

**AMENDED AND RESTATED  
RULES AND REGULATIONS**

**OF**

**GARDEN COVE RESIDENCE ASSOCIATION, INC.**

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**ARTICLE 1  
GENERAL**

**1.1** All reasonable means have been taken to insure that your residency is pleasant and enjoyable. This property is privately owned and we are required by law to abide by certain standards. Many of our Rules and Regulations are based on the requirements of Florida law, and the remainders are published to help assure your protection and privacy, and the protection of your property.

**1.2** Consideration and courtesy to others and your cooperation in maintaining an attractive Unit will help sustain the high standards of our community.

**1.3** The following Rules and Regulations are intended for the comfort, welfare and peaceful enjoyment of you and your tenants and visitors, and are to maintain the appearance, reputation and value of the Park. They may be amended from time to time to achieve this purpose. Your cooperation will be greatly appreciated. Additionally, rules which are posted at recreational facilities must be observed by all Unit Owners, tenants and Guests.

**1.4** All of the terms and conditions of the Master Occupancy Agreement are specifically incorporated herein by reference as Rules and Regulations governing residency.

**1.5** This is an adult community for 2 persons per Unit with at least one occupant 55 years of age and older. Occupancy of a family which desires to have more than two persons residing in the Unit must be approved by the Board of Directors, after consultation with legal counsel, and when necessary to comply with applicable law. It is the intent of the Association to adhere to a policy that demonstrates an intent to house persons who are 55 or older.

**1.6** The Association reserves the right to take all means necessary to enforce these Rules and Regulations.

**ARTICLE 2  
ACCEPTANCE**

**2.1** The Association reserves the right to approve or disapprove admittance to all homes and applicants not acceptable to Park requirements and restrictions.

**2.2** Applicants must submit a fully completed application form. Such application must be submitted to the Board of Directors of the Garden Cove Residence Association, Inc.

**2.3** Credit and references may be checked before admittance.

**2.4** Any representations made in an application will be deemed material inducements for acceptance of the applicant as a Unit Owner or tenant. Any misrepresentations by the applicant will be presumed a breach of the Rules of Regulations of the Association, which shall allow the Association any and all legal remedies available. All occupants of your Unit, and pets, must be registered in the Association office, and any changes thereof should be immediately provided.

### **ARTICLE 3 THE HOME**

**3.1** All homes entering the Park will be at least twelve (12) feet in width.

**3.2** Minimum standards for all homes are:

**3.2.1** All homes are to be maintained and/or modified so that they will not adversely affect the value of other homes in the Park.

**3.2.2** All homes must have an aluminum carport.

**3.2.3** All homes must have a utility room/shed which conforms to Lee County Building codes at the time it is constructed. This is to be used for personal, not commercial use.

**3.2.4** All homes must be tied down and blocked in accordance with the state, county, city, or any other government laws or ordinance.

**3.2.5** All homes must have skirting.

**3.2.6** All new homes must have the hitch removed. The hitches currently in the Park will be allowed to remain in place as long as they are covered up.

**3.2.7** The home must be well maintained and have an attractive appearance.

**3.2.8** An identification sign not larger than 2 square feet may be installed on the lot, preferably on the face of the home for Unit Owner identification purposes.

**3.2.9** Any structural additions or alterations to the outside of the Unit must be submitted, in writing, including a drawing giving dimensions to the Association for approval and also to government agencies (if required).

**3.2.10** Any damage to the home itself or to the appurtenances must be repaired within thirty (30) days. If the Unit Owner should fail to do this, the Association reserves the right to make the necessary repairs and charge the Unit Owner accordingly and take whatever further actions which may be at the disposal of the Association. Any home damaged beyond repair must be permanently removed from the Unit Owner's lot ninety (90) days from the date that the home was

irreparably damaged. Depending upon the circumstances and the reasons for delay, the Board of Directors may grant additional time for removal in its discretion.

3.2.11 All homes must be neatly painted. The paint shall not be peeling or faded. Roofs must not be discolored. The painting will be of a professional quality.

3.2.12 Homes must be washed annually. If any paint comes off or is peeling, chipped or dead and dull, then the home must be repainted.

3.2.13 The Unit will be attractively landscaped with flowers and shrubbery. Shrubby will be trimmed neatly and cut back to clearly reflect all entrances and the number on the Unit. Lawns must be edged annually.

3.2.14 All Units will have the lot number posted on the home so that the number can clearly be seen from the street.

3.2.15 Any structures, wood or concrete block attached to or adjoining the home must meet all current building code requirements. They must be aesthetically appealing and not detract from the Unit or adjacent Units in the Park.

3.2.16 All broken screens, doors, windows, dented siding, or other external damage to the home shall be repaired before any said home is allowed to be resold or transferred, and remain in the Park.

3.2.17 All expenses incurred to bring a Unit in total compliance with Park standards shall be borne by the Unit Owner, or the successor in title, and all work necessary to be done on said Unit to bring it up to Park standards, shall be done before the transfer of said ownership, and no new Unit Owner or tenant shall be accepted until such work is complete, except with written permission of the Association.

3.2.18 Where the condition of the Unit is not up to Park standards, the Association may require that the Unit be inspected by a licensed contractor to insure that all electrical, plumbing and gas systems, connections and attachments are in sound and good working order. Such contractor shall furnish to the Association a copy of a report of said inspection, and said report shall certify that the contractor is licensed.

3.2.19 The driveway from the street to the carport, the carport floor, and the screen room floor shall be of concrete of a minimum of at least 4" thick. Driveways must be a minimum of 12 feet wide.

3.2.20 No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Units subject to compliance with the following requirements. All installations must be held strictly to FCC Regulations. Any variance from these regulations, the unit owner will be asked to relocate or change the mounting to be in compliance. Failure to comply will result in Board and Association action.

3.2.20.1 Permitted antennas include (collectively hereinafter referred to as “antennas”):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on “masts” (poles) to reach the height needed to establish line of sight contact with the transmitter provided no mast (pole) may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.
- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than ~~twelve~~ six feet above the roof line. Any mast located higher than ~~twelve~~ six feet above the roof line must be approved in writing by the Board of Directors. ~~Association.~~

3.2.20.2 All antennas must be installed on the rear of the home. A Form 7 must be submitted prior to installation for the Board to approve the dish location and mounting.

3.2.20.3 The placement of the dish should be at the rear of the home or where it is least conspicuous from the street and in a location to minimize annoyance or inconvenience to other residents of the community and still provide a good signal.

3.2.20.4 To safeguard the safety of the Owners, occupants of the Unit in which the antenna is located, neighboring property owners, and other owners and members in the Park, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. An Owner shall indemnify and hold harmless the Association, and all other Unit Owners, for any damage that an antenna causes to the property or to persons or other property.

#### **ARTICLE 4 HOME SITES**

4.1 Unit Owners are responsible for keeping their home site neat; clean, and free from litter, lawns mowed regularly, shrubs trimmed and flower beds weeded. Each Unit Owner should make arrangements to insure that their lot is properly cared for in any absence. No lawn clippings may be left in the street. Unit Owners are not responsible for maintaining marker trees on their homesite as the Association is responsible for the care and maintenance of the Association’s marker trees.

Marker trees are those trees designated by the Association as marker trees for homesite identification purposes.

4.1.1 All home sites will be inspected at least once per year, or as needed, to maintain the appearance of the Park.

4.2 Home sites not maintained in a satisfactory manner will be maintained by the Association. After proper notification to the shareholder, a minimum Charge for each occurrence will be assessed and is to be paid to the Association with the next maintenance fee.

4.3 No fences or hedges are permitted to define "property lines."

4.4 Storage of boxes, barrels and other containers around the outside of the home and under the carport is not permitted. Only trash, recycle and yard waste containers may be stored around the home, as inconspicuously as possible.

4.5 Automatic sprinklers are not allowed, and all hoses and sprinklers must be attended while in use. The watering of flowers, shrubs trees and lawns may be done as often as necessary. Please exercise prudence in the use of water. Report any leaks, either inside the home or outside, to the Association. Watering of lawns may be limited by the Association to 15 minutes.

4.6 All equipment, parts etc. for electrical service (including such things as fuse boxes on pedestal disconnect, electrical service cable) commencing with anything connecting to the Power Company's electric meter is the property of the Unit Owner. All water, sewer pipes and fittings above the ground level are the responsibility of the Unit Owner. The water and sewer lines below ground level are the property of the Association and they are responsible for their care. However, if a problem or stoppage is caused by an act of the Unit Owner, then the cost of repair shall be charged to the Unit Owner and paid with the payment due the following month. Examples are rags, banana peels, etc.

4.7 Any changes in Utility Services to meet the Unit Owner's special requirement will be at the expense of the Unit Owner.

4.8 The Association shall have the right of access to the Unit Owner's home, only to prevent imminent danger to the occupant or the home. The Association shall have the right of entry onto the plot for purposes of repair and replacement of utilities and protection of the Park at all reasonable times.

4.9 Unit Owners shall not remove, mutilate or damage Association common area or marker trees in any way. In the event tree service is necessary, the Association's Management Company should be contacted. All marker trees and plantings on Common Areas are Association Property and they will be cared for and maintained by the Association; except that the Unit Owners shall be responsible for ensuring that all of the landscaping, including marker trees, located on the Unit Owner's homesite receive adequate watering. The Association is responsible for the replacement of marker trees and the decision regarding whether any marker tree should be replaced will be reviewed by the landscape committee after consultation with the affected Unit Owners. After the landscape committee has completed its review, the landscape committee's recommendation will be referred to the board of directors for review.

4.10 Approval of the Association before planting trees or shrubbery is required. Before digging to plant trees or shrubbery, contact the Association to obtain approval because you may damage underground utilities.

4.11 All home sites shall be fully sodded with a good stand of grass.

4.12 Home sites may be used for residential purposes only. Working Residents may perform office work in their home that does not interfere with any other Resident's quiet use and enjoyment of the Resident's Home.

4.13 The possession and discharge of firearms, including by those with a concealed carry license, is prohibited at all functions, meetings, or other gatherings of the Association and in or among the clubhouse, pool area, office, laundry room and shuffle board courts. This rule shall not apply to (i) off-duty law enforcement or correctional officers; (ii) firearms that are locked inside a private motor vehicle that is parked in a parking lot when both the vehicle and the owner or legal operator of the vehicle are lawfully present; (iii) firearms that are located inside of a private dwelling unit; and (iv) the legal discharge of a firearm for the purpose of defense or in the performance of official duties requiring the discharge of a firearm. Notwithstanding anything to the contrary above, the owners of firearms shall be responsible for ensuring compliance with this Rule, and the Association may take action against both the owner of a firearm and the possessor of the firearm for any violation of this Rule. Further, the owner of a firearm shall be jointly and severally liable with the possessor of the firearm for all damage resulting from the discharge of the firearm, including, but not limited to, damage to the cooperative property and damage to the property of others.

## **ARTICLE 5 RECREATIONAL FACILITIES**

5.1 The recreational facilities are for the exclusive use of the Unit Owners and tenants, and their registered Guests.

5.2 Except for use of the pool, use of the recreational facilities is limited to 8:00 A.M. until 10:00 P.M. daily unless by special arrangement. The pool is open for use between dawn and dusk only. Use of the pool before dawn or after dusk is strictly prohibited.

5.3 Children under the age of 15 must be accompanied and supervised by a responsible adult while using the recreational facilities.

5.4 Alcoholic beverages may be served or consumed in or near the recreational facilities. No glass containers may be used within the fenced pool area.

5.5 Please be considerate in your use of the shuffleboard courts. When others are waiting, limit ~~your~~ play to two (2) games.

5.6 The equipment and facilities will be used at your own risk. All equipment must be returned to storage areas.

## **ARTICLE 6**

## GUESTS

6.1 Resident, i.e. anyone who is lawfully residing in a Unit in Garden Cove, must register all Guests with the Management Company Association on or before the first day of their arrival.

6.2 Any Guest who visits longer than fifteen (15) consecutive days must be approved by the Board of Directors. The maximum occupancy by a Guest in the Park shall not exceed thirty (30) days in any calendar year. Once a Guest has stayed in any Unit of the Park, the Guest must obtain approval to extend the Guest's stay in the Park. The term Guest does not include a care giver who resides in the home with the Resident so long as the Board of Directors has given its approval.

## ARTICLE 7 PETS

7.1 Two pets may be kept by a Resident in accordance with this Section. If the Board of Directors determines that any pet is a nuisance to Residents, the pet shall be removed from the premises. A pet shall be kept leashed when outside of a Home. No dangerous or aggressive breeds shall be permitted in any residence or on a lot or anywhere within any common area property. All pets must be registered with the Association and Residents shall be required to maintain all current pet licenses and to insure that their pet's vaccinations are kept current each year and to provide all of the information contained in the pet registry section below. Residents will be required to provide the Association with certification from a veterinarian certifying that their pet weighs thirty-five (35) pounds or less and that the pet's vaccinations are current. Dangerous or aggressive breeds include: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes and Siberian Huskies. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to others, the Resident will be asked to permanently remove the pet. The Resident's pet shall be on a leash at all times when outside of the Resident's home.

*Pet Registry/Grandfathered Pets.* As of the date this Amendment is recorded, the Association recognizes that there are Residents who currently maintain more than two domestic pets in their residences and that some Residents' pet(s) exceed the 35 pound weight limit. Each Resident who currently has two or more pets or whose pet(s) exceed the weight restriction will have his or her existing pet(s) grandfathered in and the respective Resident shall be allowed to keep such pet(s) provided the Resident strictly complies with all of the following:

- a. The pet(s) were acquired prior to the effective date of this Amendment being recorded in the public records of Lee County, Florida.
- b. The Resident can prove that the pet(s) were acquired and brought on to the property on a permanent basis prior to the effective date of this Amendment.
- c. The grandfathering rights set forth herein are contingent upon the Resident or tenant registering the pet(s) with the Association within ninety (90) days from the effective

date of recordation of this Amendment being recorded in the public records of Lee County, Florida, by completing the Association's pet registration form and provides all of the following information:

- (1) The pet's(s') date of birth;
- (2) Breed of the pet(s);
- (3) Weight of the pet(s);
- (4) Name of the pet(s); and
- (5) A picture of the pet(s).

Once a grandfathered pet dies or is given away, a Resident may only replace the pet provided that the replacement of the pet does not exceed the two pet limit. The record title owner of the residence and lot is solely responsible for ensuring that the Resident's family comply with the restrictions set forth in this section relating to any pet kept and housed in the Resident's residence.

7.2 If a Resident desires to keep a third pet, the Resident must obtain the approval of the Association in the same manner. There is a Charge of \$5.00 per month for each pet in excess of two.

7.3 All domestic dogs and cats must be kept on a leash and under control at all times. If an animal is found roaming in the Park unleashed, the Association reserves the right to have the pet removed at once by the animal control service. Any costs incurred for its return shall be the sole responsibility of the pet owner.

7.4 Pet owners are responsible for cleaning up after their pets, both on their lots as well as any place else in the community, including the Common Areas.

7.5 All pets must be kept indoors at night or when the Resident is away.

7.6 Annoying or noisy pets will not be tolerated. Your neighbor does not have to tolerate your pet.

7.7 No pets are allowed in the recreational or laundry facilities.

7.8 If it is necessary for the Association to give more than two notices that a pet has been a nuisance, the Resident will be required to remove the pet from the Park.

7.9 Tenants are permitted to keep pets in the Park.

7.10. Aggressive or dangerous dogs are strictly prohibited, including Pit Bulls, Dobermans and Rottweilers.

7.11. All pets must receive the following vaccinations:

1. Canine distemper.



2. Leptospirosis.
3. Bordetella.
4. Parainfluenza.
5. Canine parvo.
6. Rabies, provided the dog is over 3 months of age and the inoculation is administered by a licensed veterinarian.

Annually, each Resident must provide the Management Company with a certification from the Resident's pet veterinarian evidencing the vaccinations given to the Resident's pet(s).

## **ARTICLE 8 VEHICLES AND TRAFFIC**

- 8.1 The speed limit is 9 miles per hour and will be strictly enforced.
- 8.2 Pedestrians, bicycles and golf carts have the right of way at all times.
- 8.3 Motorcycles, motor scooters or minibikes shall not be operated in the Park.
- 8.4 In the Park, only minor mechanical repairs to the resident's personal vehicle are permitted. For example, a minor mechanical repair would include replacing a car battery, changing a tire, changing windshield wipers or adding fluids such as windshield wiper fluid. A minor mechanical repair does not include changing the oil in the vehicle, removing the engine for any purpose or any other parts of the engine for any purpose or any repair that takes more than a day to complete.
- 8.5 Unit Owner's and tenant's vehicles and boats will be parked under the home carport or in the driveway. Temporary short-term daylight parking on the street is allowed, but should not infringe upon the rights and safety of others and should be kept to a minimum. Do NOT block driveways or streets, and insure that emergency and service vehicles have access throughout the Park. Do NOT park on the grass, including the grass in the Common Areas.
- 8.6 No unlicensed, badly deteriorated, unsightly or inoperable vehicles are permitted to be parked or stored in the Park.
- 8.7 The Association reserves the right to restrict the operation of vehicular traffic within the Park which the Association deems to be detrimental to the safety and wellbeing of the Unit Owners and the preservation of Park grounds and roadways.
- 8.8 Recreational vehicles, boats and other motor vehicles may be parked in an assigned Reserve Parking space with permission of the Association upon pre-payment of a Charge determined by the Board, on a first-come first-served basis (See Article 17 for Reserved Parking Rules and Regulations).

**ARTICLE 9  
REFUSE**

9.1 Trash and recycled items are collected on a weekly basis, using containers provided by Lee County. The Association will work with Lee County contractors to develop a route for collection vehicles which minimizes collection time and wear on our roadways. Should any change in collection routes be necessary, they will be posted on the Association Bulletin Board. Residents are required to place trash and recycle containers in accordance with the current route.

9.2 Yard waste is collected on a weekly basis, and it must be placed in containers or bags, or stacked in accordance with the standards of the Lee County waste collection contractor.

9.3 Trash, recycled items and yard waste must be placed along the roadway by 6:00 A.M. on the day of collection. Items placed out on the previous evening must be in covered containers.

9.4 Dispose of smoking materials properly in ash trays, butt cans and trash containers. Do not litter the Common Areas, sidewalks, roadways or grass and recreational facilities with cigarette, ~~or~~ cigar butts or electronic cigarette cartridges.

**ARTICLE 10  
SELLING – LEASING or MOVING**

10.1 A purchaser of a Unit must qualify with the requirements for entry into the Park and membership in the Association, and must be approved in writing, by the Association before title to the Unit is transferred.

10.2 At least one (1) of the Residents of a Unit shall be 55 years of age or older. All Unit Owners and tenants must be approved by the Association.

10.3 Unit Owner may use a FOR SALE sign, not larger than 19” x 25”.

10.4 It is the legal responsibility of the Unit Owner who is selling his/her Unit to advise prospective purchasers of the Cooperative Documents of this Park. Specifically, they should be advised of the possibility that they will have to move the home if they are not approved, or if the home does not meet all requirements of the Park.

10.5 Unit Owner shall not assign the rights under the Occupancy Agreement or any interest therein, and shall not lease the Unit or any part thereof, or allow any person or persons to occupy or use the Unit without specific written consent of the Association. Any assignment or leasing without the Association’s consent shall be void, and may result in legal action against the Unit Owner.

10.5.1 Unit Owners wanting to lease their home must obtain approval from the board of directors and submit information regarding the proposed tenant on the approved Association form.

10.5.2 Unit Owners will be required to attach an addendum to all leases which shall become a part of the lease which shall be signed by the Unit Owner and the tenant. A copy

of the Form F - Lease addendum is available from the property manager or in the clubhouse.

10.6 You may not permit anyone to occupy your home in your absence without prior notification and approval of the Association.

10.7 The Unit Owner shall give the Association a minimum of 10 days notice of the intention to move.

10.8 When the home is removed from the lot, it is a Unit Owner's responsibility to leave the premises level, neat, free of debris, and such things as tie-downs, hardware, etc. Association trees and shrubbery will not be damaged. It may be necessary to dig up the shrubbery and replant after the move. It is the Unit Owner's responsibility to notify the Association 24 hours in advance of the planned time.

10.9 The cooperative unit in the Park can be transferred or assigned providing the assignee complies with the Cooperative Documents regarding becoming a new Unit Owner. Should the Unit Owner lose possession of the Unit by reason of a foreclosure on a lien against said Unit, as a result of a Sheriff's levy, assignment to the benefit of creditor, bankruptcy, and/or receivership, the Association shall consider that any successor in interest who may have possession, care, custody, and/or control of the Unit, will not be allowed to maintain occupancy in the Park unless approved by the Board of Directors. This does not pertain to ordinary sales of a Unit otherwise meeting Park standards and sold to prospective purchasers who are otherwise acceptable Unit Owners for entry into the Park.

## **ARTICLE 11 COMMON EXPENSES/ASSESSMENTS/FEES/PAYMENTS**

11.1 Unit Owners shall be responsible for an Assessment payable in U.S. Currency to the Association for the Common Expenses of the Association. The annual Assessment is payable in monthly installments. Assessments are divided equally among the 100 Units. The Assessment also provides funds for the cost of carrying out the duties of the Association and any other expenses designated by the Association as Common Expenses. The Association makes a determination annually as to the amount of common expenses and the pro rata share of each Unit Owner. The annual Assessment is made part of the Association's annual budget. The Board is also empowered to levy Special Assessments and other charges against Unit Owners for exclusive use of Common Elements.

11.2 The Unit Owner agrees to pay any Assessments in full, without any deduction or offsets, to the Association and that said amount shall be due and payable on the 1st day of each month (or quarter) and shall be considered delinquent after 5 calendar days of the due date. If the fee is mailed, the date of the postmark on the envelope should be no later than the first day of the month.

11.3 A check returned for insufficient funds, or for any other reason will cause an additional Charge at the current bank rate for processing.

**ARTICLE 12  
FINES**

The Association may levy reasonable fines against a Unit Owner for failure of the Unit Owner, his licensee, invitee or the Unit's occupant to comply with any provision of the Master Occupancy Agreement, Bylaws or reasonable Rules and Regulations of the Association. No fine will become a lien against a Unit. No fine may exceed the maximum permissible by law, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and if applicable, its licensee or invitee, pursuant to Chapter 719.303(3), of Florida Statutes.

**ARTICLE 13  
LIABILITY**

13.1 The Association and the management of this Park and its agents shall not be responsible for loss or damage caused by accident, fire, theft, or an act of God, to any home, vehicle or personal property or to Unit Owners, tenants or their Guests.

13.2 The Association and the management of the Park and its agents shall not be liable for any accident or injury to persons or property through use of the recreational or laundry facilities. Anyone using these facilities does so at his or her own risk.

13.3 All Unit Owners must carry liability insurance in the amount of \$50,000.00 and have fire insurance to cover their Unit. The Association may require proof of insurance.

**ARTICLE 14  
ZONING**

This Park is zoned AG with special use permit by the zoning authority of the Board of Commissions, Lee County, Florida. There are no plans for changing the use of the land.

**ARTICLE 15  
SWIMMING POOL**

15.1 Swimmers/bathers must shower at the pool immediately before entering the pool, and after each application of suntan lotion, must shower again before re-entering the pool.

15.2 Children under the age of 15 must be accompanied and supervised by a responsible adult while using the pool, the Clubhouse and all recreational facilities.

15.3 No running in the pool area, and no jumping or diving into the pool.

15.4 No animals in the pool area.

15.5 No glass containers may be used in the pool area. Food and beverages are not allowed in the pool or in the pool "wet deck" area (4' from the pool). The pool area must be left clean.

15.6 20 persons maximum in the pool.

15.7 The pool is open between dawn and dusk only. Use of the pool before dawn and after dusk is prohibited.

15.8 All pool equipment, such as umbrellas, may be left in the pool area, but must be returned to the storage area during high winds to prevent damage.

15.9 Radios are allowed only with earphones.

15.10 Pool users are warned that there is no lifeguard on duty.

15.11 No floatation devices are allowed with the exception of noodles, life jackets and arm floats that are worn.

15.12 Pool depth is measured in feet.

15.13 No smoking or use of tobacco products, including the use of e-cigarettes may be used in the swimming pool or patio ~~swimming pool~~ area except that smoking is permitted fifty (50) feet from the patio area. This prohibition extends to e-cigarettes as well.

## **ARTICLE 16 REPLACING HOMES**

All costs for replacing a home will be the responsibility of the Unit Owner.

16.1 Replacing homes in the Park requires the approval of the Association Board of Directors. Shareholders who are replacing their home need to consider all existing guidelines while selecting a design which will enhance the Park appearance.

16.2 The Board must be contacted and at least four (4) members shall determine the dimensions of the shareholder's lot.

16.3 The home design shall be such that the side facing the road (front) will include windows. Exits and stairs shall not infringe on setbacks required by Section 16.4

16.4 A scale drawing must be submitted showing the layout of the home, shed, carport and steps on the lot. Setbacks shall include: 15 feet from the road, a 5 foot setback on both sides, and a 10 foot setback in the rear. Completion of installation includes the home, shed, carport and steps as indicated on the scale drawing. Installation must adhere to Park Rules and Regulations and County codes.

16.5 The contractor doing the installation shall provide the company, contact name, address, phone number, business license number, and proof of liability insurance. He must also provide a \$1,000 damage/late installation completion deposit (see Section 16.10).

16.6 All subcontractors (electrical, plumbing, masonry, aluminum, landscaping, etc.) shall be licensed and bonded. Company name, address, phone number, business license number and proof of liability insurance are also required.

16.7 Electrical service to the new home shall be upgraded to current codes from the meter to the new home.

16.8 Sewer and water connections shall be updated to existing codes and must also include a cleanout.

16.9 Damage to Park property, (trees and shrubbery, water lines, utilities, sewer, roads, sidewalks, etc.) during the installation shall be the responsibility of the contractor and the Unit Owner. All repairs must be made within 30 days.

16.10 Installation of the replacement home will be completed in 6 months or less from the start date. The start date is the day the new home is brought into the Park. Failure to complete installation within six months or less will result in a forfeiture of the \$1,000.00 damage/late installation completion deposit. In addition, a \$100.00/month fine will be imposed for any other delays beyond the six month limit.

16.11 The Association shall be notified of the dates for old home removal and new home installation.

16.12 The Unit Owner or his representative shall be on site during the removal of the old home and installation of the new home.

16.13 The Unit Owner will install an underground drainage system that results in the gutter system draining to the street.

16.14 The Unit Owner must request permission from the Board of Directors if the new unit will be temporarily parked on the Common Ground south of Iona Road. Old units must be removed from the Park as soon as they are removed from the Unit Owner's lot.

## **ARTICLE 17 RESERVED PARKING AND LIMITED SHORT TERM PARKING**

17.1 Reserved Parking. Although Garden Cove Residence Association is not required to provide extra parking for Residents, we do have thirteen (13) spaces that are twelve (12) feet wide that are available at a monthly Charge established by the Board of Directors, on a first-come first-serve basis. Payment is to be made to Garden Cove Residence Association, Inc. and identified as a Parking Fee. Send with your monthly maintenance payment. THESE SPACES ARE RESERVED FOR PARK RESIDENTS ONLY.

17.1.1 A copy of current registration for each boat, automobile, van or motor home must be filed with Garden Cove Residence Association Parking Coordinator before your space is occupied. Send copies to the Park's management agent.

17.1.2 We do not allow “DEAD STORAGE” in any form. All motor homes, boats, vans and automobiles must have current license plates and be registered to Park residents. No unlicensed, badly deteriorated, unsightly or inoperable vehicles/boats are permitted to be parked in the Park and such vehicles may be towed. If the Association has to have a vehicle towed, the owner of the vehicle will be responsible for the costs associated with the towing.

17.1.3 Park only in the space assigned to you unless instructed to do otherwise.

17.1.4 No parking is allowed in the unassigned area north of the Utility Shed. The unassigned area south of the Utility Shed (between the walkway and Space #5 in the Reserved Parking Area) may be used for resident parking, limited to 2 hours.

17.1.5 Objects such as cement blocks, rocks, bricks or boards that are left in the Reserved Parking area spaces are a hazard to machinery and could cause injury to persons by flying debris. Please store these in a safe place when removing vehicles/boats from your Reserved Parking space.

17.1.6 Use of the Reserved Parking area as overnight sleeping quarters is prohibited. Garden Cove Residence Association is not a licensed RV park and does not have the facilities to allow it.

17.1.7 Each Resident is allowed one designated space (space permitting) in the Reserved Parking area. No Resident may have a second space in the Reserved Parking area unless no other Unit Owner desires a space.

17.1.8 Each vehicle in the Reserved Parking area must be parked in the numbered, designated parking spot.

17.1.9 Only noncommercial vehicles will be allowed to use the Reserved Parking area.

## 17.2 Limited Short Term Parking.

17.2.1 For Guests who visit a resident in the Park and need short term parking, we have spaces 14, 15 and 16 in the Reserved Parking area. These spaces may be used for up to fifteen (15) days at no charge. Residents must register Guests' names, Park address, make of vehicle, and license number/registration ON THE FIRST DAY OF USE.

17.2.2 Park residents may use parking spaces 14, 15 and 16 for a period not to exceed two (2) hours for rollover parking.

17.2.3 Do not leave valuables in your vehicle/boat or leave your vehicle unlocked. Garden Cove Residence Association IS NOT RESPONSIBLE for damage or loss due to the negligence of Unit Owners, tenants or their Guests.

17.2.4 FAILURE TO CANCEL PARKING WILL RESULT IN YOUR BEING CHARGED BY MANAGEMENT WHETHER YOU USED THE PARKING SPACE ASSIGNED TO YOU OR NOT.

17.2.5 All vehicles, boats or vans left in Reserved Parking spaces during the Hurricane season MUST BE TIED DOWN if the owner is not residing in the Park. You may park them under your carport. If a Hurricane or Tropical Storm is imminent, ALL vehicles in Reserved Parking must be tied down or parked under the Unit Owner's carport.

17.2.6 The Parking Coordinator is responsible for the reserved parking area only. The Parking Coordinator's name is listed on the Park bulletin board.

17.2.7 Any parking violations observed must be reported to the Board of Directors. The location, make, model and tag number of the vehicle should be included in the report. Only the Board of Directors is authorized to take action to enforce parking violations or to have a vehicle towed.

## **ARTICLE 18 UNIT OWNER INQUIRIES**

When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may, through its Board of Directors, adopt reasonable Rules and Regulations regarding the frequency and manner of responding to the Unit Owner's inquiries, one of which may be that the Association is obligated to respond to only one written inquiry per Unit in any given 30-day period. In such case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable; and the following procedure will be used for Unit Owner inquiries.

18.1 An "inquiry" is defined as a statement, complaint, or question, which specifically requests a written response from the Association.

18.2 An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the manager or management company at the time (and if there is no manager or management company, to the Association's Registered Agent).

18.3 All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the official records of the Association, or the address contained on the document constituting the inquiry.

18.4 No Unit Owner may submit more than one inquiry in a single piece of correspondence or document. Unit Owners wishing to submit multiple inquiries shall submit each separate inquiry



at least thirty (30) days apart. There shall be only one inquiry per Unit per thirty (30) day period, regardless of which Unit Owner submits such inquiry. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall render all pending inquiries null and void, and shall result in the Association's notification to the Unit Owner that he or she is obligated to comply with the Association's procedure prior to receiving a substantive response to his or her inquiry.

18.5 Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

18.6 Should any Unit Owner inquiry involve pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner.

18.7 The Association shall not be obligated, in responding to an inquiry under the Statute, to gather, collate, digest, abstract, interpret, or analyze information, or otherwise provide information to a Unit Owner, which is available through an inspection of the records of the Association. If an inquiry can be addressed through the Unit Owner's inspection of the official records of the Association, the Association may respond by notifying the owner that the records may be inspected, and identifying with particularity which records of the Association may be inspected in order to address the Unit Owner's inquiry.

18.8 Any violation of this Resolution shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same.

## **ARTICLE 19 INSPECTION AND COPYING OF ASSOCIATION RECORDS**

19.1 Minutes -- Minutes of all meetings of Unit Owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days.

19.2 Official Records -- The official records of the Association must be maintained within the state for at least 7 years. The records of the Association shall be made available to a Unit Owner within 45 miles of the cooperative property or within the county in which the cooperative property is located within 5 working days after receipt of written request by the board or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the cooperative property or the Association may offer the option of making the records available to a Unit Owner electronically via the Internet or by allowing the records to be viewed in an electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an

Association member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the Association has an affirmative duty not to disclose such information pursuant to this chapter.

19.3 The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an Association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. The minimum damages are \$50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one or more of its members, is personally subject to a civil penalty pursuant to s. 719.501(1)(d). The Association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in s. 719.504 and year-end financial information required by the department, on the cooperative property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. An Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records shall not be accessible to Unit Owners:

19.3.1 Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including 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 which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

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

19.3.3 Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this

subparagraph, the term “personnel records” does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

19.3.4 Medical records of Unit Owners.

19.3.5 Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Unit Owner other than as provided to fulfill the Association’s notice requirements, and other personal identifying information of any person, excluding the person’s name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association’s notice requirements. Notwithstanding the restrictions in this subparagraph, an Association may print and distribute to parcel owners a directory containing the name, parcel address, and all telephone numbers of each parcel owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

19.3.6 Electronic security measures that are used by the Association to safeguard data, including passwords.

19.3.7 The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

19.4 If, at or subsequent to inspection, a Unit Owner or a Unit Owner’s authorized representative desires to have a copy of a record, the Unit Owner shall designate in a separate writing, on a form provided by the Association (Form “C” available at the property manager’s office or in the Clubhouse), which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where official records are kept. Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

19.5 A Unit Owner or a Unit Owner's authorized representative shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$.50) per page. If copies are made by outside vendors, actual costs shall be charged to the owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. Except for copies made by the Unit Owner on the Unit Owner's portable device, no copy of a record shall be made unless and until payment for the copy is received. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. The cost of converting such records to written forms shall be in addition to the cost of copying such records, and the Unit Owner or the Unit Owner's authorized representative shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

19.6 No written request for inspection or copying shall be made in order to harass any Unit Owner, resident, or Association agent, Officer, Director or employee.

19.7 For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

19.8 All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of its personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, shall assign one staff person or officer to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

19.9 The Association shall maintain a log sheet (Form "D") which shall include:

19.9.1 The date of a written request for inspection;

19.9.2 The name of the requesting party;

19.9.3 The records which are requested;

19.9.4 The date of availability of records for inspection or copying;

19.9.5 The date of actual inspection or copying; and

19.9.6 The signature of the person inspecting or copying acknowledging receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt.

19.10 Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

19.11 Any requests for inspection and copying not complying with these rules shall not be honored, but the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying within five (5) working days after receipt of a non-complying request and shall indicate how the request fails to comply herewith.

19.12 The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.

19.13 Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

## **ARTICLE 20**

### **PARTICIPATION AT BOARD MEETINGS AND COMMITTEE MEETINGS**

20.1 Any Unit Owner desiring to speak at meetings of the Association shall be entitled to do so with respect to all designated agenda items. An Owner does not have the right to speak with respect to items not specifically designated on the agenda.

20.2 Any Unit Owner desiring to speak at a meeting must first file a written request with the chairman of the meeting prior to the commencement of the meeting. The request shall state the subject which the Unit Owner wishes to address.

20.3 No Unit Owner may exceed more than three (3) minutes with respect to any subject upon which the Unit Owner is recognized to speak. At the conclusion of his or her remarks, an Owner shall refrain from further comments as a courtesy to the next speaker.

20.4 Unit Owners do not have a right to either speak at or participate in any closed door meeting with the Association's legal counsel to discuss pending or threatened litigation, adverse agency action or personnel matters.

## **ARTICLE 21**

### **MISCELLANEOUS**

21.1 The Unit Owners are responsible not only for their conduct, but also for the conduct of tenants, Guests or visitors. Conduct that disturbs any neighbor's right to live in peace and tranquility is not permitted. Excessive noise and offensive language shall not be permitted. Profanity, abusive language, and threatening actions will not be tolerated.

21.2 The hours of 10:00 P.M. to 8:00 A.M. are to be observed as quiet hours.

21.3 Commercial enterprises shall not be conducted in the Park, under any circumstances. The Association may designate a Park-wide yard sale in February ~~and November~~ each year.

21.4 All solicitation, commercial or otherwise, is banned, with the exception that Park Unit Owners have the right to canvass and solicit as allowed pursuant to Section 719, Florida Statutes.

21.5 These Rules and Regulations may be amended by the Board from time to time as deemed necessary.

21.6 The rights of the Association contained herein are cumulative, and failure of the Association to exercise any right shall not operate to forfeit any other rights of the Association. No waiver by the Association of any rule or regulation shall be deemed to constitute or imply a further waiver of any other rule or regulation.

21.7 Clotheslines are not allowed on patios or around the home. The laundry area is provided for your use. Leave the washing machines, dryers and tubs clean. No tinting or dyeing permitted in the machines, please. Report any malfunction of the laundry equipment to the vendor. An umbrella pole behind the home is permissible.

21.8 All Unit Owners shall provide the Association, in writing, (1) with an alternative address and telephone number for those periods of time when they are not in residence in the Park; and (2) name, address and telephone numbers of next of kin or other person to be notified in case of an emergency.

Copies of Forms A-F referenced in these rules may be obtained from the Association's property manager. Additionally, copies of the forms referenced in these rules are available in the Clubhouse.