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his/her Property;
- 10.2.4.10 The real estate company or rental agent handling the leasing transaction on behalf of the Property Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval

Gardens of Gulf Cove Property Owner's Association, Inc.

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10.3 Unapproved Sales, Transfers, or Leases.

Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void or voidable unless subsequently approved by the Board. No person or persons seeking approval under this Section shall take occupancy of a Residence until approval is granted.

10.4 Failure to Give Notice or Obtain Approval.

Subjects the Property Owner to fining from the date the lessee moves in. If proper notice is not given, the Board at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Property Owner. Application for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. Pool and amenity passes will only be authorized upon the approval of the Boards of Directors. The legal responsibility for paying Assessments may not be delegated to the lessee.

10.5 Screening.

The Association shall have the right in its sole and reasonable discretion, but not the legal obligation, to conduct criminal and other background checks upon any prospective transferee, of the nature and to the extent it deems necessary and appropriate. The costs of which shall be borne by the prospective transferor or transferee. The failure of the Association to conduct criminal and other background checks on any prospective transferee shall not waive or restrict any right to do so as to any other applicant, nor shall such failure result in any liability to the Association, its Board members, officers, employees or agents.

10.6 Approval Application Fee.

The Association may charge a reasonable processing fee for the review of any application in connection with this Section.

10.7 First Mortgagees.

The approval provisions of this Section are not applicable to the acquisition of title by a first mortgagee who acquires title through foreclosure or deed-in-lieu of foreclosure. However, such provision shall apply to any assignment of right or the subsequent resale of a Unit by such first mortgagee. The provision shall also apply to acquisition of title by persons or entities other than first mortgagees through foreclosure and any other involuntary conveyance. However, all occupants of the lot during the time that first mortgage holder holds title to the lot and the subsequent transfer of ownership from the first mortgage holder, shall be subject to the prior written approval of the Board.

Gardens of Gulf Cove Property Owner's Association, Inc.

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Article 11 DURATION OF COVENANTS AND AMENDMENT OF DECLARATION

11.1 Duration of Covenants.

The restrictions, covenants, easements and conditions contained in this Declaration shall run with and be binding upon the land for a term of thirty (30) years from the date on which the original Declaration is recorded in the Public Records of Charlotte County, Florida. Thereafter, the restrictions, covenants, easements, and conditions contained in this Declaration shall be automatically extended for successive periods of ten (10) years; subject, however, to any reinstatement of the Declaration under the Florida Marketable Record Title Act or other similar law.

11.2 Amendment. Proposal.

Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least fifteen percent (15%) of the voting interests of the Members. An amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Lot or increase the proportion or percentage by which a Lot shares in the common expenses of the Association unless the record Owners and all record owners of liens on the Lots join in the execution of the amendment. For purposes of this subsection, a change in quorum requirements is not an alteration of voting interests.

11.3 Amendment. Vote Required.

Except as otherwise provided by law, this Declaration may be amended at any time if a duly proposed amendment is

- 1) approved by at least a majority of the eligible voting interests of the Association present, in person or by proxy, and voting at any annual or special meeting of Members called for such purpose at which a quorum is present and
- 2) the total approval (yes) votes are at least thirty (30) percent of the total eligible Voting interest,
- 3) provided that the text of each proposed amendment has been given to the Owners with notice of the meeting.

Amendments required as a result of changes in Florida Statutes or County Ordinances will not require member approval

11.4 Amendment. Certificate. Recording.

A certificate shall be attached to this Amendment certifying that it was duly adopted and shall identify the instrument number in the Public Records of Charlotte County where recorded. The Certificate shall be executed by the president or vice-president of the Association. This Amendment shall be effective upon recordation.

Article 12 GENERAL PROVISIONS

12.1 Declaration of General Protective Covenants Run with the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Gardens of Gulf Cove subject hereto and shall inure to the benefit of the Association or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of sixty percent (60%) of the then Owners of the Lots has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Gardens of Gulf Cove Property Owner's Association, Inc.

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12.2 Nonliability of the Association.

The Association shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

12.3 Attorneys' Fees.

In any legal proceeding arising out of an alleged failure of an Owner, family member, Guest or invitee to comply with the requirements of the Governing Documents or applicable law, as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys' fees as may be awarded by the court. The term "legal proceeding" shall be construed in its broadest sense and include, without limitation, the review of documents and records, meetings and correspondence with clients, written notifications, filing of liens, and preparation for and participation in legal, quasi-legal and equitable proceedings, both at the trial and appellate levels.

12.4 Other Documents

The Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provision of this Declaration which shall prevail in all events of conflict.

12.5 Severability.

If any covenant, condition, restriction, or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

12.6 Dissolution.

In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the annual assessment specified in Section 6 and each Owner shall continue to be personally obligated to the Association or the successor or assigns of the Association as the case may be, for such assessment to the extent that such assessments are required to enable the Association or any such successor or assign acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this section shall only apply with regard to maintenance, operation, and preservation of property which has been Common Area and continues to be so used, as otherwise provided for in Section 4 for the common use, enjoyment, and benefit of the Owners.

12.7 Gender

Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders

12.8 Notices.

12.8.1 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 by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

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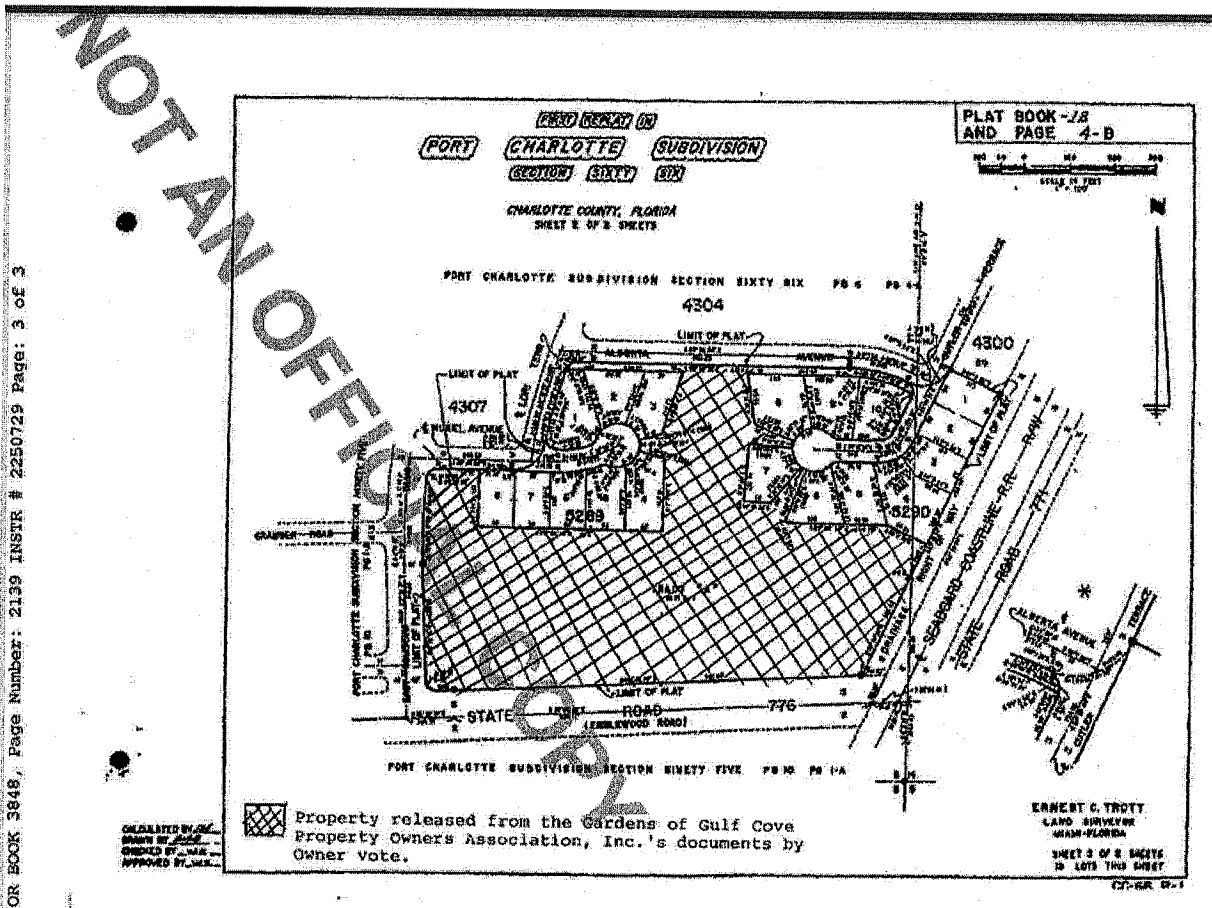
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12.8.2 To an Owner. Notice to any Owner of a violation of any of these restrictions or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Charlotte County, 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. In addition to the written notice, any violation that will be remedied by summary abatement (see section 9.3) shall have a written notice posted on the Lot.

12.9 Interpretation.

The Board of Directors of the Association shall be responsible for interpreting the provision of the Declaration and any exhibits attached thereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such interpretation.

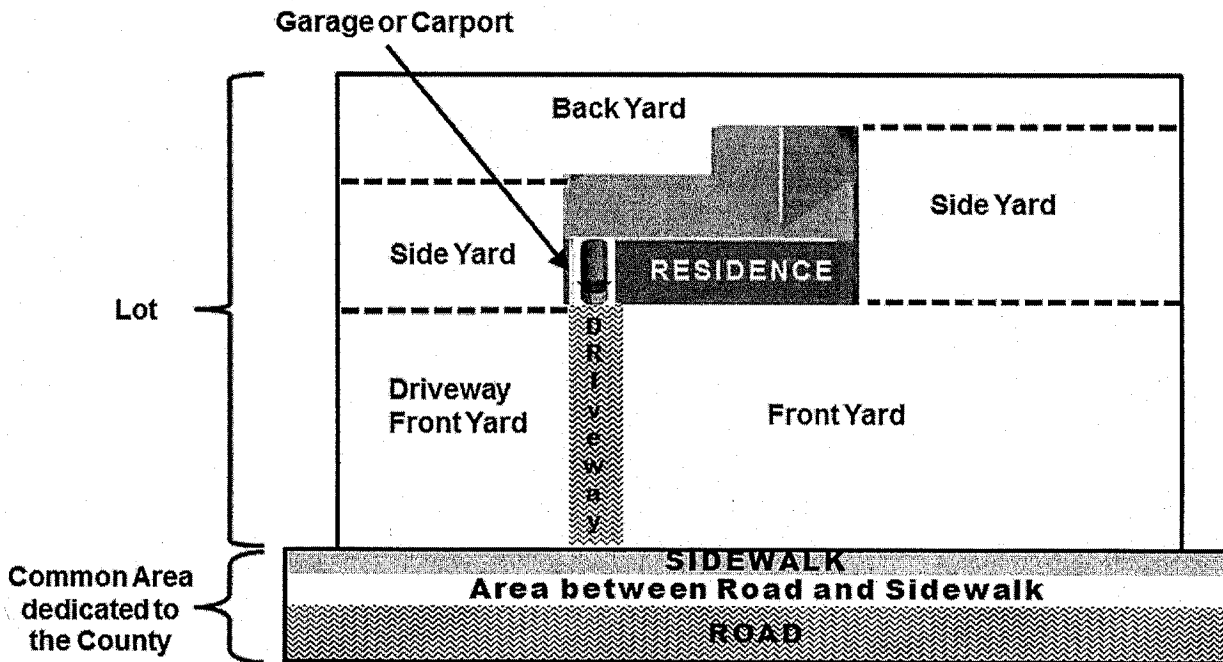
Figure A



Gardens of Gulf Cove Property Owner's Association, Inc.

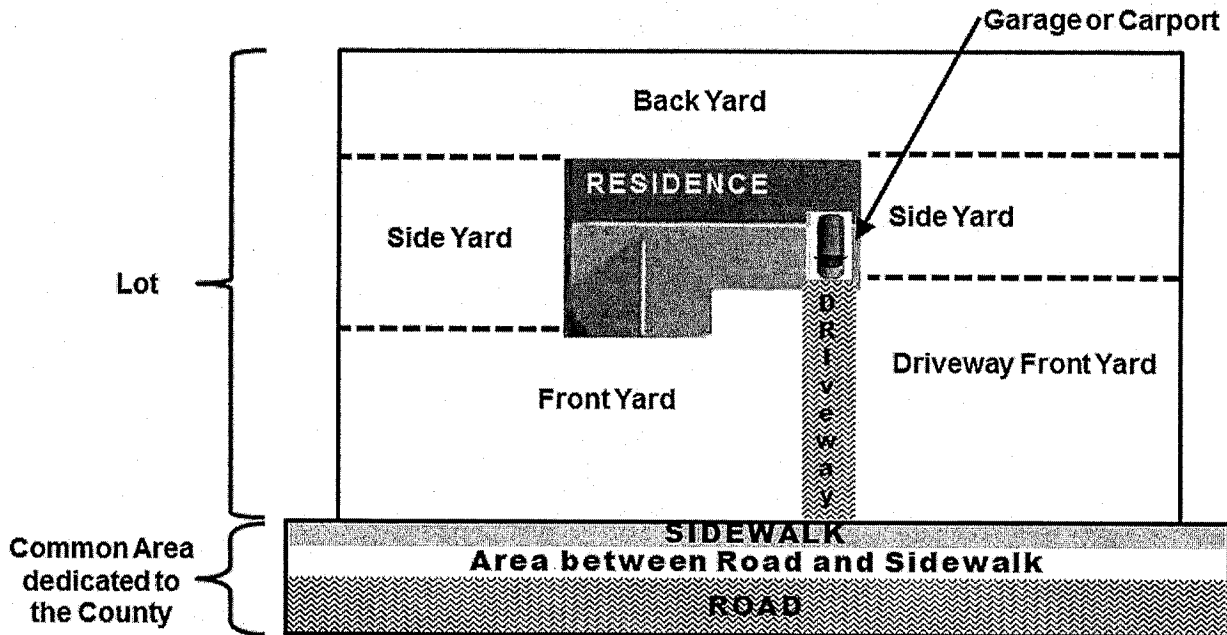
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Figure B



Front Facing Residence

Figure C

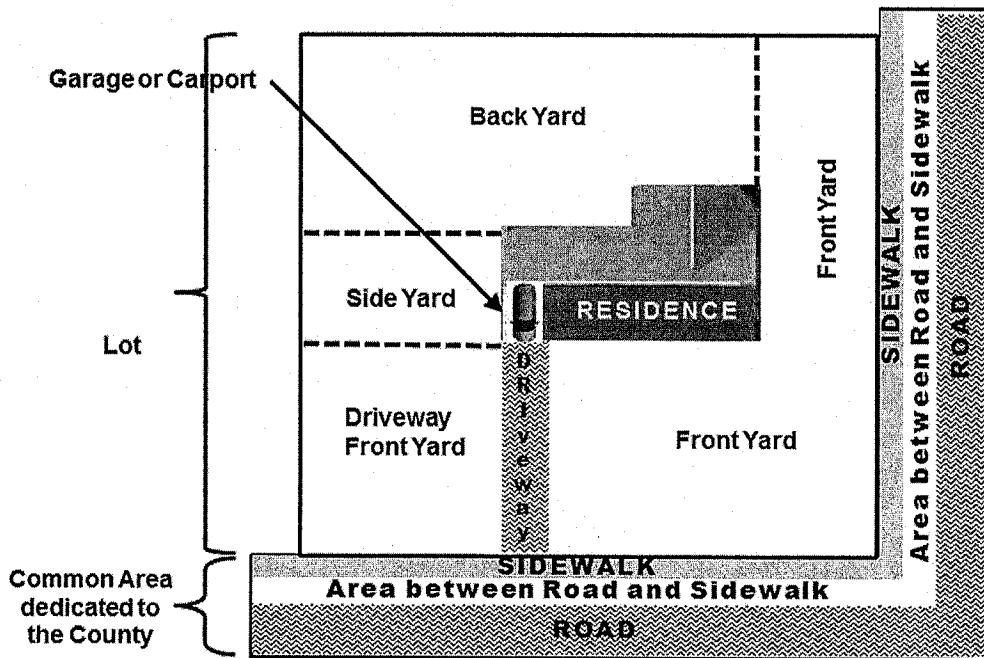


Front Facing Residence

Gardens of Gulf Cove Property Owner's Association, Inc.

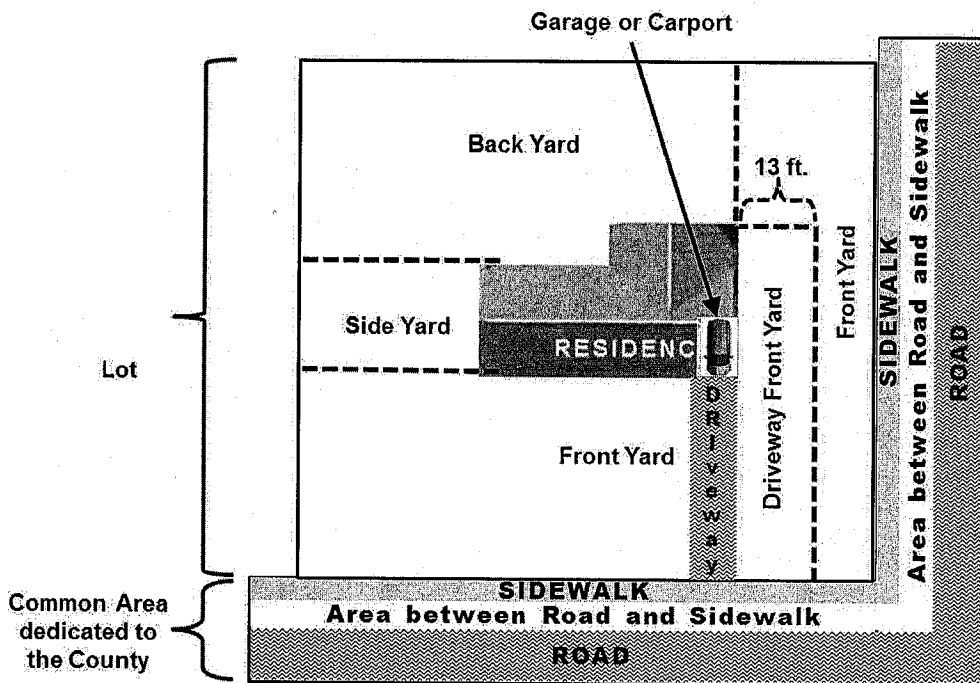
~ A Deed Restricted Community ~

Figure D



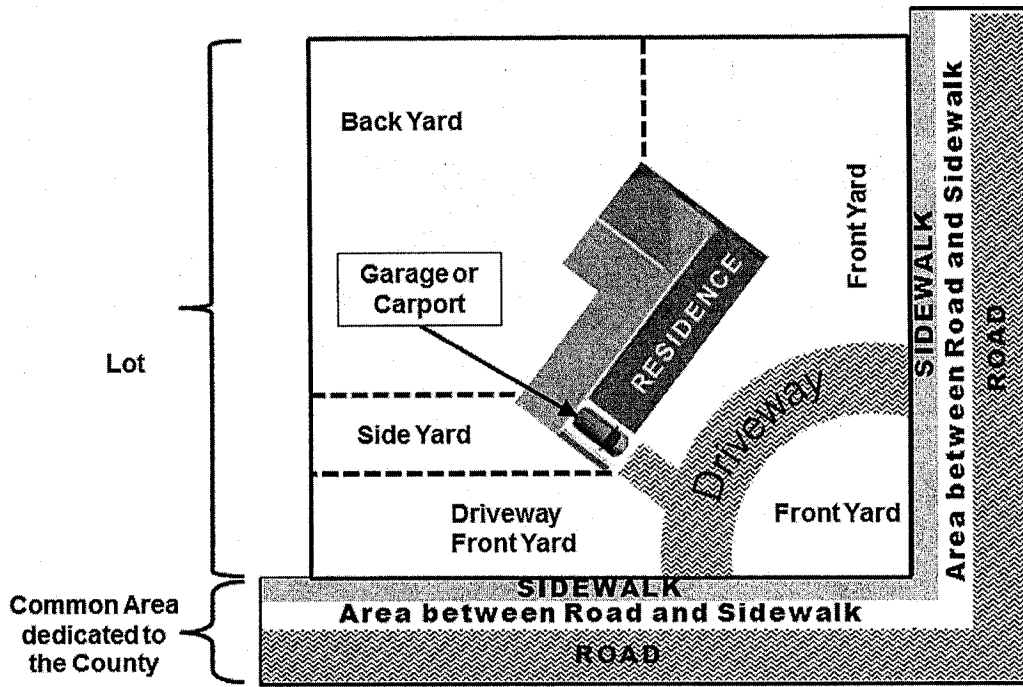
Corner Lot

Figure E



Corner Lot - Garage on Road

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



Corner Lot - Corner Facing

Figure F

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 Declaration by its undersigned authorized officers the date and year written above.

GARDENS OF GULF COVE HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation,

By:

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

Judy L. Hollister
Signature of Notary Public
Commission Expires: