

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

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

of the

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

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**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE GARDENS OF GULF COVE**

This amended and restated Declaration of Covenants and Restrictions of the Gardens of Gulf Cove is made this 17th day of March 2009 by a majority of the membership of the Gardens of Gulf Cove Property Owners Association, Inc. (GGCPOA), a Florida not-for-profit corporation.

WITNESSETH:

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

WHEREAS, the Declaration of Covenants and Restrictions of the Gardens of Gulf Cove Subdivision has been recorded in the Official Records Book 409, Page 496, et seq., Public Records of Charlotte County, Florida, as amended; and

WHEREAS, a majority of the membership desires to amend the Declaration of the Covenants and Restrictions of the Gardens of Gulf Cove Subdivision in certain regards pursuant to its power to amend as provided in Article X, Section 5, thereof,

NOW, THEREFORE, a majority of the membership does hereby declare that the land hereinafter described in Article II shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Amended and Restated Declaration of Covenants and Restrictions of the Gardens of Gulf Cove Subdivision, and hereafter said land shall be held, used, and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions, easements, and agreements, which shall constitute covenants running with the title to said land, to wit:

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings, unless the context shall prohibit such construction:

1. **"Assessment"** shall mean and refer to regular maintenance assessments and special assessments, which shall be established by the Board of Directors pursuant to the terms and provisions of this Declaration, the Articles of Incorporation and Bylaws to defray Common Expenses for the year of assessment, as further described in Article VI.
2. **"Compliance Controls and Approvals"** shall mean and refer to the committee created pursuant to Article VIII hereof.

Amended and Restated Declaration of Covenants and Restrictions

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

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- (d) utilities, landscaping, and other services benefiting the Common Areas;
 - (e) fire, casualty, and liability insurance including deductibles and other insurance covering the Common Areas and the officers and directors of the Association;
 - (f) taxes paid by the Association, including real property taxes for the Common Areas;
 - (g) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas, or portions thereof;
 - (h) all other expenses incurred by the Association in connection with the discharge of its duties and obligations.
11. **"Declaration"** shall mean this Amended and Restated Declaration of Covenants and Restrictions of the Gardens Gulf Cove Subdivision, as it may be amended from time to time.
12. **"Dwelling Unit"** shall mean and refer to each Lot depicted on the plat entitled, "Gardens of Gulf Cove", which plat has been recorded in the Public Records of Charlotte County, Florida, together with the single family, residential dwelling authorized to be constructed and maintained thereon pursuant to the terms and conditions of this declaration.
13. **"Lot"** shall mean and refer to any numbered lot depicted on the plat of the Gardens of Gulf Cove Subdivision hereinafter described in Article II.
14. **"Member"** shall mean and refer to a person or entity having an ownership interest in a Lot or Dwelling Unit.
15. **"Owner"** shall mean and refer to the record titleholder, whether one or more persons, corporations, or other legal entities, of the fee simple title to a Lot or a Dwelling Unit in the Gardens of Gulf Cove Subdivision.
16. **"Plat"** shall mean and refer to the plat entitled "Gardens of Gulf Cove", which plat has been recorded as listed under Article II.
17. **"Private Roads" or "Roads"** shall mean and refer to those private roads labeled and depicted as such on the plat of the Gardens of Gulf Cove Subdivision hereinafter described in Article II, which private roads are available for the common use of all Owners, their guests, and invites and which are to be maintained by the Association.
18. The terms **"Record", "Recorded", and "Recordation"**, when used herein in connection with a document, shall each mean and refer to the filing of such document in the office of the Clerk of the Circuit Court of Charlotte County, Florida.

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

Added 3/17/2015

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

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

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

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

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

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

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

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

Revised 3/14/2014

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

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

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All of the Third Replat of Port Charlotte Subdivision Section 66, as recorded in Plat Book 13, Pages 13A through 13C, of the Public Records of Charlotte County, Florida.

All that 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 1-233, of the Public Records of Charlotte County, Florida, and

All of the First Replat of Port Charlotte Subdivision Section 95, as recorded in Plat Book 13, Pages 14A and 14B, of the Public Records of Charlotte County, Florida.

ARTICLE III - OWNERS' PROPERTY RIGHTS

Section 1 – Owner's Easements of Enjoyment. All Owners in good standing shall have a right and easement of ingress and egress and of other enjoyment in, to, and over the Common Areas. Every Owner in good standing of a Dwelling Unit in the Gardens of Gulf Cove Subdivision shall have a right and easement of ingress and egress and of enjoyment in, to, and over the roads in the subdivision, which rights shall be appurtenant to and shall pass with title to every Dwelling Unit, subject to the following provisions:

1. The right of the Association to reasonably limit the number of guests of Owners using the Common Areas.
2. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas including, but not limited to, the right to impose times and manner of use.
3. The right of the Association to replace damaged trees, plants, shrubs, ground cover, or other vegetation in any portion of the Common Areas.

Section 2 – Delegation of Use. Any Owner in good standing may delegate, in accordance with the Bylaws, the right of enjoyment to the Common Areas, its facilities, and the roads of the Subdivision to members of his or her family and to his or her tenants and contract purchases who reside in the Dwelling Unit, subject to the reasonable regulations of the Board. The owner must notify the Association's Corporate Office in writing prior to leasing or renting his/her property and once approved their potential lessee or renter will be subject to a background check at the owner's expense.

Section 3 – Waiver of Use. No Owner may exempt himself/herself from personal liability for assessments duly levied by the Association, or release the Dwelling Unit owned by him/her from any liens or charges thereof, by waiver of the use and enjoyment of the Common Areas, the facilities of the Subdivision or by abandonment of the Dwelling Unit.

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

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

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

ARTICLE V - POWERS AND DUTIES OF THE ASSOCIATION

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

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

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9. Suspend, for a reasonable period of time, the rights of a member or a member's tenants, guest, or invitees, to use common areas and facilities for violations. A suspension may not be imposed without a hearing as described in Article X, Section 2.
10. Suspend the voting rights of a member for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

ARTICLE VI - COMMON ASSESSMENTS

Section 1 – Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Dwelling Unit, by acceptance of a deed therefore, takes title to such Lot or Dwelling Unit subject to the terms and conditions of this recorded Declaration. Each owner whether or not it shall be so expressed in such deed is deemed to convey and shall pay to the Association the following Common Assessments which shall be established and collected as hereafter provided:

1. Annual Assessments
2. Special Assessments
3. Collection fees and legal fees (attorney and court fees)

Such Common Assessments, together with interest, reasonable attorneys' and court fees for the collection thereof, applicable late payment fees, lien satisfaction fees and recording costs, shall be a charge on the property, and any other related cost, shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, reasonable attorneys' and court fees for the collection thereof, applicable late payment fees, lien satisfaction fees and recording costs shall be a charge on the property, and any other related cost, shall also be the personal obligation of the party who was the Owner of such property at the time when the assessment fell due. Subject to provisions of this Declaration or Florida law protecting first mortgages, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Owner.

Section 2 – Rate of Common Assessments. Except as may otherwise be provided for herein, Common Assessments shall be allocated and assessed among the Lots and Dwelling Units equally.

Section 3 – Date of Commencement of Common Assessments. The obligation of each Owner for Common Assessments shall commence upon the Owner's acquisition of a title interest in and to a Lot or Dwelling Unit.

Section 4 – Certificate of Common Assessments. The Association shall, upon demand, furnish a certificate signed by an officer or agent of the Association setting forth whether all Common Assessments applicable to a specific Lot or Dwelling Unit have been paid. A properly executed certificate shall be binding upon the Association as of the date of its issuance.

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

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

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

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

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

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Section 6 – Capital Improvement and Reconstruction Assessments. The Board of Directors of the Association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the expense of any construction, reconstruction, repair or replacement of a capital improvement/asset or other such addition upon the Common Areas, including fixtures and personal property related thereto; provided that any such assessment in excess of what is allowed by Florida Statute shall require the vote or written assent of a majority of the votes of the Members. 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) days, or more than sixty (60) days, in advance of such meeting.

At the first such meeting called, the presence of members in person or by proxy entitled to cast a vote in accordance with the quorum requirements of fifteen percent (15%) as stated in the Bylaws is required. If the required quorum is not established, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one fourth (1/4) of the previous votes of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7 – Special Assessments. The Board of Directors of the Association may levy Special Assessments for any anticipated or actual expense of the Association that is not addressed in Article VI, provided such expense is incurred by the Association in maintaining, repairing, replacing, managing, and operating the Common Areas and in discharging its duties and obligations hereunder.

Section 8 – Damage to Common Areas by Owners. Any maintenance, repairs or replacements within the Common Areas arising out of or caused by the willful or negligent act of an Owner, the owner's family, guests, invitees or a renter/lessee, shall be at the Owner's expense and any and all costs will be borne by the property owner and will be made against his/her property. The funds garnered from these costs will be used to defray the expense of such repair, maintenance, replacement and all legal fees.

Section 9 – Prohibition Against Expenditures to Abate Offsite Nuisances. 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.

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ARTICLE VII - DELINQUENT ASSESSMENTS

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

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

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

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

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

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

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Section 6 – Subordination. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage (meaning any recorded mortgage with first priority or seniority over other mortgages) made in good faith and for value and recorded prior to the date on which the Notice of Claim of Lien is recorded. The sale or transfer of a Dwelling Unit shall not affect any assessment lien. However, the sale or transfer of any Dwelling Unit pursuant to a mortgage foreclosure or deed in lieu thereof shall not extinguish the lien of such assessments as to installments which became due prior to such sale or transfer. No sale or transfer shall relieve any property owner of a Lot or Dwelling Unit from liability for any installments of assessments thereafter becoming due or from the liens related thereto.

ARTICLE VIII - COMPLIANCE CONTROLS AND APPROVALS

The Compliance Committee shall exercise the powers and duties hereinafter described, and shall report to the Board of Directors on all matters, which may come before it for its consideration or review. The Compliance Committee shall function in an advisory capacity to the Board. The Board shall have authority by a majority vote at a duly called Board Meeting, to reject, in whole or in part, the recommendations of the Compliance Committee.

Section 1 – Plan Review. No improvements or structure of any kind, including without limitation, 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 property. 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 Compliance Committee, subject to County review, as hereinafter provided. The Compliance Committee 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.

Section 2 – Failure to Approve. Should the Compliance Committee and the Board of Directors fail to either approve 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.

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

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

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

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

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ARTICLE IX - 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 Owners must comply with any and all Rules and Regulations adopted by the Board of Directors.

Revised 3/17/2015

1. **Single-Family Use.** Property zoned Single Family Residential by local government with jurisdiction over the property shall only be used for single-family residential purposes. Property zoned Single Family Residential shall not be used for any commercial purpose that generates vehicular traffic within the subdivision even if such use is authorized by the local governmental zoning code or State statute. The prohibition against commercial usage in a Single Family Residential District shall not limit the ability of Property Owners to rent their property for single-family occupancy, but shall prohibit home occupations that generate vehicular traffic and congregate living facilities. If a lease is approved the person who signs the lease shall be considered the owner for the following Occupancy restrictions on who may stay or reside in the home.
 - (a) The owner shall notify the Association of the name and relationship of every person that stays in the owner(s) home for more than one night when an owner is not present.
 - (b) 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).
 - (c) In the absence of an owner, an Owner's Friend(s) may stay in the owner's home for up to ten (10) days per year. Approval of the Association is required before stays of more than ten (10) days. Approval of the Association may be given after review of a background check for each adult. Complaints received by the association may also be cause to deny approval.
 - (d) In the absence of an owner, an Immediate Family member(s) or Extended Family member(s) 18 years or older may stay in the owner's home for up to 30 days per year. Approval of the Association is required before stays of more than 30 days. Approval of the Association may be given after review of a background check for each adult. Complaints received by the association may also be cause to deny approval.
 - (e) Before any occupants, except Immediate Family members, Extended Family members and Owner's Friends, may stay in the home in the owner's absence they shall be deemed a tenant who is subject to the application and approval requirements of Article X Section 4 – Rental Property, regardless of whether a written lease exists or whether the occupant remits payments to the owner for rent or otherwise. *End of Revision 3/17/2015*

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

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- (d) 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.
- (e) Boards on windows cannot contain graffiti and/or writing.
7. **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 property 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 Compliance Committee and/or Board of Directors. The Owner is responsible for all work performed on their property, acquiring proper permits when necessary and approved by the Compliance Committee.
8. **Clotheslines.** Clotheslines are permitted as long as they are not visible from the street and kept in good working order.
9. **Square Footage, Subdividing.** All lots in the Gardens of Gulf Cove Property Owners 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. 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 feet 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. The renting of a room or rooms or subletting is expressly prohibited. All persons who reside in a residence must be registered with the Association without exception. (For purposes of this provision, a "resident" is deemed to be any person who occupies the unit for a period in excess of thirty consecutive days).
10. **Recreational Vehicles.** No travel trailer, mobile home, recreational vehicle, tent, storage building, garage, barn or out building erected on any Lot shall at any time be used as a residence, temporarily or permanently. 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 or side of the residence situated thereon in accordance with the following regulations:
- (a) No such vehicle shall be permitted within the front or side line setback areas as defined per County Codes.

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

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The purpose of these regulations is to provide an optional location for the storage of recreational vehicles, for residents of the Gardens of Gulf Cove, to maintain a more orderly and pleasant appearance of the streets and yards of the community. These regulations are needed to define the conditions and limitations of use of the RV lot, so as to benefit the maximum number of residents, and to preclude the lot from degenerating into a junkyard.

Revised 3/18/2014

11. **Parking.** No vehicle exceeding one-ton rated capacity shall be parked overnight in areas zoned residential.

- (a) Vehicles are permitted to be parked on the rear or side yard behind the front setback area of the property. Parking is not allowed in the front yards, excluding straight or circular entrance driveways, carports and garages. Per County Code, parking is not permitted on sidewalks. Refer to the County Code for additional restrictions. (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.)
- (b) Vehicles are also permitted to be parked on the garage or carport side of the residence, between the sidewalk and the front setback area, provided the surface is prepared. (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.)
- (c) Parking is not allowed in the front yard, unless there is a poured concrete driveway extension as of January 1, 2014. All future driveway construction must be submitted by "Permit Application" as provided by the Association. The "Permit Application" must be submitted to the Association office for review and approval in writing by an officer of the Board of Directors.
- (d) The above restrictions do not apply to RV's, boats, cargo or utility trailers and are not considered vehicles for this purpose, which are covered in the Amended and Restated Declaration of Covenants and Restrictions, Article IX, Chapter 10. Recreational Vehicles.
- (e) Vehicle Repairs. 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 daily. *End of Revision 3/18/2014*

12. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, slaughtered and/or processed or kept 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 threatens 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.

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

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- (a) 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.
- (b) Tents and canopies are not allowed to be used for storage.
- (c) 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 area.

15. Plantings. Per County Codes, Visibility at Road Intersections

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

16. Lot Maintenance.

- (a) 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. An Owner whose lot abuts waterway property is responsible for cutting the grass on the canal banks and retention ponds. After proper notification, the Association may enter upon the Lot and provide exterior maintenance and such expense shall be assessed against the Lot/Owner. The expense shall be deemed a special assessment against the Lot as outlined in Article VI herein.
- (b) Owners are responsible for the care and maintenance of the lawn, shrubbery and landscaping on the Lot in order to maintain compatibility with the Gardens of Gulf Cove standards. If the Owner fails to maintain the lawn, shrubbery and landscaping, the Compliance Committee or the Board of Directors shall issue a written notice of violation. After a reasonable period for compliance the Association can perform or have performed the necessary service to correct the violation. The expense shall be deemed a special assessment against the lot as outlined in Article VI.

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

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(c) "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 Compliance Committee.

- i. 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.
- ii. 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 location from 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, 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.

20. **Signs/Banners.** No sign of any kind shall be displayed to the public view on any single lot, except as permitted below.

- (a) A sign of not more than two (2) square feet advertising the property for sale or rent is allowed.
- (b) 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 the Environmental Control Committee.
- (c) One (1) sign advertising a garage sale shall be permitted on the property of the resident having the sale between the sidewalk and the dwelling. All signs must be removed at the end of each day 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 Environmental Control Committee. NOTE: All garage sales shall be subject to county regulations.

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

ARTICLE X - GENERAL PROVISIONS

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

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

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agreement, document or instrument affecting the subdivision, in the manner required, the Association shall have the right to impose fines against a Property Owner.

A fine in the amount of \$100.00 per day will be imposed for each day of a continuing violation up to a maximum amount of \$10,000.00 for each violation. In the event that an amount in excess of \$100.00 per day is allowed by Florida law, the Board shall have the authority to adopt daily fines up to the maximum amount allowed by Florida law, without the need for the membership to amend this provision.

The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing by being given written notice at least fourteen (14) days in advance of a hearing. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the owner listed in the official records of the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved. The party shall also have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of at least three (3) property owners of the Association who are not related to the appellate and are not Board Members or related to Board Members or are employees of the Association. If the majority of the committee does not agree with the fine, the fine may not be levied. This hearing and enforcement process shall also apply when the Board is seeking to impose a suspension on use of common property for violations of the Association's restrictions, rules, or regulations.

Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal.

Section 3 – Terms of Restrictions. These Covenants and Restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots in the subdivision subsequently executed, and shall be binding on all parties and all persons claiming under such deeds and conveyances for a period of thirty (30) years from the date of recording, after which time, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to terminate or change same in whole or in part despite anything to the contrary herein, a majority of the members in the Association may, at any time, amend the restrictions where necessary to comply with regulations or other applicable State Statutes Rules or Laws.

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Section 4 – Rental Property. All owners that take title to a property within the community after the effective date of this provision shall be prohibited from leasing their property for a period of one (1) year from the date of purchase. At the end of this period, the property may be rented/leased,

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

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

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

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

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

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Section 8 – Constructive Notice and Acceptance. Every person who owns, occupies, leases or acquires the right, title, estate or interest in or to any Dwelling Unit or other portion of the Gardens of Gulf Cove Subdivision does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

Section 9 – Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, electronically or by U.S. mail to the last known address as provided by the property owner to the Association. If delivery is made by mail, it shall be deemed to have been delivered after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed by the owner from time to time by notice in writing to the Association.

Section 10 – No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by the Association or its agents or employees in connection with any portion of the Common Areas, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration.

Section 11 – Responsibilities and Duties of Committees.

Activities Committee: The Activities Committee shall inform the members of activities and functions of the Association and shall make such public releases and announcements that are in the best interest of the Association.

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.

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.

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

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

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

Added 3/18/2014

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

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

Excluded from the provision are:

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