

High Point Community Property Owners, Inc.

2025

Articles of Incorporation, By-Laws, Restrictions and Covenants

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

www.highpointbrooksville.net

High Point Community Property Owners, Inc.

8008 Baltic Street, Brooksville, Fl 34613

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

2025 Board of Directors

President Greg Myers

Vice President Steve Heffron

Treasurer Lynda Anderson

Secretary Jean Albano

Ray Thomas 352-397-6473

Paul Quintin 919-210-1574

Greg Myers 352-597-0467

Jean Albano 352-596-7435

Steve Heffron 765-265-4106

Lynda Anderson 352-596-4436

Committees

Budget & Finance

Greg Myers, Chairperson
Lynda Anderson, Co-Chair
Board of Directors

Community Center

Steve Heffron, Chairperson
Greg Myers, Co-Chair

By-Laws/Nominations

Jean Albano, Chairperson
Paul Quintin, Co-Chair
Steve Heffron

Recreation

Paul Quintin, Chairperson
Ray Thomas, Co-Chair

Information Booth

Ray Thomas, Chairperson
Steve Heffron, Co-Chair

Human Resources

Ray Thomas, Chairperson
Jean Albano, Co-Chair
Greg Myers

Groundskeeping/Equip & Maintenance

Steve Heffron, Chairperson
Greg Myers, Co-Chair

Permits/New Homes

Paul Quintin, Chairperson
Steve Heffron, Co-Chair
Trey Jordan

Community Center Supplies

Lynda Anderson, Chairperson
Jean Albano, Co-Chair

RV Compound/Dog Park

Ray Thomas, Chairperson
Jean Albano, Co-Chair

Independence Day Celebration - All Board Members

Meeting Dates for 2025

GENERAL MEETINGS—February 6, 2025, April 10, 2025, October 2, 2025 @ 1:00 pm-Community Center

BUDGET & BY-LAW -October 16, 2025 at 1:00 pm - Community Center

ANNUAL MEETING/ELECTION - December 11, 2025 at 1:00 pm - Community Center

BOARD MEETINGS - Last Tuesday of every month @ 9:00 am in the Community Center

***Meeting Dates Subject to change**

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The Restated Articles of Incorporation of High Point Community Property Owners, Inc.

HIGH POINT COMMUNITY PROPERTY OWNERS, INC., a not-for-profit Florida corporation ("Association"), organized pursuant to Chapter 720, Florida Statutes, for the purpose of managing and operating the real property referenced in the Articles of Incorporation of the Declaration of Covenants and Restrictions of High Point Community Property Owners, Inc., as recorded in Official Records Book 427, Page 1426, of the Public Records of Hernando County, Florida, and amended Articles of Incorporation on 9/17/1997 in BK 1147 PG 763 and 1/5/1999 in BK 1240 PG 1223 ("Articles of Incorporation"), hereby certifies that on February 6, 2025, at a duly called and properly noticed meeting of the Board of Directors, the board of directors approved and adopted, in accordance with Chapter 720, Florida Statutes, and applicable law, a restatement to the aforesaid Articles of Incorporation, a copy of which is attached hereto and made a part hereof as Exhibit "A."

Subdivision

High Point Mobile Home Subdivision, Unit 1
High Point Mobile Home Subdivision, Unit 2
High Point Mobile Home Subdivision, Unit 3
High Point Mobile Home Subdivision, Unit 4
High Point Mobile Home Subdivision, Unit 5
High Point Mobile Home Subdivision, Unit 6

Plat Book and Page

Plat Book 10, Pages 99-100
Plat Book 11, Page 92
Plat Book 12, Pages 29-30
Plat Book 12, Pages 63-66
Plat Book 12, Pages 113-116
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.

Subdivision

High Point Mobile Home Subdivision, Unit 1
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O.R. Book and Page

O.R. Book 212, Page 629
O.R. Book 256, Page 383
O.R. Book 272, Page 663
O.R. Book 286, Page 446
O.R. Book 287, Page 816
O.R. Book 291, Page 227
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.

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

HIGH POINT COMMUNITY PROPERTY OWNERS, INC., a not-for-profit Florida corporation ("Association"), organized pursuant to Chapter 720, Florida Statutes, for the purpose of managing and operating the real property referenced in the Declaration of Covenants and Restrictions of High Point Community Property Owners, Inc., as recorded in Official Records Book 427, Page 1426, of the Public Records of Hernando County, Florida, as amended on 12/27/2022 in BK:4252 PG:291, 12/3/2021 in BK:4094 PG:629, 1/8/2020 in BK:3793 PG:1112, 12/27/2018 in BK:3656 PG:49, 1/19/2018 in BK:3544 PG:1640, 12/21/2016 in BK:3424 PG:1189, 1/7/2016 in BK:3322 PG:1932, 1/8/2015 in BK:3159 PG:836, 1/10/2014 in BK:3065 PG:1930, 1/11/2013 in BK:2968 PG:1339, 2/16/2012 in BK:2878 PG:1910, 1/21/2010 in BK:2714 PG:874, 3/3/2009 in BK:2633 PG:273, 12/26/2007 in BK:2520 PG:1382, 12/26/2007 in BK:2520 PG:1377, 1/18/2007 in BK:2388 PG:1766, 6/29/2001 in BK:1432 PG:1828, 1/20/1998 in BK:1169 PG:1686 ("Declaration"), hereby certifies that on February 6, 2025, at a duly called and properly noticed meeting of the Board of Directors, the Board of Directors approved and adopted, in accordance with Chapter 720, Florida Statutes, and applicable law, a restatement to the aforesaid Restrictions and Covenants, a copy of which is attached hereto and made a part hereof as Exhibit "A."

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 Plat Book 11, Page 92
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 Plat Book 12, Pages 63-66
 Plat Book 12, Pages 113-116
 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.

Subdivision

High Point Mobile Home Subdivision, Unit 1
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 O.R. Book 286, Page 446
 O.R. Book 287, Page 816
 O.R. Book 291, Page 227
 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 any 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 an approved driveway. 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, enclosed trailer, motor home, boat or boat trailer, tractor designed to haul or pull, may be kept or stored on any lot, except: (a) open utility trailers may be kept on a lot but only if stored under a carport; (b) travel trailers, boats, 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 or with the Golf Club (members only). Homeowners must register at the Homeowners Association Office 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, signs/flags with foul language 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 120 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 all aspects of the approved engineered site plan/blueprints are satisfied 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. *(see Rules & Reg for new law)

(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 of 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.

The Restated By-Laws for High Point Community Property Owners, Inc.

HIGH POINT COMMUNITY PROPERTY OWNERS, INC., a not-for-profit Florida corporation ("Association"), organized pursuant to Chapter 720, Florida Statutes, for the purpose of managing and operating the real property referenced in of the Declaration of Covenants and Restrictions of High Point Community Property Owners, Inc., as recorded in Official Records Book 427, Page 1426, of the Public Records of Hernando County, Florida, and the Bylaws as amended on 2/18/1998 in BK:1175 PG:5, 5/26/1999 in BK:1269 PG:1732, 12/7/2001 in BK:1480 PG:531, 12/31/2003 in BK: 1776 PG: 298,12/30/2004 in BK: 1952 PG: 467, and 02/16/2006 in BK: 2283 PG: 237 ("Declaration"), hereby certifies that on February 6, 2025, at a duly called and properly noticed meeting of the Board of Directors, the board of directors approved and adopted, in accordance with Chapter 720, Florida Statutes, and applicable law, an amendment to the aforesaid Bylaws, known as the Restated Bylaws of High Point Community Property Owners, a copy of which is attached hereto and made a part hereof as Exhibit "A."

Subdivision

High Point Mobile Home Subdivision, Unit 1
High Point Mobile Home Subdivision, Unit 2
High Point Mobile Home Subdivision, Unit 3
High Point Mobile Home Subdivision, Unit 4
High Point Mobile Home Subdivision, Unit 5
High Point Mobile Home Subdivision, Unit 6

Plat Book and Page

Plat Book 10, Pages 99-100
Plat Book 11, Page 92
Plat Book 12, Pages 29-30
Plat Book 12, Pages 63-66
Plat Book 12, Pages 113-116
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.

Subdivision

High Point Mobile Home Subdivision, Unit 1
High Point Mobile Home Subdivision, Unit 2
High Point Mobile Home Subdivision, Unit 3
High Point Mobile Home Subdivision, Unit 4

High Point Mobile Home Subdivision, Unit 5
High Point Mobile Home Subdivision, Unit 6

O.R. Book and Page

O.R. Book 212, Page 629
O.R. Book 256, Page 383
O.R. Book 272, Page 663
O.R. Book 286, Page 446
O.R. Book 287, Page 816
O.R. Book 291, Page 227
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 Budget & By-Law 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 any 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.