

**AMENDED AND RESTATED BYLAWS  
OF  
GULF HARBORS BEACH CLUB, INC.  
A Florida Non-Profit Corporation**

These Amended and Restated Bylaws of Gulf Harbors Beach Club, Inc., were duly adopted pursuant to Article 10 by majority vote of the Board of Directors on the 9<sup>th</sup> day of October, 2023, and supersede all previous Bylaws.

1. **ARTICLE 1** **Definitions**

1.1 The following terms as used in these Bylaws are defined as follows:

- 1.1.1 "Beach Club" means the Gulf Harbors Beach Club, Inc., a Florida corporation not-for-profit;
- 1.1.2 "Board" means the Board of Directors of the Beach Club;
- 1.1.3 "Bylaws" means the Bylaws of the Beach Club;
- 1.1.4 "Commercial Property" means the land and improvements situated on a single parcel of land having one or more units utilized primarily for commercial purposes;
- 1.1.5 "Common Areas" means all land and improvements owned or leased, and operated or controlled by the Beach Club, whether from the Developer or others, including but not limited to, recreational beaches, facilities, and parks;
- 1.1.6 "Developer" means Lindrick Corporation, a Florida corporation, and its successors and assigns;
- 1.1.7 "Declaration" means all Covenants and Restrictions of record for each subdivision in which the owners of real property are required to be members of Gulf Harbors Beach Club, Inc.;
- 1.1.8 "Community" means the area in Pasco County, Florida, west of U.S. Highway 19, south of Green Key Road, and north of Rudder Way;
- 1.1.9 "Lot" means any numbered lot on which a single-family home has been constructed, and which is designated as a residential building lot on a Plat or Plats of subdivisions or developments within the Community. "Lot" does not include Boat Mooring Lots;
- 1.1.10 "Boat Mooring Lot" is-any lot upon which a residence is not permitted, and which adjoins a waterway within the Community and is so designated by the Developer;
- 1.1.11 "Rental Property" means a Lot or unit being leased for residential purposes to tenants, but excluding duplexes, triplexes and apartment complexes;
- 1.1.12 "Owner" means:
  - 1.1.12.1 any person, excluding Developer, who holds fee simple title to a Lot or Unit;

1.1.12.2 any person who has contracted to purchase fee simple title to a Lot, Parcel, or Unit, pursuant to a written agreement (in which case the buyer under said agreement shall be considered the Owner while said agreement is in effect);

1.1.13 "Person" means any person, firm, corporation or other legal entity capable of holding fee simple title to a Lot, Parcel, or Unit;

1.1.14 "Parcel" means any named, lettered, tract shown on a Plat;

1.1.15 "Plat" means the plats of all subdivisions within the Community as from time to time recorded;

1.1.16 "unit" means each condominium unit within the Community.

1.1.17 "Members in good standing" means those members who are in compliance with all provisions of the bylaws, rules and regulations.

2. ARTICLE 2 Membership

2.1 Categories of Members. There shall be voting Regular Members and non-voting Associate Members.

2.2 Regular Members.

2.2.1 Each Owner, excluding the Developer, of a Lot or Unit within the Community, which had covenants and bylaws that included Beach Club membership prior to October 9, 2023, shall be, by virtue of such ownership, eligible to be a Regular Member of the Beach Club. Mandatory or voluntary membership shall be determined by the communities' bylaws and covenants, with prior approval of the Beach Club Board.

Owners and tenants of Lots or Units in subdivisions which were platted after October 9, 2023, are eligible to apply for membership in the Beach Club, subject to approval by the Board on a case-by-case basis. Approval will require the majority vote of the Board at a regular or special meeting. All such owners or developers who are requesting membership from new communities shall submit a written application. The Board may consider, among other reasonable factors, the impact the proposed membership will have on the Beach Club and its current membership at the time of the request and thereafter. The Board will notify the applicant in writing of the Board's approval or disapproval within 60 days after the meeting at which the vote was held.

2.2.2 The Owner of a Boat Mooring Lot in either Beach Club Estates or Gulf Harbors South Beach shall be, by virtue of said section's Declaration of Restrictions and Covenants, a Regular Member of the Beach Club. If such an Owner is also an Owner of a Lot in either Beach Club Estates or Gulf Harbors South Beach, no additional assessment will be levied against the Boat Mooring Lot.

- 2.3 Associate Members. Persons who are Tenants of a Rental Property within the Community, under a lease with a term for a specific duration of no shorter than one year, shall be eligible for associate non-voting membership in the Beach Club. Their period of membership shall run with the term of the lease, and end when the lease term ends.
- 2.4 Privileges of Members. Regular Members in good standing and Associate Members in good standing shall be entitled to and have license to use the Common Areas subject to such rules and regulations as may be established by the Board from time to time.
- 2.5 Voting.
- 2.5.1 Only Regular Members in good standing shall have the right to vote. The Developer shall be entitled to no vote(s).
- 2.5.2 Each Regular Member shall be entitled to one vote for each Lot or Unit owned within the Community. A Regular Member also owning a Boat Mooring Lot within the Community shall not have a separate vote by virtue of ownership of said Boat Mooring Lot.
- 2.5.3 There shall be only one vote attributable to each such ownership regardless of the number of persons who may have ownership interests therein, or of the manner in which the title may be held; the voting member shall be designated by the persons sharing such ownership.
- 2.6 Suspension of Privileges of Membership. The Board may suspend the privileges of any member during:
- 2.6.1 any period during which any dues, assessments, fees, or charges of such member remain unpaid;
- 2.6.2 a violation of any Beach Club Rules or bylaws, for a period of time determined by the Board of Directors.
- 2.6.3 Within 10 days after receipt of a letter notifying a member of the violation committed and action to be taken, the member may request in writing to address the Board at the next regular meeting to express any mitigating circumstances that may alter the recommended action.
- 3 ARTICLE 3 Evidence of Membership
- 3.1 The Board will determine what measures will be utilized to verify membership when entering the Beach Club. These measures will be reasonable, efficient and in the best interests of the membership.
- 3.2 Termination. When a Regular Member ceases to be an Owner, such person's membership and those Associate Memberships existing through relationships to the Regular Member shall cease; when an Associate Member who is a Tenant of a Rental Property shall cease to reside in the Community, such person's membership s

shall cease; but such Regular Member and such Associate Member shall remain liable for all unpaid Beach Club dues, assessments, fees, and charges.

4 **ARTICLE 4** Meetings of Regular Members

4.1 Place of Meetings. All meetings of the Beach Club shall be held in Pasco County, Florida, at such place as may be stated in the notice of such meeting.

4.2 Annual Meeting. The annual meeting of the Beach Club shall be held at a time and place to be determined by the Board.

4.3 Special Meetings. Special meetings may be called by the Board at any time, and special meetings shall be called upon written petition of ten percent (10%) of the Regular Members in good standing of the Beach Club. The petition and notice of such meeting shall set forth the purpose of the special meeting.

4.4 Notice of Meeting. Notice of the place, date, and time of the meetings will be made by posting on the beach electronic billboard, Social Media account or other reasonable means five (5) days before the meeting.

4.5 Quorum. A quorum at either an annual or special meeting shall be five percent (5%) of the Regular Members entitled to vote represented in person or by written proxy. The vote of a majority of the votes cast at any meeting at which a quorum is present shall constitute the adoption of any matter voted upon by the members, unless a greater proportion is required by the Restated Articles of Incorporation or bylaw.

5. **ARTICLE 5** Board of Directors

5.1 Powers. In addition to all powers authorized by law and not by way of limitation, the Board shall possess and exercise the following powers and authorizations:

5.1.1 The Board shall manage and control the affairs of the Beach Club.

5.1.2 The Board shall adopt a corporate seal as the seal of the Beach Club.

5.1.3 The Board shall designate a banking institution or institutions as depository for the Beach Club's funds, and the officer or officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Beach Club.

5.1.4 The Board shall be authorized to borrow money for Beach Club purposes. A resolution by the Board that the interests of the Beach Club require the borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper corporate purpose. Subject to conditions of title of record, the Board may, if it determines that the same shall be reasonably necessary, assign, pledge, mortgage, or encumber any of the Common Areas as security for such borrowings, and may pledge or assign future revenues of the Beach Club as security therefor.

5.1.5 The Board shall adopt such rules and regulations relating to the use of the Common Areas, and sanctions for non-compliance therewith, as it may deem reasonably necessary for the best interest of the Beach Club and its members. The Board may also charge user-fees for the use of said Common Areas, except as provided in Article 2.4 herein.

- 5.1.6 The Board may cause the Beach Club to employ sufficient personnel to adequately perform the responsibilities and functions of the Beach Club.
- 5.1.7 The Board may negotiate and adopt agreements with any person or corporation for the maintenance of the Common Areas.
- 5.1.8 The Board may adopt reasonable rules of order for the conduct of the meetings of the Beach Club, otherwise such meetings shall be governed by Roberts Rules of Order.
- 5.1.9 The Board shall annually elect the officers of the Beach Club, and may from time to time establish such committees as deemed necessary to carry out the duties and responsibilities of the Board.
- 5.1.10 The Board shall be authorized and empowered to enter into agreements with the Developer and with other organizations operating within the Community.
- 5.1.11 The Board shall be responsible for all financial matters dealing with the corporation, including the formulation and adopting of an annual budget, the adoption of the amount of membership dues and assessments, and the procedure for the operation of the corporation within said budget.
- 5.1.12 The Board shall be empowered to permit the use of the Common Areas by designated non-members upon such terms and conditions as may be set from time to time.
- 5.1.13 The Board shall perform such other acts and have such other powers and authorizations as are explicitly or implicitly allocated to the Board in or by any Declaration.
- 5.2 Permanent Board of Directors. The Board of Directors shall have Nine (9) directors, all of whom shall be Regular Members in good standing. The directors shall serve staggered 3-year terms. A director who has served a full 3-year term shall be eligible for re-election. A convicted felon may not serve as a director.
- 5.3 Election. No later than one month prior to the annual meeting a Nominating Committee appointed by the President shall submit a slate of nominees for director, consisting of one or more persons for every open position. By a simple majority vote of directors a proposed candidate may be rejected by the board. Additional nominees may be nominated from the floor at the annual meeting. The names of the nominees shall be included in the notice of the annual meeting. The election shall take place at the annual meeting and shall be by secret ballot if there is more than one nominee for every open director position. Each Regular Member in good standing shall be entitled to vote the number of votes held by him or her for each open director position. The nominees receiving the highest number of votes shall be elected.
- 5.4 Proxies. Every member in good standing entitled to vote shall have the right to do so either in person or by proxy. Said proxy shall be in writing executed by such member or his duly authorized agent and filed with the Secretary of the Beach Club prior to the meeting at which the vote is taken. A proxy shall expire no later than ninety (90) days from the date of the proxy.

- 5.5 Meetings of the Board of Directors. The Board shall meet at least quarterly. Special meetings of the Board may be called by the President or by a majority of the Board and shall be held at such place as the notice of the meeting shall designate. Notice of a special meeting shall be given in writing or orally at least 48 hours prior to the date of said special meeting, or notice thereof may be waived by all Directors in writing or by attendance at such meeting.
- 5.6 Action Without Meeting. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized by majority of the Board. Due to the necessity of managing repairs, execution of projects, expeditious resolution of disciplinary matters, or anything the Board deems necessary, an electronic vote ((email thread, etc.,) can be utilized. The electronic vote will be memorialized at the next regular Board meeting.
- 5.7 Quorum. A majority of the Directors shall constitute a quorum to transact business of the Board, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.
- 5.8 Vacancies. If any vacancy exists on the Board such vacancy shall be filled by the remaining Directors, even though those remaining Directors might be less than a quorum. Any person so elected as Director shall serve out the unexpired term of the Director he or she has replaced.
6. ARTICLE 6 Officers.
- 6.1 Officers. The officers of the Beach Club shall be the President, one or more Vice Presidents, the Secretary, the Treasurer, and such other officers and assistant officers as the Board may from time to time elect. Officers shall serve at the will of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Secretary and Treasurer need not be members of the Board; all other officers must be members of the Board.
- 6.2 President. The President shall be the general managerial officer of the Beach Club, and shall be vested with the powers and duties generally incident to the office of President of a non-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these Bylaws.
- 6.3 Vice President. In the absence of a President, or in the event of his or her inability or refusal to act, each Vice President is empowered to act and shall thereupon be vested with the powers and duties of the President. In the event that there is more than one Vice President, the Board shall establish the order in which they serve.
- 6.4 Secretary. The Secretary of the Beach Club shall keep the minutes of the membership meetings of the Board. He or she shall mail, or cause to be mailed, all notices required under the Bylaws. He or she shall have the custody of the corporate seal and record and maintain a list of the members and their addresses and perform all other duties incident to the office of Secretary.

- 6.5 Treasurer. The Treasurer shall have custody of the monies of the Beach Club, collect monies when due, pay the obligations of the Beach Club out of its funds, prepare the annual budgets, and perform such other duties as are incident to the office of Treasurer. The Board may require that the treasurer be bonded for such amount and under such conditions as the Board may require.
- 6.6 Removal of Officers. Any officer may be removed when, in the judgment of the Board, the best interests of the Beach Club will be served by such removal.
- 7 ARTICLE 7 Dues, Assessments and User Fees
- 7.1 Regular Members. Regular Members shall pay such dues, assessments, and fees as may be set from time to time by the Board.
- 7.2 Associate Members. Associate Members shall pay such dues, assessments, and fees as may be set from time to time by the Board.
- 8 ARTICLE 8 Duties of Members
- 8.1 Payment of Dues, Assessments and Charges. All dues, assessments, user fees and charges, plus applicable sales taxes shall be due and delinquent if not paid on or before the 20<sup>th</sup> day past the due date. Effective 30 days past the due date such delinquent accounts, plus interest accruing at the maximum allowable rate from the date of delinquency, plus all costs of collection (including a reasonable attorney's fee) shall constitute a lien on all property within the Community owned by a Regular Member who is required to be a Regular Member of Gulf Harbors Beach Club, Inc., by virtue of the ownership of a Lot or Unit within the Community. Notice of Lien may thereafter be recorded in the Public Records of Pasco County, Florida, and upon payment in full, a Satisfaction shall thereupon be recorded.
- 8.2 Enforcement. The lien provided for herein may be foreclosed by suit by the Beach Club in like manner as a mortgage and, in such event, the Beach Club may be a bidder at the foreclosure sale. The Beach Club may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.
- 8.3 Proof of Payment. Upon request, the Beach Club shall furnish a statement certifying that all dues, assessments, and charges then due have been paid or indicating the amount then due.
- 8.4 Suspension. The Beach Club shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any Owner or to any person, claiming under him or her unless or until all dues, assessments, fees and charges to which they are subject have been paid.
9. ARTICLE 9 Indemnification The Beach Club shall indemnify every Director or Officer, his or her heirs, and personal representatives, against expenses reasonably incurred by him or her in connection with any action, suit, or proceeding to which he or she may be made a party by reason of his or her being or having been a Director or Officer of the Beach Club, except in relation to matters as to which he or she shall be finally adjudged in such action, suit, or

proceeding to be liable for negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Beach Club is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he or she may be entitled.

10. ARTICLE 10 Amendments. These Bylaws may be amended only by a majority vote of the members of the Board of Directors present at a regular or special meeting.

ATTESTED TO:

William Lawless  
William Lawless, as president  
Gulf Harbors Beach Club, Inc.  
5345 West Shore Drive  
New Port Richey, FL 34652

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence on November 7<sup>th</sup>, 2023, by William Lawless, who is personally known to me or who produced Drivers License as identification.

Angela Barone  
Angela Barone, Notary Public

My commission expires:

Prepared by and return to:  
Gulf Harbors Beach Club, Inc.  
5345 West Shore Drive  
New Port Richey, FL 34652

