

# High Point Community Property Owners, Inc.

## 2023

## By-Laws, Rules & Regulations



**Welcome Center**  
**8008 Baltic Street**  
**Brooksville, FL 34613**  
**Office: 352-596-2397 Fax: 352-596-5201**

[www.highpointbrooksville.net](http://www.highpointbrooksville.net)

# High Point Community Property Owners, Inc.

8008 Baltic Street, Brooksville, Fl 34613

Office # 352-596-2397 \* Fax # 352-596-5201

## 2023 Board of Directors

\*\*\*\*\*

President Paul Quintin

Vice President Charlie Craig

Treasurer Lynda Anderson

Secretary Debbie Polidoro

Paul Quintin 919-210-1574

Charlie Craig 352-515-5758

Lynda Anderson 352-596-4436

Debbie Polidoro 717-917-5886

Kenneth Greenlaw 207-965-575

Ray Thomas 352-397-6473

Tina Smyers 864-710-8909

\*\*\*\*\*

## Committees

### Budget & Finance

Lynda Anderson  
Paul Quintin  
Board of Directors

### Community Center

Charlie Craig  
Tina Smyers  
Ken Greenlaw

### By-Laws/Nominations

Paul Quintin  
Charlie Craig  
Debbie Polidoro

### Recreation

Paul Quintin  
Ray Thomas

### Information Booth

Ray Thomas  
Ken Greenlaw

### Human Resources

Tina Smyers  
Lynda Anderson  
Ray Thomas

### Groundskeeping/Equipment &

#### Maintenance

Charlie Craig  
Ken Greenlaw

### Permits

Debbie Polidoro  
Ken Greenlaw  
Paul Quintin

### Community Center Supplies

Lynda Anderson  
Tina Smyers

### RV Compound/Dog Park

Ray Thomas  
Debbie Polidoro

## Independence Day Celebration - All Board Members

\*\*\*\*\*

## Meeting Dates for 2023

GENERAL MEETINGS – February 9th, April 13th, October 5th, 2023 all at 1:00 pm - Community Center

BUDGET & BY-LAW MEETINGS -October 19, 2023 at 1:00 pm - Community Center

ANNUAL VOTE/ELECTION - December 7, 2023 at 1:00 pm - Community Center

BOARD MEETINGS - Last Tuesday of Every Month - at 9:00 am - Baltic Bldg/Welcome Center

**Table of Contents**  
**By-Laws Booklet**

**Amended and Restated Articles of Incorporation for  
High Point Community Property Owners, Inc.  
(A Not for Profit Corporation)**

**Amended and Restated Restrictions and Covenants for  
High Point Community Property Owners, Inc.**

**Amended and Restated By-Laws for  
High Point Community Property Owners, Inc.**

**Appendix  
Basic Rules and Regulations**

## TABLE OF CONTENTS

<b>Amended and Restated Articles of Incorporation.....</b>	<b>3</b>
<b>Amended and Restated Restrictions and Covenants</b>	
Improvements.....	6
Set Backs.....	9
Wells, Septic Tanks.....	9
Use of Lots.....	9
Storage for Trailers, Boats. Golf Carts.....	10
Pets.....	10
Care of Property/Laundry.....	11
Signs.....	11
Limitation on Mobile Home Size, Placements and Model Type.....	11
Hurricane Tie-Downs.....	12
Rules and Regulations.....	12
Completion of Improvements, etc.....	12
Solicitation and Sales.....	12
Homeowners Responsibilities.....	12
Housing for Older Persons.....	13
Propane Gas Tanks.....	15
Zoning and Platting.....	15
Violations.....	15
Modification.....	15
Limitation on Ownership.....	15
Service Dues and Assessments.....	16
<b>Amended and Restated By Laws.....</b>	<b>17</b>
Bylaw I. Objectives and Purposes of the Corporation.....	17
Bylaw II. Principal office and Registered Agent.....	17
Bylaw III. Membership.....	18
Bylaw IV. Directors.....	18
Bylaw V. Officers.....	20
Bylaw VI. Community Association Manager.....	21
Bylaw VII. Meetings.....	21
Bylaw VIII. Finances and Assessments.....	22
Bylaw IX. Corporate Seal.....	23
Bylaw X. Fiscal Year.....	23
Bylaw XI. Amendments.....	23
<b>Appendix Basic Rules and Regulations.....</b>	<b>24</b>

**Amended and Restated Articles of Incorporation for  
High Point Community Property Owners, Inc.  
(A Corporation Not for Profit)**

These are the Amended and Restated Articles of Incorporation of High Point Community Property Owners, Inc., a Corporation organized under the provisions of Chapter 617, Florida Statutes, to operate and administer the Mobile Home community known as High Point, originally created as High Point Mobile Home Subdivision, Units One through Six. These By-Laws replace and supersede all prior versions and provisions. The plats for these six units were originally recorded as follows:

<u>Subdivision</u>	<u>Plat Book and Page</u>
High Point Mobile Home Subdivision, Unit 1	Plat Book 10, Pages 99-100
High Point Mobile Home Subdivision, Unit 2	Plat Book 11, Page 92
High Point Mobile Home Subdivision, Unit 3	Plat Book 12, Pages 29-30
High Point Mobile Home Subdivision, Unit 4	Plat Book 12, Pages 63-66
High Point Mobile Home Subdivision, Unit 5	Plat Book 12, Pages 113-116
High Point Mobile Home Subdivision, Unit 6	Plat Book 12, Pages 117-120

The original Restrictions and Covenants for the community were originally recorded as shown below, in the Public Records of Hernando County, Florida, and have been subsequently amended.

<u>Subdivision</u>	<u>O.R. Book and Page</u>
High Point Mobile Home Subdivision, Unit 1	O.R. Book 212, Page 629
High Point Mobile Home Subdivision, Unit 2	O.R. Book 256, Page 383
High Point Mobile Home Subdivision, Unit 3	O.R. Book 272, Page 663
High Point Mobile Home Subdivision, Unit 4	O.R. Book 286, Page 446
	O.R. Book 287, Page 816
High Point Mobile Home Subdivision, Unit 5	O.R. Book 291, Page 227
High Point Mobile Home Subdivision, Unit 6	O.R. Book 291, Page 229

**Article I – Name**

The name of the Corporation is High Point Community Property Owners, Inc.

**Article II – Purposes**

The general nature, objectives, and purposes of this Corporation shall be to own the fee simple title to certain recreational properties and carry out community projects, engage in certain recreational functions, to operate and manage the High Point Community as its Homeowners' Association, and to exercise all of the powers enumerated in Chapter 617 of the Florida Statutes and the governing documents of High Point.

**Article III – Membership**

All persons in the High Point Community units one through six and being owners of property shall be admitted to such membership by the recording of the conveyance of such party of the fee simple title to a portion of said property in the Public Records of Hernando County, Florida. The conveyance by any such party of the fee simple title portion of said property, in the aforementioned units one through six, High Point Community, shall automatically divest such party of membership in this Corporation.

**Article IV – Corporate Existence**

The term for which this Corporation is to exist is perpetual, unless and until the Community is terminated pursuant to Florida law and the governing documents.

## **Article V – Officers**

The Officers by whom the affairs of the Corporation are to be managed shall be a President, Vice President, Secretary, and Treasurer, and, in addition, such other assistant Officers as may be determined to be necessary or appropriate by the Board. The Officers shall be elected by the Board of Directors for a period of three years at the organizational meeting following each election and all Officers shall serve until their term expires, or they are either removed from office by the Board or they resign.

## **Article VI – Board of Directors**

Section 1. The Corporation shall have the number of Directors provided for in the By-Laws.

Section 2. Each member of the Board of Directors must be a member of the Corporation.

Section 3. The members of the Board of Directors shall be elected by the members of the Corporation at its annual meeting, which meeting shall be held in accordance with the By-Laws and other applicable laws.

## **Article VII – By-Laws**

The Board of Directors shall provide such By-Laws for the conduct of its business and the carrying out of its corporate purposes and objectives, as the Board and the members may deem necessary from time to time, and as required to properly operate and manage the Community.

## **Article VIII – Amendments**

Section 1. The Articles of Incorporation may be amended by an affirmative vote of two-thirds of those members who cast a ballot, at any regular or special meeting of the membership, upon due notice having been given and a quorum having been present. The notice of any meeting called or held for the purpose of considering an amendment to these Articles of Incorporation shall include a copy of all proposed amendments to these Articles, along with a ballot for voting.

Section 2. Any such amendment of these Articles of Incorporation shall become effective when said amendment has been executed on behalf of the Corporation, and filed with the Secretary of State of the State of Florida.

## **Article IX – Principal Place of Business**

The principal place of business shall be located at 8008 Baltic Street, Brooksville, Florida 34613, or at such other place as hereafter may be designated by the Board of Directors.

## **Article X – Miscellaneous**

For the regulation of the business and the conduct of the affairs of the Corporation provision is hereby made as follows:

- (a) Meetings of the Board of Directors and of the members are generally to be held on High Point property.
- (b) Any one or more of the Directors may be removed, either with or without cause, at any time by a majority vote of the members voting either by written consent, or at a special meeting held for that purpose, in accordance with the requirements of Florida law and the By-Laws. Any vacancy created by the removal of one or more directors may be filled in accordance with the By-Laws.
- (c) Any Officer of the Corporation may be removed, either with or without cause, at any time by vote of the majority of the Board of Directors.
- (d) All corporate powers, including the sale, mortgage, hypothecation, and the pledge of the whole or any part of the corporate property shall be exercised by the Board of Directors except as otherwise expressly provided by law or the governing documents.
- (e) All newly elected or appointed directors must be certified as per By-Law 4 Section 4a.

## **Article XI – Indemnification**

The Corporation shall indemnify any and all persons who may serve or who may have served at any time as Directors or Officers, and Committee member appointed by the Board, and their respective heirs, personal representatives, successors and assigns, from and against any and all expenses, actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or which may be asserted against them by reason of their being or having been Directors or Officers of the Corporation, except as to actions as to which the breach or failure to perform the duties of the Officer or Director is determined by a court, or by the Board in the event of a settlement, to constitute:

- 1. A violation of the criminal law, unless the Officer or Director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against any Officer or Director in any criminal proceeding for violation of the criminal law stops that Officer or Director from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law, but does not stop the Officer or Director from establishing that he or she had reasonable cause to believe that his or her conduct was not unlawful; or
- 2. A transaction from which the Officer or Director derived an improper personal benefit, either directly or indirectly; or
- 3. Recklessness or an act of omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, or actions which evidence that the person seeking indemnification knowingly violated their powers and duties.

Amended and Restated Restrictions and Covenants for

High Point Community Property Owners, Inc.

These are the Amended and Restated Restrictions and Covenants of High Point Community Property Owners, Inc., a Corporation organized under the provisions of Chapter 617, Florida Statutes, to operate and administer the Mobile Home community known as High Point, originally created as High Point Mobile Home Subdivision, Units One through Six. These By-Laws replace and supersede all prior versions and provisions. The plats for these six units were originally recorded as follows:

<u>Subdivision</u>	<u>Plat Book and Page</u>
High Point Mobile Home Subdivision, Unit 1	Plat Book 10, Pages 99-100
High Point Mobile Home Subdivision, Unit 2	Plat Book 11, Page 92
High Point Mobile Home Subdivision, Unit 3	Plat Book 12, Pages 29-30
High Point Mobile Home Subdivision, Unit 4	Plat Book 12, Pages 63-66
High Point Mobile Home Subdivision, Unit 5	Plat Book 12, Pages 113-116
High Point Mobile Home Subdivision, Unit 6	Plat Book 12, Pages 117-120

The original restrictions and covenants for the community were originally recorded as shown below, in the Public Records of Hernando County, Florida, and have been subsequently amended.

<u>Subdivision</u>	<u>O.R. Book and Page</u>
High Point Mobile Home Subdivision, Unit 1	O.R. Book 212, Page 629
High Point Mobile Home Subdivision, Unit 2	O.R. Book 256, Page 383
High Point Mobile Home Subdivision, Unit 3	O.R. Book 272, Page 663
High Point Mobile Home Subdivision, Unit 4	O.R. Book 286, Page 446
	O.R. Book 287, Page 816
High Point Mobile Home Subdivision, Unit 5	O.R. Book 291, Page 227
High Point Mobile Home Subdivision, Unit 6	O.R. Book 291, Page 229

**1. Improvements:** “Improvements” are defined as the following (but not limited to) manufactured homes, sheds, fences, swimming pools (including screen enclosures), garages, carports, cement/pavers driveway and patios, screen and sunrooms, artificial ponds, gazebos, hot tubs, spas, dog houses, playhouses, storage buildings, decks (provided the platform is above ground level), canopies, tents, as well as other structures approved in accordance with the Rules & Regulations of the Corporation.

All improvements must be submitted using the proper forms, available in the community office and may not commence without approval from the Permits Committee of the Board of Directors. Forms must be filled out completely and signed by the homeowner, manufactured home dealer or building contractor. No building addition or other structure shall be commenced without approval of the Corporation. The Corporation may use its discretion on whether to approve any proposed improvement.

All swimming pools must be in-ground and be properly enclosed with a screen enclosure.

The use of “canopy style” enclosures and free-standing screen rooms will be allowed when approved by the Board of Directors. (A variance and temporary use length will be required).



Improvement applications must include the nature, size, shape, floor plan, height, material as well as the location of the improvement relative to the home. Distances from lot boundary lines must also be included. The Board of Directors may use their discretion in the approval of any improvements to ensure consistency and harmony with existing structures in the community. No structures, including manufactured homes, may be more than seventeen feet (17') in height.

The Corporation may through its Rules & Regulations:

- prescribe the procedure for the submission of application for improvements;
- prescribe an appeal procedure for rejected application;
- prescribe procedures for monetary fines for the failure to complete an improvements as submitted and approved within the allowed time period (120 days from the date of approval).

The Corporation may expand its funds to bring an improvement into compliance with the By-Laws when an owner refuses or fails to do so. A lien in favor of the Corporation shall be placed against the lot and owner affected to secure the repayment of any funds expended, as well as attorney's fees incurred in connection with the violation. The procedure for recording and foreclosing the lien will be the same as that which applies to unpaid assessments.

Prefabricated sheds and prefabricated structures are prohibited in High Point. Hernando County Building Permits and High Point Permits for attached sheds, and or other attached structures are required and must be presented to the Board of Directors for approval. All structures must have a concrete base and be attached to the home roof line. This attachment must be esthetically correct and follow the total roof line, must have an exterior of a similar color and architectural type as existing structures on the lot. All work must be completed within 120 days.

(2) All hot tubs, and spas must be completely enclosed with an attached screen enclosure, or fenced, in accordance with guidelines established by the Association, and such installations must have the prior written approval of the Board of Directors of the Association, and any required Hernando County permits.

(3) The addition of any shed or other structure must not reduce the usable parking space under any carport to less than 15 feet, or eliminate the use of the garage if no carport exists on the lot.

(a) Garage door height shall not exceed 10 feet high.

(4) No sheds or other structures may be placed on an unimproved lot (a lot without a mobile home on it) except as part of the approved installation of a new or replacement mobile home.

(5) Temporary structures such as tents and canopies are permitted in rear yards for no more than three days at a time.

(6) Chain link or solid white vinyl fences are permitted on property after approval of the Association has been obtained. A copy of a Hernando County permit must be submitted, where required, prior to approval and prior to any installation taking place. The maximum height of any chain link or solid white vinyl fence may not be more than 48 inches.

(a) Fences are not permitted in the front of the house, and fencing is not permitted to be constructed in any right-of-way, but decorative fences may be permitted in the front of the house, so long as these are placed no further forward than the overhang of the front of the roof line on the home. Decorative, privacy enclosures for patios, approved by the Board of Directors may be allowed on the sides or rear of the home as setbacks allow. Height of these enclosures not to exceed 72”.

(b) Fences used as A/C, patio enclosures, perimeter or vision barriers, as approved by Board of Directors, must be white vinyl, molded or composite materials to deter deterioration.

(c) Fences must be placed so as to begin at a rear corner of a home, may continue to the rear property line, across the back property line to the carport side property line, then toward the street along the carport side of the building to the area of the back door and extend under the carport to allow pet shelter under the carport. No fence will be permitted that reduces the covered parking to less than required. The specific placement of fencing must be approved in writing by the Board of Directors prior to installation. Portable fences are not allowed.

(d) Privacy fences will be considered for homes that border on the perimeter of High Point. The height is to be determined at the time of the application for approval.

(e) Variances to these specific requirements may be considered by the Board of Directors, provided that the Board determines that this will not adversely impact any neighbors or other residents, and further provided that notification and approval from affected neighbors must be obtained by the applicant

(f) Fences or enclosures are permitted to conceal air conditioning equipment and/or heat pumps on the exterior of the unit, provided these do not exceed 60 inches in height, and they must be located no more than 36 inches away from the unit which is being enclosed.

(7) Pursuant to Section 720.304 of the Florida Statutes, any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on or near to Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful manner, portable, removable official flags, not larger than 4½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. This is not intended to prevent homeowners from flying these flags, or any other flags, which are not prohibited by the rules and restrictions, on other days. Other types of legitimate flags may also be flown, provided these are no larger than 4½ feet by 6 feet.

(a) Flag poles may be permitted, with the written approval of the Board regarding location and size. There will be a maximum height limitation of 20 feet for flag poles, but written approval is still required prior to the installation of a flag pole. Flags are only to be flown on flag poles, or on an appropriate pole or similar structure which is attached to the mobile home.

(b) Flags must also be flown in accordance with all requirements of State and Federal law, including the United States Flag Code set forth in Title 4 of the United States Code beginning at Section 1 of Title 4.

(8) In the event that a home is removed from one of the lots, the homeowner has a maximum of (90) ninety days to replace the home on the property, or to demonstrate to the Board of Directors that an extension of time is needed and that a diligent and continuing effort is being made to obtain a replacement home. If a replacement home is not placed on the lot within this time frame, the lot is promptly to be returned to its original condition by the lot owner, including the removal of all improvements to the lot. Until such lot is returned to its original condition, assessments will continue to come due against the lot at the full amount assessed against occupied lots, and the homeowner will continue to be responsible for any such assessments coming due as if he or she were residing in a home on the lot.

(9) If a home is damaged, contaminated, deteriorated, condemned by local or state authorities or destroyed, so that it must be removed from the lot, the homeowner has a maximum of ninety (90) days to remove the home and to either replace the home or restore the lot to its original condition, unless a written extension of time is approved by the Board of Directors. Once the lot is restored to its original condition, until such time as a home is placed on the lot the owner will only be responsible for the assessments being imposed at that time against vacant lots.

(a) If a home is damaged and is in a condition which allows it to be repaired, the homeowner must proceed to make all required repairs promptly and diligently continue with such repairs until these are completed.

(10) Solar panels must comply with all county engineering guidelines.

(11) Holiday decorations shall be removed within one month after said Holiday.

**2. Set Backs:** Except for approved fences under the terms hereof, no structure of any type shall be erected or placed on any lot other than within the following setbacks, and any specific expectations which may apply. Setbacks are measured from the property lines. All normal lots shall have a front (address side) setback of 20 feet, side setbacks of 5 feet and rear setback of 12 feet. Corner lots shall have a front (address side) setback of 20 feet; on the other street side (not the address side) a setback of 12 feet; and the side not facing a street a setback of 5 feet.

(a) Any concrete which is installed for the purpose of forming a driveway or parking pad must be installed at grade level, and a 5 feet minimum setback must be maintained on any sides of the property not facing a street.

**3. Wells, Septic Tanks:** No wells shall be installed in, or under any lot without prior written approval of the Corporation. No septic tanks allowed.

**4. Use of Lots:** All lots in said subdivision shall be used for single-family residential purposes only. A maximum of two persons per bedroom may occupy a lot, except for short-term guests as permitted by the Rules and Regulations. No commercial or business activities shall be conducted on any lot in the subdivision, unless this is incidental to the residential use of the lot and in accordance with rules and regulations adopted by the Board from time to time. Only permitted vehicles may be parked on the lots within the subdivision, and any such vehicles must be parked on a driveway or on a poured concrete pad specifically constructed and approved by the Association for parking adjacent to the driveway, or under a carport, or on a driveway consisting of 4" (minimum) pavers installed with Board of Director approval by a Licensed Contractor. Utility trailers must be stored under a carport so long as they are backed in and only are visible from the side of the property facing the road. No unlicensed, inoperable, or abandoned vehicles may be parked or stored on any lots in the community. The construction of any improvements will be subject to approval under Section 1 of these restrictions. Residents are prohibited from parking vehicles on the front lawn on a permanent basis, although overflow parking on a temporary basis on the lawn is permitted so long as the parking does not cause ruts, or destruction of grass or ground cover on the property.

No vehicles are to be stored or permanently parked on the front lawn, and no vehicles are to be parked on the front lawn if there is other available space on the lot where parking is permitted. Owners are also prohibited from parking in any other location on their lot, except those specified above, or from parking any vehicle on another owner's lot unless they have permission in writing from such owner to do so and any such parking must be on the driveway or on a poured concrete pad, or under the carport.

- (a) Any stone or mulch parking pads which were previously permitted, or grandfathered in and allowed to remain, must be removed within 90 days from the sale or transfer of the ownership of any lot. The new owner must replace any stone or mulch parking pad with a poured concrete pad or 4 inches thick pavers approved by the Association, or otherwise must eliminate any stone or mulch parking pad at the time that the new owner takes title.
- (b) Golf cart paths must be built out of 4 inch pavers, flagstone, or asphalt. Path must be either two (2) track or one solid path, no more than 5 feet wide. The path can adjoin the driveway beyond the county right of way (ROW) set back. A county permit will be needed if the path crosses the county ROW.

**5. Storage for Trailers, Boats, Etc.:** No travel trailer, motor home, boat or boat trailer, truck or tractor designed to haul or pull, may be kept or stored on any lot, except: (a) a boat and accompanying boat trailer may be kept on a lot but only if stored under a carport; (b) travel trailers, recreational vehicles, and motor homes may be parked on the homeowner's lot for a maximum period of ten (10) days at a time for the sole purpose of loading, unloading, or repairing same. Guests with Recreational Vehicles may be parked and use same as a dwelling on a homeowner's lot for a period not to exceed ten (10) days with a variance. (A compound storage facility may be made available from time to time for the storage of boats and trailers, travel trailers, recreational vehicles, motor coaches, and utility trailers for a fee.)

(a) **Golf Carts:** All golf carts must be registered at the Homeowners Association Office/Welcome Center or with the Golf Club (members only). Homeowners must register at the Homeowners Association Office/Welcome Center annually and show proof of insurance. A five (5) digit number and a registration sticker will be issued. (Registration sticker should be placed on left front window). All numbers should be three (3) inches in height and placed on the front or rear fender on both sides.

Golf Club Members will be issued a three (3) digit number by the Golf Club and must show proof of insurance. A registration sticker will be issued annually and must be placed on the left front window. All numbers must be three (3) inches in height and placed on the front or rear fender.

The registration sticker will be proof of insurance and must be renewed each year. Failure to comply will result in fines. Registration of golf carts will begin January 1 and end January 31.

Sale of Golf Carts: All numbers must be removed and re-registered by new owner.

No golf carts are allowed on High Point (County) Roads after dark.

Unregistered golf carts and those on roads after dark will be fined.

**6. Pets:** Residents of lots may keep a maximum of two (2) cats and/or dogs (two cats, two dogs, or one cat and one dog), provided that at all times such animals when not within the confines of the home or fenced yard shall be restrained by a leash. All such animals must also comply with all applicable governmental regulations, including vaccinations. No other type of animal shall be kept or maintained within said subdivision. In the event any animal or pet shall become an annoyance or nuisance to the owner's neighbors or other persons in said subdivisions, the Corporation in its sole discretion may order its removal from the subdivision. Pets shall not be allowed in the Recreational Area. If owners of pets walk such pets outside their property, they must pick up and properly dispose of any excrement left by such pets.

**7. Care of Property:** Each owner of property in the subdivision shall be required to maintain the exterior condition of all improvements and property in a neat, clean, orderly and sanitary condition. A property owner must also keep his lawn cut and free from rubbish. Lawns must be mowed a minimum of two (2) times a month when conditions demand. Carports are not to be used as open storage facilities for cartons, boxes, storage containers, discarded or unused furniture, appliances, or any other miscellaneous debris. If an owner shall fail to keep his property as aforesaid, then the Corporation shall have the right, after reasonable notice, to enter upon such property and clean and care for same, cut the lawn, remove rubbish there from and otherwise bring such property in compliance with this paragraph, which entry onto such property shall not be deemed a trespass, and the Corporation shall have the right and authority to make a reasonable charge for such services, and shall have a lien against such property to secure the repayment of any such charge, as well as costs and attorneys' fees incurred in placing and enforcing the lien. A claim of lien shall be enforceable in the same manner as a lien for unpaid assessments.

(a) **Vacant Lots:** Grass clippings, trash, rubbish, or other debris shall not be deposited on any vacant lot, street median, common-grounds or county property in or adjoining the subdivision, and the Corporation shall have the right and authority to impose reasonable charges for removal of debris or services performed for any party violating this provision and to record a lien for the enforcement of same. All owners of property in the High Point community, including the owners of vacant lots, shall be members, with voting rights, of High Point Community Property Owners, Inc. The owners of vacant lots shall be required to pay 50 percent of the dues or assessments that are imposed against owners of improved property (which is defined to mean property on which a home has been placed). Further provisions relating to dues and assessments are contained in the By-Laws of the Homeowners Association.

**8. Laundry:** Laundry shall be dried outside only on a special drying apparatus in the form of a folding rack or umbrella-type temporary clothesline, all of which must be placed in the rear part of each lot. Carports may not be used in the drying of clothes.

**9. Signs:** No political, advertisement or vendor signs shall be displayed on any lots or rights of ways or other parts of said subdivision except as shall be specifically allowed by rules and regulations adopted by the Board of Directors. These rules shall determine size, time and permitted location and includes signs advertising homes for sale or rent. Vendor signs must be taken down one week after completion of project.

**10. Limitation on Mobile Home Size, Placement and Model Type:** There shall be only one (1) mobile home placed on each lot, with the minimum length of 35 feet and a minimum width of 24 feet. As referred to herein, a "mobile home" includes both mobile and manufactured homes. Homes with a roof pitch greater than 5/12 are not permitted. The Board of Directors may adopt rules and regulations, if necessary, in order to clarify what is considered to be a mobile or manufactured home for purposes of these restrictions.

(a) Any mobile or manufactured home must be new and unused at the time of the home being brought into the community. A current homeowner may replace their older mobile home with one which is no more than (5) five years older than the current calendar year. Board of Directors approval is required in all cases.

(b) The placement of all mobile and manufactured homes must comply with all governmental regulations and requirements, in addition to being approved by the Association. Further, all homes must have a carport and/or a garage, and must also have a utility room, and may have a screen room or a Florida room or the equivalent thereof. Any homes being brought into the community must be placed on the site

by an engineer or surveyor at the time of placement to ensure that all setback requirements are met, and all exterior work, including the laying of sod on any disturbed ground, or fully installing “xeriscaping” or “Florida-friendly landscaping”, as provided for and described in the Florida Statutes, must be completed within 120 days.

**11. Hurricane Tie-Downs:** All mobile homes must have hurricane tie-downs in accordance with current county and state laws and regulations, which tie-downs must be set up and completed within five (5) days after a mobile home is placed on a lot.

**12. Rules and Regulations:** The Corporation shall have the right and authority, through its Board of Directors, to adopt reasonable rules and regulations provided that they are not in conflict with these restrictions and its Articles of Incorporation and By-Laws regulating the use of Corporation property.

**13. Completion of Improvements, etc.:** Any improvement, change, or alteration, the approval of which must be granted by the Corporation under the provisions hereof, must be completed and finished within 90 days of commencement, unless an extension in writing is granted by the Corporation due to exceptional circumstances. New homes must be completed within 120 days of delivery date. A mobile home shall not be deemed to be completed until the carport, utility room, screen or Florida room and skirting are installed, the concrete poured, 4 inches thick driveway pavers installed, and sod is laid or “xeriscaping” or “Florida-friendly landscaping”, as provided for and described in the Florida Statutes, is fully installed. No plants, shrubs, etc. over (2) two feet in height (and maintained at (2) two feet) are to be placed in front easement area.

**14. Solicitation and Sales:** Solicitation within said subdivision by parties other than owner residents is prohibited. Resident owners are to file notice and receive approval from the Corporation in connection with any solicitations that may be permitted.

(a) Carport sales and any other sales are limited to (2) two sales per year and not more than (2) two days per sale, and are subject to application and approval by the Corporation.

**15. Homeowner’s Responsibilities:**

(a) **Renters:** To the extent that these restrictions are reasonably applicable to renters of property within the subdivision, such renters shall be subject to and bound by the provisions hereof. Property owners are responsible for their renters. An application will be required as well as a background investigation and an application fee. This applies to all renters and occupancy is not permitted until a background investigation has been completed and approved.

(b) **Guests:** If any guest of a property owner stays for more than 30 days in a calendar year, Board of Directors approval is required for up to 90 days, at which time they will be considered long term guests and must be approved for occupancy in the same manner as a renter.

(c) **Children:** Children 12 years of age and under must be accompanied by an adult when using the recreational facilities. Children must be 14 years of age and accompanied by an adult to operate a golf cart on the streets in High Point @ F.S. 316.

(d) **Rental Restrictions:** Homeowners are required to provide information to the Corporation regarding the proposed occupants and the length of term of a rental agreement, prior to the time that any such rental agreement is finalized. The information shall include the names of the tenants and occupants; the vehicles owned or used by the proposed tenants or occupants; and such other background information as is required pursuant to Rules and Regulations and forms that are developed by the Corporation from

time to time. Homeowner(s) will be required to sign a form approved by the Corporation, to ensure payment of assessments and dues during the term of occupancy and to allow the Corporation to evict the tenants for noncompliance, following such notice as required by Florida Law. If a form is not signed as required, any tenant nevertheless may be evicted by the Association and the failure to submit all required information will be deemed a separate violation. Occupancy is limited to a single family in compliance with Hernando County regulations and High Point Community Property Owners, Inc., Restrictions and Rules, and a maximum occupancy to two (2) persons per bedroom is permitted.

(1) The minimum term for all rentals is 90 days, and the maximum term is one (1) year. Lease agreements may provide that they are renewable from year to year, provided that the approval of the Corporation is obtained. The Corporation will approve the renewal of leases unless violations of the restrictions or other applicable rules have occurred during the prior term of the lease. In the event that the Corporation intends to disapprove the renewal of any lease, notice shall be provided to the homeowner and the tenants when the Association becomes aware of the grounds for such action, but in no event later than 30 days prior to the expiration of the current lease. (Unless the grounds of such action are not known at that time).

(2) All information and forms in connection with any proposed rentals shall be submitted to the Corporation at least 30 days prior to the effective date of the proposed rental agreement, and all rentals shall be subject to the approval of the Corporation. An investigation regarding the criminal record and residency history of the proposed tenant(s) may be conducted, and the Association may charge an application fee to cover the cost of any investigation, not to exceed \$100.00 per occupant, provided that husband and wife shall be considered to be one occupant for this purpose. Within 15 days from receipt of all requested information and forms, the Corporation will notify the homeowner(s) as to whether the proposed lease agreement has been approved. Occupancy is not permitted until background investigation has been completed and approved. The only grounds upon which a lease may be disapproved are the following: (a) a criminal record of one of the proposed occupants which leads the Corporation to conclude that occupancy by such person may be detrimental to the safety and welfare of the community; (b) dishonesty, including the failure to provide accurate information on the application for approval; (c) if the application and related forms demonstrate that one or more of the proposed occupants do not intend to occupy the property in a manner that is consistent with the restrictions and rules of the community; or (d) one or more of the persons seeking to occupy the property has a record or history of disruptive behavior or disregard for the rights or property of others, as evidenced by the occupancy history or prior conduct of such individual. If a lease is disapproved and the tenant(s) disregard the disapproval and occupy the property, both the homeowner(s) and the tenant(s) will be jointly and severally liable for all costs and attorneys' fees incurred by the Association in connection with the enforcement of these restrictions.

## **16. Housing for Older Persons:**

(a) **Occupancy Requirements:** High Point is hereby declared to be a community of housing for older persons, as that term is defined in Federal and State Fair Housing laws. Therefore, in connection with any sales, leases or other transfers of ownership or occupancy after the effective date of this amendment, at least one person occupying each home will be required to be 55 years of age or older, subject to the exceptions provided for in this amendment. The qualifying resident who is 55 years of age or older must occupy the property as his or her **primary residence**, and must occupy the property for more than six months (six months and one day) in each calendar year. **This does not apply to seasonal or temporary residents or renters!** Physical occupancy of the property is required of the qualifying resident who is 55 years of age or older, and using the property as the mailing address is not sufficient to meet any of the occupancy requirements. Additionally, all permanent occupants of each home shall be at least 18 years of age, provided that **Persons under the age of 18 may be permitted to occupy a unit for a maximum of 30 days in any calendar year as a guest of an owner or tenant, and will not be considered to be a permanent occupant under such circumstances.**

**(b) Age Verification:** All occupants of the homes in the community must furnish such information and verification as the Board determines is necessary or appropriate from time to time to ensure compliance with this amendment and the fair housing laws. This includes, but is not limited to, the names and ages of all occupants, including such verification of age which; is required, in the opinion of the Board, and information regarding changes in occupancy.

**(c) Grandfather Clause:** All persons legally residing in the units on the effective date of this amendment may continue to occupy such unit(s) for as long as they continuously reside at the same address. As used herein, continuous residency can continue during the temporary absence of the owners or tenant, provided that when a current owner or tenant who does not meet the age restrictions set forth herein moves from the property, or when a new sale or lease (excluding renewals of existing leases) takes place, the occupants of the unit will be required at that time to fully comply with the age restrictions herein.

**(d) Exceptions:** So long as the Association is secure, in its own discretion, that over 80 percent of the occupied lots have one occupant 55 years of age or older, other exceptions to the age requirements may be allowed in connection with future occupancies, to the extent that these are permitted under the criteria established under the "Housing for Older Person" classification as interpreted by the Board of Directors from time to time. *The Board will give first priority to leaving sufficient exceptions available for heirs of persons who own property at High Point at the time of this amendment.* Such heirs will be approved for an occupancy exception as long as space is available within the 20 percent of occupied home available for exceptions. Other than exception noted above for existing occupants, the only exceptions for minor children in the future will be based upon extreme hardship, such as a displaced grandchild of an existing owner or occupant.

**(e) Sale and Other Transfers Subject to Approval:** No person may buy, sell or otherwise transfer title to lot by sale, contract for deed, gift or other transfer of title without the written consent of the Association, except as hereinafter provided. Approval of transfer through inheritance, or by operation of law (such as a foreclosure sale or death of a prior owner) will not be required. Consent shall not be unreasonably withheld. In the event of transfer of title by an approved sale, lease or gift, or by operation of law or inheritance, the occupants of the property are subject to the written approval of the Association in accordance with the applicable restrictions and rules. In the event of a sale or transfer without the required approval, the seller and buyer will be jointly and severally liable for all costs and attorney's fees incurred by the Association as a result of such unauthorized action, and such sale or transfer may be set aside and nullified by the Association if it would not have been approved if properly submitted for approval.

All new homes and homes being sold must have a lot survey submitted to the Association before setting up or before the sale of a home.

**(f) Sale of Units:** All information and application forms in connection with any proposed sale shall be submitted to the Corporation at least 30 days prior to the effective date of the proposed sale, and all sales shall be subject to the approval of the Corporation. An investigation regarding the criminal record and residency history of the proposed homeowner(s) may be conducted, and the Association may charge an application fee to cover the cost of the investigation, not to exceed \$100.00 per occupant, provided that the husband and wife shall be considered as one occupant for this purpose. Occupancy is not permitted until background investigation has been completed and approved. Within fifteen (15) days from receipt of all requested information and forms, the Corporation will notify the homeowner(s) as to whether the sale has been approved. The only grounds upon which a sale may be disapproved are the following: (a) a criminal record of one of the proposed occupants which; leads the Corporation to conclude that occupancy by such person may be detrimental to the safety and welfare of the community; (b) dishonesty, including the failure to provide accurate information on the application for approval; (c) if the application and related forms demonstrate that one or more of the proposed occupants do not intend to occupy the property in a manner that is consistent with the restrictions and rules of the community; or (d) one or more of the persons seeking



to occupy the property has record or history of disruptive behavior or disregard for the right or property of others, as evidenced by the occupancy history or prior conduct of such individual; or (e) the application and credit report demonstrates serious financial irresponsibility on the part of the applicant.

The seller of a unit is responsible for providing the buyer with copies of all the governing documents of the Association, including the Restrictions, By-Laws, and any rules and regulations. Regardless of whether such information is provided by the seller, the buyer needs to be aware of all existing restrictions.

**17. Propane Gas Tanks:** Propane gas tanks used to supply gas for heating and cooking shall be placed underground, except that this shall not apply to portable, outdoor-type barbeque grills which shall be limited to a thirty (30) pound maximum weight, and will be subject to additional Rules and Regulations of the Corporation.

**18. Zoning and Platting:** No portion of said subdivision shall be re-zoned, or re-platted, or otherwise subdivided, without the written consent of the Corporation.

(a) Construction or excavation projects in the High Point Community (within 250 feet of any property owner) shall require Board of Director notification to said property owners by postal mail. Seasonal members will be notified by certified mail to the address of record. This does not include emergency infrastructure repairs.

**19. Violations:** The restrictions set forth herein shall be covenants running with the land, and in the event of the violation of same or in the event of the violations of any of the rules and regulations lawfully imposed by the Corporation pursuant to this instrument, the Corporation or any lot owner may bring a suit in law or equity to enforce same. The prevailing party in any such action shall be entitled to any award of reasonable attorney's fees for demand from the losing party. The Association shall also be entitled to recover attorney's fees for demand letters and other pre-litigation action relating to violations, regardless of whether suit is filed. As an alternative or additional remedy, the Board of Directors may also adopt fines against owners, tenants and/or guests who violated the rules and restrictions, and other governing documents, and may also suspend the right of any violators to use the common facilities owned or controlled by the Association. Such fines, and suspensions, shall be imposed in accordance with procedures to be adopted by the Board of Directors from time-to-time which procedures shall be consistent with any governing statutes. Notwithstanding any other provisions of the governing documents, the fines may be imposed up to any amount not to exceed two thousand five hundred dollars in the aggregate (\$2,500.00), depending upon the nature of the violation. If any person fails to pay a fine that has been properly adopted, the Association shall have all remedies available to it under the law including, but not limited to, the ability to record a claim of lien against such owner's property, and such lien will secure all amounts due to the Association, including all costs and attorney's fees incurred in adopting and enforcing the fine, and interest at the maximum legal rate. The lien may be foreclosed in the same manner as a lien for unpaid assessments.

**20. Modification:** The Corporation hereby reserves the right to make reasonable modifications, either by way of additions to or deletions from these Covenants and Restrictions, wherever it deems the same to be in the best interest of the owners of the lots within said subdivision, provided that any amendments are approved by two-thirds (2/3) of the members participating in the voting at any regular or special meeting held for that purpose. Voting will be done at a meeting, in person or by written ballot. A copy of the proposed amendments and a ballot will be mailed or delivered to all voting members, along with any notice of a meeting, at least 20 days prior to the date of the meeting.

**21. Limitation on Ownership:** In order to promote owner occupancy of properties, no persons, Corporation or other legal entities may acquire title to more than three (3) lots in the High Point community. This shall apply to any companies or entities that are related to the owner of another lot, such as those that have common Officers, Directors, or partners, or where companies owning lots have majority stockholders that also own

other properties. Further, the limitation on ownership applies to a husband and wife, regardless of how title is held. Therefore, a husband and wife, either jointly or separately, may not hold an ownership interest in more than three (3) properties. This restriction shall not apply to any persons or entities that properly own more than three (3) lots as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional lots in the future if this would result in a further violation.

Any transfer that is made in violation of this provision may be set aside by the Corporation, and both parties to any such transaction will be jointly and severally liable for all costs and attorney's fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer.

**22. Service Dues and Assessments:** Services dues payable pursuant to the adopted budget shall be payable no less than every other month, or as determined by the Board from time to time. The owners of vacant lots shall be required to pay 50 percent of the dues or assessments that are imposed against owners of improved property; which is defined to mean property on which a home has been placed.

(a) Special assessments for unanticipated expenses or common expenses not provided for in the budget that may be adopted by the Board providing there is membership approval by a majority of the voting members' casting votes, except in the event of an emergency, as determined by the Board.

(b) If any service dues or special assessments are not received by the Association within 10 days of the due date a late fee may be imposed for each delinquent installment, in an amount determined by the Board from time to time. Interest may also be charged at the maximum rate imposed by law. A lien may be filed against the delinquent owner's property, including the lot and any mobile home affixed to the lot. The lien will be a continuing lien, which may be foreclosed in the same manner as a mortgage, securing all delinquent fees, assessments, interest, late charges, costs and attorney's fees incurred by the Association. The Association's lien shall relate back to the date of the recording of these Amended and Restated Restrictions and Covenants, and shall be superior to all later-recorded liens except for first mortgages. If a first mortgage holder takes title to a property by foreclosure or deed-in-lieu of foreclosure, such mortgage holder will only be liable for six months (6) of unpaid service dues or assessments that came due prior to the time that the lender takes title. If such amounts are not paid within 30 days interest costs and attorney fees will also be owed by the lender.

(c) If a property is rented by the owners during the time that the owner is delinquent in payment of fees, the Association may require that such rent be paid to a receiver or into the court registry during the pendency of a lien foreclosure, to be applied to all amounts due pursuant to the Association's lien.

(d) In addition to the Association's lien rights, all property owners are jointly and severally liable to the Association personally, for the payment of all maintenance fees or dues, assessments, and other charges referred to above, that come due during the terms of their ownership. In connection with a transfer of ownership, except for a deed-in-lieu of foreclosure to a first mortgage holder, the grantee will be jointly and severally liable for any unpaid charges that are due at the time from the transfer.

(e) If a member is delinquent in payment of services dues (monthly assessments), the Association may suspend the privileges and voting rights of such member to the maximum extent allowed by law.

**Amended and Restated By Laws for  
High Point Community Property Owners, Inc.  
(A Corporation Not for Profit)**

These are the Amended and Restated By-Laws of High Point Community Property Owners, Inc., a Corporation organized under the provisions of Chapter 617, Florida Statutes, to operate and administer the mobile home community known as High Point, originally created as High Point Mobile Home Subdivision, Units One through Six. These By-Laws replace and supersede all prior versions and provisions. The plats for these six units were originally recorded as follows:

<u>Subdivision</u>	<u>Plat Book and Page</u>
High Point Mobile Home Subdivision, Unit 1	Plat Book 10, Pages 99-100
High Point Mobile Home Subdivision, Unit 2	Plat Book 11, Page 92
High Point Mobile Home Subdivision, Unit 3	Plat Book 12, Pages 29-30
High Point Mobile Home Subdivision, Unit 4	Plat Book 12, Pages 63-66
High Point Mobile Home Subdivision, Unit 5	Plat Book 12, Pages 113-116
High Point Mobile Home Subdivision, Unit 6	Plat Book 12, Pages 117-120

The original restrictions and covenants for the community were originally recorded as shown below, in the Public Records of Hernando County, Florida, and have been subsequently amended.

<u>Subdivision</u>	<u>O.R. Book and Page</u>
High Point Mobile Home Subdivision, Unit 1	O.R. Book 212, Page 629
High Point Mobile Home Subdivision, Unit 2	O.R. Book 256, Page 383
High Point Mobile Home Subdivision, Unit 3	O.R. Book 272, Page 663
High Point Mobile Home Subdivision, Unit 4	O.R. Book 286, Page 446
	O.R. Book 287, Page 816
High Point Mobile Home Subdivision, Unit 5	O.R. Book 291, Page 227
High Point Mobile Home Subdivision, Unit 6	O.R. Book 291, Page 229

**Bylaw I. Objectives and Purposes of the Corporation**

The general nature, objectives, and purposes of this Corporation shall be to hold title to certain recreational properties, to carry out community projects, engage in certain recreational functions, to operate and manage the High Point community as its Homeowners Association, and to exercise all of the powers enumerated in Chapter 617, Florida Statutes.

**Bylaw II. Principal Office and Registered Agent**

Section 1. The principal office of the Corporation shall be located at 8008 Baltic Street, Brooksville, Florida 34613, or at such other place as may hereafter be designated by the Board of Directors.

Section 2. The President or Manager of the Corporation, or such other person designated by the Board of Directors, shall be the registered agent upon whom process may be served. It shall be the duty of the Corporation to keep the Secretary of State of Florida informed with a current address of said office together with the name of said registered agent.

### **Bylaw III. Membership**

Section 1. All owners of property in the High Point Community shall be members of this Corporation and shall be admitted to such membership by the recording of a conveyance to a portion of said property in the public records of Hernando County, Florida. The conveyance by any such party of his title shall automatically divest said party of membership in the Corporation.

Section 2. All voting shall be by majority vote of these persons casting a vote, unless otherwise specified. At all ballot voting of the membership, the owners of each lot shall be entitled to one vote, with such vote to be cast by one or more of the owners in such manner as the owners may determine.

### **Bylaw IV. Directors**

Section 1. Beginning with the election in the year 2006, an entirely new Board of Directors will be elected. Such Board will consist of seven members, with at-large voting to be conducted in all six units within High Point. The seven persons receiving the highest number of votes will be elected for staggered terms of office, and they shall serve until their successors are elected. The four persons who are elected and who receive the highest number of votes shall serve for terms of two years each, and the other three persons who are elected shall serve for a term of one year each. In the event that there are seven or less candidates and there is therefore not an election, the candidates shall decide among themselves as to who shall serve one-year and two-year terms, and if they cannot agree they shall draw lots to determine the terms of office. Beginning with the 2016 election, approximately one-third of the directors (3-2-2) will be elected each year, for terms of three years each, as these prior terms of office expire except that 4 directors will be elected in 2016 with the two getting the most votes serving 3 yr. terms and the remaining two serving 2-year terms. The Board of Directors will stagger terms as necessary to establish the new 3-2-2 sequence of voting in our elections to implement the system of 3-year terms. Additionally, no person is eligible to serve on the Board for more than nine consecutive years without first being off the Board for a least one year, except that beginning on the date of recording this amendment (12/3/21), in cases where the term for which a Director was elected or appointed would result in that Director serving on the Board for more than nine consecutive years, that Director shall be able to remain on the Board until the expiration of his/her term.

Section 2. All Directors must be members of the Corporation. It shall be the responsibility of the Board of Directors, based on the report of the Nominations Committee and additional nominations received at or prior to the meeting, at the joint meeting of the Board and the membership in October, to see that sufficient nominations are made. Notice shall be posted at least 14 days prior to this meeting, advising members that nominations must be made at or prior to the date of the meeting. Any member of the Corporation may nominate himself or another member for the Board, provided that the nomination is accepted by any person nominated by another member.

Section 3. The election will be held at the annual meeting in December. Additional nominations shall also be taken from the floor at the annual meeting if required by law. The candidates receiving the highest number of votes shall be elected, and will become Directors effective immediately following the conclusion of the annual meeting. The election of Directors will be by ballot, but a secret ballot system is not required. The new Board shall meet as soon as possible and in any event within ten (10) days of the general election for organizational purposes and the election of the Officers for the coming year.

Section 3(a). New Directors must certify in writing to the Secretary of Association within 90 days after being elected or appointed to the Board, that he or she has read the Associations Declarations of Covenants, Articles of Incorporation, By-Laws and current rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to Association members.

New Directors may also submit a certificate after satisfactorily completing the educational curriculum administered by an approved state provider 1 year before or 90 days after being elected or appointed. Not filing one of the above requires suspension from the Board until conditions are met with temporary appointments to fill the vacancy during suspension.

Section 4. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the affairs of the Corporation as they deem proper so long as the same are not inconsistent with the governing documents of the Association, or the laws of the State of Florida.

Section 5. Meetings of the Board of Directors will be held at least once monthly at the High Point Office/Welcome Center at such time as determined by the Board of Directors.

Section 6. Any one or more or all of the Directors may be removed, either with or without cause at any time by a vote of a majority of the members of the Corporation voting by written consent or at a special meeting called for such purpose. Voting will be done in accordance with any additional requirements of Florida Law or these By-Laws. Any vacancy created by the removal of a Director may be filled by a vote of the members at the special meeting held in connection with the removal of that Board member. Vacancies not filled by the members may be filled by the Board appointing a replacement for the remainder of the unexpired term of the Director being replaced.

Section 7. Any Director absent from three (3) consecutive meetings of the Board of Directors automatically shall be removed as a member of the Board of Directors by reason of such absence. The Board, however, may excuse any Director from attending any meeting, and when so excused, such Director shall not be considered absent for the purposes of this section.

Section 8. The Board of Directors shall create or dissolve committees as they deem expedient and necessary to aid the Board to carry out the functions of the Corporation. A member of the Board generally shall chair each such committee but any member of the Corporation may be appointed as a member of any committee upon Board approval, and work with the committee only. Membership on a committee does not constitute membership of the Board.

Section 9. The Board of Directors shall have the general control and management of the affairs of the Corporation. Expenditures by the Board of Directors shall be within the overall limits of the budget. Any additional expenditure for alterations or improvements, not included in the approved budget, shall not exceed \$5,000.00 unless approved by a vote of the majority of the members voting by ballot, except in emergency situations necessitating immediate action. Any loan or mortgage above the amount of \$5,000.00 will require approval of the Board and approval of a majority of the members who participate in the voting, in person or by written ballot, at a special meeting held for this purpose.

Section 9(a). The Board of Directors is hereby authorized to sell lots or properties which it has acquired from time to time, without membership approval, to expedite the sale and transfer of ownership as opportunities occur.

Section 9(b). The Board of Directors shall use all normal forms of communication when advertising issues referred to in subsection 10 including, but not limited to: Bulletin, Newsletter, Web page, Facebook, TV, all Bulletin Boards in Community Center, or office.

Section 10. The Board of Directors is the sole interpreter of the By-Laws and other governing documents of the Corporation, and shall have the authority to make a final and binding decision regarding the interpretation of the governing documents and other affairs of the Corporation.

Section 11. Except as otherwise provided in these By-Laws or in the Articles of Incorporation, all decisions of the Board of Directors may be made by a majority vote at any regular or special meeting when a quorum is present.

Section 12. No Board member shall receive compensation for any work performed. Directors of the High Point Community Property Owners, Inc. shall not serve as Directors of any other board of a state-chartered Corporation within the community.

Section 13. Directors of High Point Community Property Owners, Inc., are to govern, advise and administrate through cooperation and communication with the Community Association Manager to provide a safe and effective facility for community use and maintain all common areas safely and efficiently. The Board of Directors should provide and maintain certain amenities as approved by the membership. Most importantly, the Directors are charged to conduct the business of High Point Community Property Owners, Inc., in a professional and fiscally responsible manner.

Section 14. No Director, Officer or Manager may solicit, offer to accept or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the Association.

Section 15. Directors shall be the liaison between Corporate Members and the Community Association Manager (CAM).

#### **Bylaw V. Officers**

Section 1. The Officers of this Corporation shall be as prescribed in the Articles of Incorporation and shall be elected by the Board at its organizational meeting each December.

Section 2. One must be a member of the Board of Directors to serve as an officer.

Section 3. The term of the Officers shall be three years (3) or until their successors are elected. In the case of a vacancy in the office such vacancy may be filled for the duration of the unexpired term by vote of the Board of Directors.

Section 4. The President shall preside at all meetings, call meetings whenever deemed necessary or appropriate, or upon the written request of a majority of the members of the Board, and shall be charged with the responsibility of acting as the chief executive officer in connection with the affairs of the Corporation.

Section 5. The Vice President shall act for the President in his/her absence, shall call meetings of the Board of Directors when necessary or requested by the President to do so, and shall preside at all such meetings. The Vice President may also perform other duties as determined by the Board.

Section 6. The Secretary shall be responsible for and sign the minutes of all the meetings of the Corporation and the Board of Directors, and shall assist the President and Vice President in their duties.

Section 7. The Treasurer under the supervision of the Board and with the assistance of the Manager shall be the fiscal officer of the Corporation and be responsible for the financial records and reports to the Board and membership.

Section 8. Any officer may be removed from office at any time by a majority vote of the Board of Directors.

#### **Bylaw VI. Community Association Manager**

Section 1. The Board of Directors may employ a Community Association Manager (“Manager”) to administer and coordinate all the activities and functions of the Corporation, pursuant to the Corporation’s governing documents and the adopted policy and general directives of the Board of Directors.

Section 2. The Manager generally is to attend the Board meetings and general meetings of the Corporation.

Section 3. The Board of Directors shall prepare a job description setting forth the precise duties and responsibilities of the Manager.

Section 4. The Manager shall be paid such compensation as is determined and fixed by the Board of Directors.

Section 5. The Manager shall be in charge of all employee issues.

Section 6. Florida law requires a licensed, certified Community Association Manager (CAM) or a Licensed Management Company if corporate assets are \$100,000.00 or more.

#### **Bylaw VII. Meetings**

Section 1. Meetings of the Board of Directors and property owners are to be held at the High Point Community Center in the months of February, April, and October, on such dates as are determined by the Board. The annual meeting will be in December, for the purpose of electing a new Board of Directors.

Section 2. The purpose of a special meeting must be stated in the notice to the membership, and final action is not to be taken at such meetings on items other than those stated in the notice.

Section 3. All meetings, except emergency meetings, will be posted in accordance with Florida law.

Section 4. Conduct of all meetings shall be by Roberts Rules of Order, provided that the Board may adopt rules to govern meetings, and these shall prevail over any conflicting provisions of Roberts Rules.

Section 5. Meetings of the Board of Directors will be held at such times as determined by the Board. These meetings may be called by the President or by a majority of the Board. A schedule of regular Board meetings may be published in advance. Additionally, notice of such meetings should be posted at least 48 hours in advance or as otherwise provided for by Florida law.

Section 6. A quorum of the membership, for purposes of conducting business at membership meetings shall be 10 percent of the total voting members of the Association participating either in person, by proxy or by ballot. This shall not apply, however, to any meetings where amendments to the governing documents are being voted upon. As provided for under Bylaw XI, Section 1, a copy of the proposed amendment and ballot still will be mailed to all voting members at least 20 days prior to the meeting date. Furthermore, at any meeting held in connection with proposed amendments, at least 30 percent of the total voting members of the Association must participate in order for a quorum to be present for voting purposes on a proposed amendment.

Section 7. Guest speakers at board meetings should sign up no later than 24 hours prior to a regular meeting, list the topic to be addressed and limit remarks to 3 minutes unless board wants more input. No guest may comment while board is debating a motion. F.S. 720.303(2) (b)

Section 8. Participation in all business meetings of the High Point Community Property Owners, Inc. is limited to members (owners) of the Corporation. Exception: Invited Guest Speakers.

## **Bylaw VIII. Finances and Assessments**

Sections 1. The funds of the Corporation shall be deposited in the name of the Corporation with such financial institutions as the Board of Directors may designate from time to time.

Section 2. All checks shall be signed by two (2) of any of the following, President, Vice President, Treasurer, or Secretary or a member of the Board of Directors appointed by the Board specifically for this purpose.

Section 3. The Board of Directors shall appoint a qualified auditing firm, no member of which shall be a member of the Corporation. The firm shall review the finances of the Corporation for the calendar year and prepare the necessary tax and financial reports. Following receipt of the report, such report shall be made available to the membership in the office of the Association.

Section 4. The Board of Directors shall prepare a budget for the coming fiscal year. The budget shall be presented at the October meeting of the Board of Directors and the membership. Notice of such meeting is to be posted at least fourteen (14) days in advance of the meeting, and the purpose of such meeting will be to obtain input on the proposed budget from the Board members and the general membership. The Board will then vote on a final proposed budget which is to be presented to the membership for approval at the annual meeting in December. In the event that the proposed budget is not approved by the membership, the prior year's budget will remain in effect until a revised budget is proposed by the Board and approved by the membership at a subsequent meeting.

Section 5. The Board may include line items in the budget for reserves or contingencies. By majority vote of those participating by ballot, the use of designated portions of reserve funds may be restricted by the membership. Such funds shall be used only for these specified purposes unless there is a later vote by the membership to permit the use of these funds for other purposes. Except as restricted by the membership, reserve and contingency funds may be used for any proper expenses of the Association.

Section 6. The Board of Directors is empowered to maintain and utilize a Capital Improvement Fund in the following manner as defined by the IRS:

- Fixing a defect or design flaw
- Creating an addition, physical enlargement or expansion
- Creating an increase in capacity, productivity or efficiency
- Rebuilding property after the end of its economic useful life
- Replacing a major component or structural part of the property
- Adapting property to a new or different use

Section 7. Service dues payable pursuant to the adopted budget shall be payable either monthly or every other month, as determined by the Board from time to time. The owners of vacant lots shall be required to pay 50 percent (50%) of the dues or assessments that are imposed against owners of improved property (which is defined to mean property on which a home has been placed).



(a) Special assessments for unanticipated expenses or common expenses not provided for in the budget may be adopted by the Board, provided that, except in the event of an emergency, as determined by the Board, a majority of the member's casting votes at a regular or special meeting of the membership must approve such assessment.

(b) If any service dues or other special assessments are not received by the Association within ten (10) days of the due date, a late fee may be imposed for each delinquent installment, in an amount determined by the Board from time to time. Interest may also be charged at the maximum rate imposed by law. A lien may be filed against the delinquent owner's property, including the lot and any mobile home affixed to the lot. This lien will be a continuing lien, which may be foreclosed in the same manner as a mortgage securing all delinquent fees, assessments, interest, late charges, costs and attorneys' fees incurred by the Association. The Association's lien shall relate back to the date of the recording of these Amended and restated By-Laws, and shall be superior to all later recorded liens except for first mortgages. If a first mortgage holder takes title to a property by foreclosure or deed-in-lieu of foreclosure, such mortgage holder will only be liable for six months of unpaid service dues or assessments that came due prior to the time that the lender takes title. If such amounts are not paid within 30 days, interest, costs and attorney's fees will also be owned by the lender.

(c) If a property is rented by the owners during the time that the owner is delinquent in payment of fees, the Association may require that such rent be paid to a receiver or into the court registry during the pendency of a lien foreclosure, to be applied to all amounts due pursuant to the Association's lien.

(d) In addition to the Association's lien rights, all property owners are jointly and severally liable to the Association personally, for the payment of all maintenance fees or dues, assessments, and other charges referred to above, that come due during the term of their ownership. In connection with a transfer of ownership, except for a deed-in-lieu of foreclosure to a first mortgage holder, the grantee will be jointly and severally liable for and unpaid charges that are due at the time of the transfer.

(e) If a member is delinquent in payment of service dues (monthly assessments), the Association may suspend the privileges and voting rights of such member to the maximum extent allowed by law.

#### **Bylaw IX. Corporate Seal**

The seal of the Corporation shall be maintained in such fashion as required by law.

#### **Bylaw X. Fiscal Year**

The fiscal year shall be the calendar year.

#### **Bylaw XI. Amendments**

Section 1. These By-Laws may be altered, added, or deleted only by the membership, provided amendments are approved by two-thirds of the members participating in the voting at any regular or special meeting held for that purpose. Voting will be done at a meeting, in person or by written ballot. A copy of the proposed amendments and ballot will be mailed or delivered to all voting members, along with a notice of the meeting, at least 20 days prior to the date of the meeting.

Section 2. A "vote by ballot" shall mean that the voting members may send in their ballots by mail, or cast them at the membership meeting. Voting in connection with such meeting will be left open for at least a period of two hours. When any specific issues are voted on, the members will be given the opportunity to vote in favor of, or against, each specific issue on the ballot form. This does not prohibit the combination of two or more related issues on the ballot, as determined by the Board of Directors.

## APPENDIX

### Basic Rules and Regulations

The following recaps basic rules and regulations, which apply to High Point residents. Rules and Regulations are adopted by your Board of Directors to help clarify the deed restrictions, other policies covering recreational facilities, use of common property, etc.

#### The following covers:

- ✓ Burning
- ✓ Canopies and Tents
- ✓ Community Center: Rental or use of Annual Closure for Maintenance
- ✓ Fences: Height, Installation & Privacy Fences
- ✓ Garage Doors
- ✓ Golf Carts
- ✓ High Point Improvement Permits and 90-day Completion Time
- ✓ Library
- ✓ Mobile Homes: Definition; Modular or Stilt-type Homes Prohibited; other requirements
- ✓ New Homes: Site-setting a home; the High Point Permit; Screen/ Florida Room required
- ✓ Noise
- ✓ Parking Related Issues
- ✓ Pools: Installation, Maintenance; Enclosures for Private Pools
- ✓ Pool Policy for the Community Pool
- ✓ Placement of For Sale or For Rent signs
- ✓ Tenant /Renter Reference Approval Program
- ✓ RV's
- ✓ Rules and Enforcement Committee
- ✓ Sheds
- ✓ TV Cable Station
- ✓ Yard Sales
- ✓ Reviewing Records

#### **Burning:**

- ✓ There is to be no outside open burning.

#### **Canopies & Tents:**

- ✓ The use of a tent or canopy is allowed providing it is placed in your back yard and is removed within three days.

#### **Community Center:**

- ✓ The Community Center may be rented for private parties. Private parties apply to both individual and private club groups. Only Association members may rent the Center.
- ✓ There are required fees and deposits for services provided. A complete listing of these fees is on the contract agreement, which *requires* Board approval.
- ✓ The Community Center is a Non-Smoking facility.
- ✓ Any club, organization or group using High Point's facilities that makes a profit shall be required to **donate 10% of their net profit** to the High Point Community Property Owners, Inc., to offset the expenses incurred by using High Point facilities (approved December 1, 2016).

- ✓ Events involving the solicitation/distribution of any product or service are prohibited unless otherwise approved by the Board of Directors.
- ✓ During 2 weeks of *August* the Community Center is **closed**. Major cleaning, repair work, etc. is done during this time period. Exceptions require Board approval.
- ✓ If you would like to request scheduling new activities or social events, please present your ideas to the Board of Directors.
- ✓ Service Animals: Before a service animal is allowed in the Community Center (or any other common area, ie: pool, office, library, etc.) proof of the following needs to be brought to the HOA Office/Welcome Center; **Documentation from a medical professional attesting to the dog owners disability-related need for the service animal.**

#### **Fences:**

- ✓ Chain link or solid white vinyl fences are permitted on property after approval of the Association has been obtained. A copy of the Hernando County permit must be submitted, where required, prior to approval and prior to installation taking place. The maximum height of any fence may not be more than (48").
- ✓ Placement: Fences must be placed so as to begin at a rear corner of a home, may continue to the rear property line, across the back property line to the carport side property line, then toward the street along the carport side of the building to the area of the back door and extend under the carport to allow pet shelter under the carport. No fence will be permitted that reduces the covered parking to less than required. The specific placement of fencing must be approved in writing by the Board of Directors prior to installation. Portable fences are not allowed.  
Fences are not permitted in front of the house, and fencing is not permitted to be constructed in any right of way, but may be permitted in easement areas.
- ✓ Privacy fences will be considered for homes that border the perimeter of High Point. The height is to be determined at that time of the application for approval.
- ✓ Variances to these specific requirements may be considered by the Board of Directors, provided that the Board determines that this will not adversely impact any neighbors or other residents, in further provided that notification and approval from affected neighbors must be obtained by the applicant.
- ✓ (Submitted for approval April 24, 2001. Permits Committee Approved April 24, 2001)
- ✓ (County ordinance 92-8. All fences require permits)
- ✓ Fencing in vacant lots is prohibited.
- ✓ Limitations exist concerning the positioning of a fence. No permanent fencing is permitted beyond the front corner of the home. This applies even to homes combining a vacant lot to an improved lot. Unapproved fences/structures can be removed under the Association's restrictions. Decorative, privacy enclosures for patios, approved by Board of Directors may be allowed on the sides or rear of the home as setbacks allow. Height of these enclosures not to exceed 72 inches.
- ✓ Fences used as A/C, Patio Enclosures/Perimeter or Vision Barriers MUST be white vinyl, molded or composite materials (No wood allowed).

#### **Garage Doors:**

- ✓ The garage door upon any mobile or manufactured home within High Point, including original construction as well as alterations, is not to exceed 10 feet in height.

#### **Golf Cart Rules and Regulations:**

- ✓ Golf carts are not permitted to be driven outside of the boundaries of the community, including any point on High Point Boulevard outside of the gatehouse.
- ✓ All golf carts, that utilize the streets in High Point, are required to be registered with the Association, show proof of insurance, receive a five (5) digit number, and receive a registration sticker. Golf Club Members must be registered with the Golf Club, show proof of insurance, be issued a three (3) digit number, and receive a registration sticker.
- ✓ Golf carts are only to be driven on the roadways within the community during daytime hours, beginning at sunrise and ending at sunset.

- ✓ Reckless or negligent use of Golf Carts resulting in physical injury or property damage will not be tolerated, and will result in loss of use privilege, appropriate fines and all costs of injury or damages based on the findings of investigation by Law enforcement and/or insurance company.

### **High Point Improvement Permits:**

- ✓ To put in a new home, to make any exterior alterations, additions or changes require a High Point Permit. These include, but are not limited to, utility rooms, fences, swimming pools, pool enclosures, roof over, etc. These permits are available in the office.
- ✓ You or your contractor must provide a copy of any required Hernando County Building Permit.
- ✓ Be advised all work must be completed within 120 days of the start date or be subject to a possible fine.

### **Holiday Decorations:**

- ✓ Holiday Decorations shall be removed within one month after said Holiday.

### **Library:**

- ✓ The library is open Monday thru Sunday from 7:00 am -5:00 pm.
- ✓ Please place books on return shelf provided.

### **Mobile Homes:**

- ✓ High Point permits only mobile or manufactured homes within its perimeter. Modular homes, stilt homes, or homes with a roof pitch greater than 5/12 are not permitted.
- ✓ Definition: A mobile or manufactured home is a transportable structure in one or more sections that is built on a chassis designed to be used with or without a permanent foundation when connected to required utilities. The chassis consists of the undercarriage and a wheel and towing hitch assembly.
- ✓ All homes may have a screen room or a Florida room equivalent. A minimum space of 15' must be maintained as a carport unless a garage has been added.

### **New Homes:**

- ✓ New homes entering High Point are to be site set by an engineer or surveyor at the time of placement to ensure all setback requirements are met.
- ✓ All exterior work, including the laying of sod, ***must be completed within 120 days.*** (Ensure your vendor is aware of this. You may want to include this in your contract.)
- ✓ Only new homes (not used) are permitted on unimproved lots.
- ✓ Replacements of older mobile homes may be done with a mobile home that is no older than five years of the current model year, new and unused!
- ✓ Home design plan may include a screen room or Florida room equivalent.

### **Removal of damaged, deteriorated, contaminated, condemned or destroyed Mobil Homes:**

- ✓ The homeowner has a maximum of 90 days to remove, or demolish and remove debris and either replace home or restore lot to original condition.
- ✓ The Board of Directors may consider exterior/interior conditions and the appearance of the home, odors detected from adjacent properties or common properties, or other relevant factors!
- ✓ Any mobile or manufactured homes which meet the aforementioned criteria, and after any repairs the owner may be able to make, are determined by the Board of Directors to be no longer acceptable to be kept in High Point, that home must be removed from High Point or be demolished and property restored to original condition.

**Noise:**

- ✓ No owner, tenant, occupant, or guest shall engage in any activity that unreasonably disturbs or annoys other occupants of units within High Point. This includes, but not limited to, creating loud noises through playing electronic devices, musical instruments, or operating loud equipment or machinery loud arguments or slamming of doors; harassing or otherwise disturbing other occupants through personal or telephone contact; allowing pets to create excessive noise or otherwise failing to control pets; or any other activity which interferes with the peaceful enjoyment of the property by other residents.

**Parking:**

- ✓ Parking on lawns, empty lots or medians is not permitted. Vehicles must be parked on the driveway, under the carport, or on a parking pad adjacent to the driveway. Vehicles parked on the median or empty lots may be towed away at the owner's expense.
- ✓ We know parking can be a problem when having a special dinner, a family party, etc. In such cases temporary parking on the lawn may be permitted, providing this is not a regular occurrence.
- ✓ Guests also may use the Community Center parking lot. If guests' vehicles are parked at the center parking lot for more than a day, please notify the office to insure they are not towed away.
- ✓ Truck cabs and trailers are not permitted to park on residential streets under Hernando County ordinances. They may not use the Community Center parking area.
- ✓ The installation of mulch or rock parking pads is no longer permitted as of 5/25/99. New pads must be constructed of poured concrete or 4" pavers.
- ✓ As of 12/06/07 upon the sale or transfer of ownership any property that has a stone or mulch pad will no longer be grandfathered in and allowed to remain. The new owner must replace stone or mulch parking pad with a poured concrete pad or 4" pavers, which has been approved by the Association within 90 days or remove it completely within 90 days of ownership.

**Pools:**

- ✓ In-ground pools must be ten feet from the property line on all sides and must be inside a screened enclosure. (No above ground pools are allowed).
- ✓ Pool owners must ensure proper draining of excess water is done in a manner, which doesn't create damage to neighboring properties. (*Please maintain pools properly to avoid complaints about foul odors or unsightliness.*)

**Pool Policy for Community Pool:**

- ✓ Pool hours vary with the season depending upon air temperature and weather conditions.
- ✓ Eating or drinking in the pool area is prohibited except in the designated area.
- ✓ Glass food or drink containers are prohibited in the pool area.
- ✓ **Homeowners Pool Pass** - Pool passes are required for admittance to the pool. There is no charge for pool passes to homeowners **residing** here. (Homeowners can purchase guest pool passes for visiting **resident guests** and family members for a fee.) However, guest must be accompanied by the resident when pass is purchased. If homeowners rent out their home, they are no longer entitled to "Free Pool Privileges" as long as the property is rented out to others.
- ✓ **Renters Pool Pass** - Renter's pool passes are purchased for a fee and are good for the term of the lease and they are limited to only those persons approved to reside here by successfully completing the background check approval process. Approved tenants can also purchase guest pool passes for visiting friends or family members for a fee.
- ✓ **Guest Pool Pass** - A guest pass may be purchased for \$15.00. There is no expiration date on these passes. It is good for 10 admissions to the pool. These passes are issued only to property owners or APPROVED tenants for their visiting guests and family members.  
Guest passes will NOT be issued directly to individuals claiming to be guests. The property owner or approved tenant must purchase these passes for use by their guests. These passes may be issued directly to guest only when the property owner previously made arrangements with the High Point Community Property Owners, Inc. office.

**Tenant /Renters Reference Approval Program:**

- ✓ High Point, like many deed-restricted communities, requires reference checking on prospective tenants for rentals. The purpose is to enhance overall security, and prevent/reduce problem tenant situations.
- ✓ To maximize confidentiality, a professional reference-checking firm is used to investigate employment records, previous tenancy data, and credit and police records. Contact the office for more complete information about requirements and necessary forms.
- ✓ Homeowners must have prospective tenants complete the application and other forms. The prospective tenant(s) must submit a certified check, money order or cash to cover the processing fee. Depending upon circumstances background checks can take two to three weeks to complete.
- ✓ Tenants may not move into High Point until the background check is completed and approval given. Landlords are subject to fining action and tenant(s) may be evicted if this process is not followed.

**Rules Enforcement Committee & Fining:**

- ✓ The Rules & Enforcement Committee reviews problem situations arising from violations to the Restrictions and Rules that apply to High Point. This committee serves as an independent entity (it is not made up of Board members), and makes recommendations to the Board about applicable fines or corrective action pertaining to violations. Individuals may request a hearing before the Committee to discuss violations and any fining action.

**RV Storage Compound & RV Rules:**

- ✓ RV parking at your home is limited to ten days at a time (30 day maximum per year) solely for the purposes of loading, unloading or repairs.
- ✓ Space in the RV Storage Compound is available for a *non-refundable* annual fee.
- ✓ Visiting guests with an RV may be parked and use same as a dwelling on a homeowner's lot for a period not to exceed ten (10) days with a Board of Directors approved variance.
- ✓ Spaces are issued to property owners and or approved residents and are not transferable. Residents moving out of High Point may not retain a space.
- ✓ Owners must secure their own liability and damage insurance, and provide proof of ownership for vehicles stored.
- ✓ Unauthorized vehicles or vehicles incorrectly parked are subject to towing at the owner's expense.

**Signs:**

- ✓ Placement of For Sale or For Rent signs shall be no more than two feet from the foundation of the home. These signs shall be the step down/push in type and no greater than 25" x 18". All signs on vacant lots shall be 20' from the edge of the pavement and in the center of the lot.
- ✓ No paper, political or signs with foul language are permitted. Vendor signs must be removed within one week of finished job.

**Sheds:**

- ✓ No freestanding sheds or other unapproved structures are allowed. Variance requests require the approval of the Board of Directors.

**Solar Panels:**

- ✓ Solar Panels must comply with all county engineering guidelines.

**Yard Sales:**

- ✓ No more than two yard sales per year are allowed. Sales are limited to two days each.
- ✓ You must complete a Yard Sale Request Form obtained from the office.
- ✓ Yard Sale signs are not permitted in right of way areas or medians.

## Reviewing Records:

- ✓ Record reviews can be obtained within 10 days by written request only.
- ✓ “Review” copies on our equipment cost .25 per page.
- ✓ “Review” copies on parcel owner’s electronics (portable) are no charge.
- ✓ If office personnel research time exceeds ½ hr., a \$20.00/hr. charge may be applicable.

## Violations & Fines General Information:

- ✓ When a violation is noted a “Notice of Violation “(1<sup>st</sup> letter) is sent to the property owner indicating what the problem is and asking property owner to respond within 10 days.
- ✓ Violation notices applicable to rental properties are sent to the property owner, not the tenant. It is the property owner’s responsibility to ensure tenants are aware of and comply with the restrictions.
- ✓ If compliance is not achieved, a “Final Notice of Violation” (2<sup>nd</sup> letter) is sent via certified mail and regular mail indicating fines will be applied should compliance not be made by 14 days of the date of the letter.
- ✓ Letter advises that the property owner has a right to a hearing and must request such hearing within 2 weeks on the date of the letter; if not, it will be otherwise assumed the property owner(s) has given up their right for such a hearing. The following fines typically apply for restriction violations:

**Restriction #1: Failure to remove unapproved structures, improvements, etc:** \$25 per day until compliance is achieved.

**Restriction #2: Unapproved Parking on Lawns/Vacant Lots:** \$25 per occurrence.

**Restriction #3: Storage of trailers, boats & etc.:** Failure to remove improperly stored vehicles, \$25 per day until compliance is achieved.

**Restriction #4: Pets/Nuisance:** Failure to remove a pet: \$25 daily fine per pet per day until compliance is met. **Unleashed pets:** \$25 per occurrence; **Failure to remove dog feces:** \$25 per occurrence. **Unleashed pet roaming area & feces:** \$20 per occurrence.

**Restriction #5: Care & Maintenance of Property:** \$25 daily fine until compliance has been met or \$75 per hour and up when a work crew is sent to clean it.

**Restriction #6: Laundry & Clothes Lines:** \$25 daily fine if not removed after proper notification.

**Restriction #7: Signs:** Improper placement: \$25 daily fine until compliance is achieved. **Unapproved sign:** \$25 daily fine until compliance is achieved.

**Restriction #8: 120 days Completion of a New Home:** \$25 per day for first seven calendar days; \$50 per day for next seven calendar days; \$100 per day until compliance is achieved. (Maximum fine \$2,500)

**Restriction #9: Occupancy:** \$100 fine per month for non-compliance with High Point Community Property Owners, Inc. age restrictions, background checking & approval requirements. The Board may increase the fine amount to \$100 per day until the maximum \$2500 limit is reached when the landlord/property owner does not respond to violation notices.

**Restriction #10: Propane Tanks:** \$25 daily fine applies if not removed after Final violation notice is sent.

**Restriction #11: Golf Cart Rules and Regulations:** A \$100 fine will be applied to a resident who has been warned and continues to violate the rules laid down by the Board of County Commissioners and High Point Community Property Owners, Inc.

**Restriction #12: Noise Rules and Regulations:** \$25 fine per occurrence will be applied once a resident has been warned yet continues to violate the rules laid down by the High Point Community Property Owners, Inc. Board of Director

**Restriction #13: Unlicensed, Inoperable or Abandoned Vehicles:** Stored or illegally parked in High Point are subject to a fine of \$100 per day until removed, after legal notice has been served.

**Restriction #14: Condemned buildings:** Failure to restore or remove damaged, destroyed or condemned buildings within stated time frame will result in a fine of \$100 per day being applied after due legal notice.

**Restriction #15: Holiday decorations:** Failure to remove Holiday decorations within one month after said Holiday shall result in a fine of \$25.00 per day.

**Addendum to Violations and Fines:**

**A. Unpaid Fines:** Are subject to civil suit action 14 days after a “Final Notice” of totals due or after \$2500.00 of accumulated fines whichever occurs first.

**B. Compliance:** All owners and/or residents (renters, guests, etc.) must comply with all Homeowner Association local, State and Federal Laws in regard to the use of their property.