

Cormorant Point Homeowners Association
Protected Covenants & Restrictions, By-Laws, Rules, Regulations & Clarifications

A Message from the Cormorant Point Board

Dear Homeowners:

For your information, the Board of Directors is pleased to present an updated version of the Cormorant Point Homeowners Association Protected Covenants & Restrictions, Bylaws, Rules, Regulations & Clarifications. Changes to the Bylaws made at the May 6, 2009 Board meeting have been incorporated into the text and are presented in a new 8.5 x 11 format for ease of reading. This document replaces any and all existing copies of the CP Bylaws in its entirety. Any additional future revisions which may be enacted by the Homeowner's Association Board will be released in this format.

Please refer to this book when you have a question regarding the rules of our community. If you sell your home, we ask that you leave this document in your Dwelling/Villa for the next homeowner.

For any architectural or landscaping changes, installation of a satellite dish, new construction, please copy the applicable form from the Appendix in this book or obtain a copy of the form from a Board member. Please submit the form with the required information for approval to the Board prior to starting your project. The Rental Inquiry Form and Lessee's Letter of Understanding can be obtained from a Board Member.

Our Bylaws, Rules and Restrictions have been updated to ensure that Cormorant Point continues to be an enjoyable place to live.

Sincerely,

Board of Directors
Cormorant Point Homeowners Association

Revised

April 1, 1997	September 6, 2001
February 5, 1998	November 14, 2002
March 4, 1999	April 2, 2004
April 1, 1999	June 19, 2007
October 19, 1999	April 2, 2008
September 6, 2001	May 6, 2009
November 14, 2002	

2009 Edition

**Approved by the Board of
the Directors**
May 6, 2009

**Registered Clerk of Courts
of Highlands County**

Book 1473 Page 1316
Book 1754 Page 1025
Book 2077 Pages 348-349
Book 2135 Pages 276-278
Book 2198 Pages 270

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**AMENDED PROTECTED COVENANTS AND RESTRICTIONS
FOR CORMORANT POINT**

KNOW ALL MEN BY THESE PRESENTS:

That Gulf Homes, Inc., herein called the "developer" and American Home Services Corporation being the owner of the property described on Schedule "A" attached hereto, and generally referred to as CORMORANT POINT, hereby impose the following covenants and restrictions on said property and declare them to be Covenants Running With the Land and binding on all subsequent purchasers and owners.

I. PURPOSE OF PROTECTIVE COVENANTS

The Protective Covenants are imposed to assure the present and future owners of said property that the entire property will be kept, maintained and improved in such manner as will protect and preserve the integrity and high quality of said property and improvements thereon and to provide a means to enforce these Protective Covenants for the mutual benefit of all interested parties.

II. DEFINITION OF TERMS

1. Cormorant Point shall mean all of the property.
2. Lot shall mean one of the numerically designated tracts of land subject to individual ownership and depicted upon plats of portions of the property which will from time to time be recorded.

3. Phase I shall mean the first phase of development of CORMORANT POINT, consisting of the 38 lots numbered consecutively from 1A to 19B and described on Schedule "B" attached hereto.
4. Subsequent Phases shall mean those portions of Cormorant Point subsequently platted into lots.
5. Dwelling shall mean the Dwelling Unit or Building generally referred to as Golf Villa now upon or to be constructed upon any lot and any connected structures. Said term shall also include any additions to and alterations of a Dwelling Unit or Building and any replacements of all or any part thereof.
6. Association shall mean CORMORANT POINT HOWMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, the Membership of which shall be composed of the Owner or Owners of the Lots and which is vested with certain rights, privileges, duties and obligations hereunder of the mutual protection and benefit of all Members of said Association.
7. Common Area shall mean all of CORMORANT POINT, except for the Lots, which common area is intended to be devoted to the common use and enjoyment of all of the Lot Owners.

Section II, Paragraph 8, added to read as follows:

8. Phase II shall mean the second phase of development of Cormorant Point consisting of the 182 lots numbered consecutively from 20A to 110B and described on Schedule C attached hereto. AMENDMENT - SECTION - Dated April 13, 1982

III. USE RESTRICTIONS

1. Residential Use. The use of each Lot is restricted to the construction and maintenance of one single family Private Dwelling, and for no other purposes. No business of any kind, whatsoever, shall be operated, carried on, permitted or conducted on any Lot. This shall not prevent the leasing of a Private Dwelling for residential purposes nor the use of a Private Dwelling on any Lot as a Model or Office in connection with the Developer's Sales Program.
2. Nuisances. There shall not be erected, maintained, operated, carried on permitted or conducted upon any Lot anything or activity which shall be or become noxious or offensive or an annoyance or nuisance.
3. Signs and Advertising Devices. No sign advertising any Lot for sale or rent shall be erected, posted, displayed or permitted on any Lot without the consent of the Association which shall have the right to regulate signs as to color, size and locations, if permitted. No other signs or

advertising devices of any character shall be permitted on or about any Lot. The Developer may, however, place any sign or other advertising devices of any character upon any Lot to advertise the same for sale or rent so long as the Developer is the owner of such Lot.

4. Animals and Pets. No animals, livestock, birds or fowl of any kind shall be kept, bred or maintained in Golf Villas except dogs, cats and birds generally considered as pets provided that such pet shall not create or become a nuisance, or be kept for any commercial purpose, and in no event shall the Owner of any Lot keep and maintain more than two dogs at one time.

Section III, Paragraph 5 amended to read as follows:

5. Trucks, Trailers and Boats. No commercial or trade vehicles shall be kept, stored or parked in CORMORANT POINT except in the normal course of deliveries or furnishing repairs or other services and no recreational vehicles, no trailers or boats of any kind shall be kept, stored or parked thereon, unless completely within an enclosed garage.

6. Garbage and Refuse Disposal. No garbage receptacles or containers shall be kept or maintained on any Lot except sunken receptacles or containers meeting the sanitary requirement, if any, of Highlands County and all equipment for storage and disposal of garbage and refuse shall be maintained in a clean and sanitary condition.

7. Temporary Structures. No temporary structure, trailer, tent, shack, garage, shed or other out-building shall be used as a residence either temporarily or permanently.

8. Architectural Control. No structure, fence, wall or shrubbery hedge of any kind shall be constructed, erected, planted or maintained upon the Property, nor shall any such structure, fence, wall or shrubbery hedge be altered, unless prior to the commencement of such work, the same has been approved by the Association as to location, harmony of external design with existing structures, quality of workmanship and suitability of materials, finish, grade, elevation and landscaping, including kind, type and location of any shrubbery, hedges, trees and gardens.

9. Antennae and Aerials. No exterior antennae or aerials may be erected except with the consent of the Association. Should a central antennae system become available, no external antennas or aerials shall be allowed and any existing antennas and aerials shall be immediately removed. Should any Lot owner erect an exterior antennae in violation of this Covenant, the Association may immediately remove said antennae, without notice, at the expense of said Lot owner.

10. Storage. No personal property shall be stored by any Lot owner except within their dwelling unit or, if applicable, in assigned storage areas. No vehicle which cannot operate on its own power shall remain on any Lot or any common area for more than twenty-four (24) hours, and no repairs of vehicles shall be made on the premises.

Section III, Paragraph 11 added to read as follows:

11. Occupancy. Occupancy of dwelling units is limited to persons fifteen (15) years of age and above, although persons under fifteen (15) years of age will be permitted to reside in said dwelling unit on a temporary basis not exceeding a total of ninety (90) days in any calendar year.

AMENDMENT 1, SECTION III, Dated April 13, 1982

Cormorant Point declares itself to be a community intended for the occupancy of at least eighty percent (80%) of the occupied units by at least one person fifty-five (55) years of age or older, and the Board of Directors shall file with the Secretary of Cormorant Point Homeowners Association, Inc. a report of the verification of occupancy in compliance with the passage of H.R. 660, "The Housing for Older Persons Act of 1995," which amended subparagraph (C) of Section 807 (b)(2) of the Fair Housing Act (42 U.S.C. 3607 (b)(2) and signed into law December 1995.

IV. MAINTENANCE, REPAIR AND INSURANCE

1. Common Areas. Maintenance of Common Areas shall be by the Association and said common areas shall be, at all times, kept and maintained in a state of good condition and repair.

Article IV, Paragraph 2 amended to read as follows:

2. Lots. The Lots shall be maintained by the Association and the Association is hereby given the exclusive right and authority to contract for, place, keep and maintain all lawns, landscaping, plants and trees upon the Lots and any common areas so as to assure all of the owners of the Lots that these lawns, landscaping, plants and trees will be kept clean and neat in appearance by regular maintenance service. No Lot owner shall change the ground elevation of his Lot or any common area. AMENDMENT II, SECTION I, Dated Nov. 7, 1983

3. Dwelling. The Owner or Owners of each Dwelling shall maintain and repair said Dwelling, and shall keep it in a state of good condition, repair and appearance. In no event shall the exterior color or finish of any Dwelling be modified without the approval and consent of the Association.

4. Party Walls. Each wall placed on the dividing line between the Lots shall constitute a party wall, and each owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall, except as otherwise provided herein.

5. Pest Control. The Association shall provide or contract for all exterior pest control on the Property. Owners shall be responsible for interior pest control.

6. Insurance. The Association shall maintain public liability insurance on the common area. Each Owner shall be responsible for maintaining insurance on their dwelling. Any destruction or damage to a structure shall be repaired as soon as possible as provided herein.

V. THE ASSOCIATION

1. Membership. The Membership of the Association is comprised of the Owners of all of the Lots.

2. Purpose. The Purpose of the Association is to accomplish the duties placed upon the Association herein and to enforce these Protective Covenants , all for the use and benefit of the Membership. The foregoing is not in limitation of any rights, privileges, powers and authorizations which may be contained in the instruments forming the Association.

3. Duties and Powers. The Association shall have and exercise all of the rights, privileges, duties and powers which may be granted and reserved unto it in the instruments forming the Association and in these Protective Covenants, including enforcing the Covenants and Restrictions herein, making assessments as provided below, making repairs and improvements to all common areas, maintaining the lawns, and maintaining insurance on the common areas, contracting for management services and such other services as may be necessary or desirable and all other things necessary or desirable in the maintenance and management of the property.

4. Assessments. In order that the Association may provide for and pay the cost of maintenance, operation, improvement and management to accomplish the purposes of the Association, the Association shall have the authority to levy and collect equal assessments against the Members of the Association and their respective Lots as follows :

(a) The assessment levied against each Lot shall be payable in monthly Installments, or as otherwise established by the Association, beginning on the first day of the month following the month in which closing occurs.

(b) The Association shall establish an annual budget for each fiscal year and levy the necessary assessment for financing the work of the Association for the year.

(c) Should the assessments levied prove to be insufficient, the Association shall have the authority to levy such additional or special assessments as it shall deem necessary and establish the time and manner for payment thereof.

(d) Upon adoption of the annual budget by the Association, copies thereof shall be delivered to the Members, although the failure to deliver a copy to any Member shall not affect the liability of such Member for any assessment based on such budget.

(e) No Owner of any Lot may exempt himself from liability for any Assessment levied against him or his Lot in any way.

(f) The Owner or Owners of any Lot shall be personally liable, jointly and severally, to the Association for the payment of all assessments levied while such party is an Owner of a Lot. In the event the Owner or Owners of any Lot are in default in the payment of any assessment or installment thereof owed to the Association, such Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof, at the rate of eighteen percent (18%) per annum, until such delinquent assessment or installment thereof, and said interest is fully paid, and for all costs of collecting such assessment or installment thereof, and interest thereon, including a reasonable attorney's fee, whether suit is brought or not.

(g) In addition to any other remedy which may be afforded to the Association, the Association is hereby granted a lien upon each Lot to secure monies due for all assessments now or hereafter levied. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and the lien granted to the Association shall secure all advances made by the Association to protect and preserve its lien, and interest on all such advances at eighteen percent (18%) per annum. All persons, firms or corporations who shall acquire, by whatever means, any interest in the Ownership of a Lot, or who may be given or acquire a mortgage lien or other encumbrance thereon, is hereby placed on notice of the lien rights granted to the Association and shall acquire the interest in any Lot subject to such lien.

(h) The lien herein granted to the Association shall be effective from and after the time of recording in the Public Records of Highlands County, Florida, of a Claim of Lien stating the description of the Lot encumbered thereby, the name of the record owner, the amount of any delinquent assessment or assessments and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, and such lien shall further secure all additional assessments which may become due and payable subsequent to the recording of any Claim of Lien. Any Claim of Lien shall be signed and verified by an officer or agent of the Association and shall be duly satisfied of record upon full payment of the sums secured thereby. The Claim of Lien filed by the Association shall be subordinate to the Lien of any mortgage or other lien recorded prior to the time of recording the Association's Claim of Lien.

(i) Anyone who obtains title to a Lot and undivided interest in the common area as a result of a foreclosure of any institutional first mortgage, or by a deed in lieu of foreclosure to such institutional mortgagee, shall not be liable for any assessment which became due prior to such

acquisition of title. Such unpaid assessments shall then be deemed common expenses, collectable from all Owners, including such acquirer, his successor and assigns.

VI. MANAGEMENT AGREEMENT

The Association and Developer may enter into a Management Agreement with a third entity to provide for the management, supervision and services for the operation, conduct, maintenance and management of the property and all Owners of Lots shall be bound by the terms of said Management Agreement.

VII. GENERAL GOLF HAMMOCK RESTRICTIONS

The General Restrictive Covenants of Golf Hammock, recorded in Official Records Book 541, Page 733, Public Records of Highlands County, Florida, as amended in Official Records Book 567, Page 243, and otherwise are by reference imposed on this property except for Articles XIV, XVI, and XIX of the original Protective Covenants, which are hereby specifically deleted.

VIII. TRANSFER BY DEVELOPER

The Developer, as soon as practicable, shall: (a) transfer control of the Association to the Lot Owners other than the Developer; and (b) convey and transfer to each of the Lot Owners his prorated undivided interest in the fee simple title to the common areas. Such transfer shall occur no later than sixty (60) days subsequent to the sale of the last Lot.

IX. SCOPE, DURATION AND MODIFICATION OF PROTECTIVE COVENANTS

1. The covenants, restrictions, reservations, servitude and easements imposed by these Protective Covenants are intended to and shall constitute Covenants Running With the Land, and constitute an equitable servitude upon each Lot, and shall be binding upon the present and future Owner or Owners of each Lot and the common areas, and their successors, legal representatives and assigns, and their respective guests, invitees, employees and tenants.
2. These Protective Covenants shall be in full force and effect until the first day of January 2001, and shall be automatically continued without further notice for consecutive periods of ten years, without limitation, unless a written agreement shall be recorded in the Public Records by all of the then Owners of Lots, canceling or extinguishing these Protective Covenants in whole or in part.

3. These Protective Covenants may only be modified, amended, waived, extinguished or rescinded, in whole or in part, by the recordation of a written instrument in the Public Records, executed by the Owners of all of the Lots. Owner and Developer may jointly amend these Protective Covenants to include the descriptions of the Lots in subsequent phase or to delete undeveloped lands without joiner of any other Owner.

X. ENFORCEMENT

1. The Association or an Owner or Owners of any Lot may enforce the terms of these Protective Covenants by an action to recover damages, for injunctive relief, and/or to foreclose a lien on said Lot.

2. In any proceeding arising due to a default or violation by an Owner or Owners of any Lot, the Association or complaining Owner, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

3. Failure of the Association to enforce any provision under these Protective Covenants, shall not constitute a waiver of the right of any party to thereafter enforce such right in case of a continuing or subsequent default or violation.

XI. SEVERABILITY

In the event that any term, provision or covenant herein is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other term hereof.

(THE ORIGINAL OF THESE DOCUMENTS CAN BE FOUND ON FILE WITH THE SECRETARY OF THE CORMORANT POINT HOMEOWNERS ASSOCIATION).

AMENDED BY-LAWS OF THE
CORMORANT POINT HOMEOWNERS ASSOCIATION

ARTICLE 1 - NAME

The Corporation shall be known as CORMORANT POINT HOMEOWNERS ASSOCIATION, INC., a non-profit Florida Corporation.

ARTICLE II - RIGHTS AND LIABILITY OF MEMBERS, DIRECTORS AND OFFICERS

1. Property Interest of Members, Directors and Officers. No Member, Director or Officer of the Corporation shall have any right, title or interest in or to any property or asset of the Corporation.
2. Non-liability for Debts. Private property of the Members, Directors and Officers shall be exempt from liability for any debts of the Corporation, and no Member, Director or Officer shall be liable or responsible for any debt or liability of the Corporation.

ARTICLE III - MEMBERS

1. Members. Members shall consist of those persons qualified for membership as set forth in the Articles of Incorporation.
2. Quorum. The presence of members holding a majority of the votes shall constitute a quorum to transact business. The act of members holding two thirds (2/3) of the votes present at a meeting where a quorum is present shall be the act of the membership. (Florida Law, Section 617.306 states unless bylaws establish a lower number, the percentage of voting interest required to constitute a quorum, is thirty percent (30%) of the total voting interest).
3. Directors. The members shall elect the directors. At any election of directors, each lot shall be entitled to one (1) vote for each director to be elected.

ARTICLE IV - DIRECTORS

1. Function. All business, property and affairs of the Corporation shall be managed by the Board of Directors (hereafter to be referred to as the Board).
2. Number. The Board shall be composed of not less than three (3) or more than seven (7) Members.
3. Term. Board membership shall be for a period of three (3) years with staggered terms, so that at each annual election either two (2) or three (3) directors shall be elected. In order to set up this staggered system of election, the members of the initial Board shall serve for either one (1), two (2) or three (3) years. Directors shall be eligible to succeed themselves.
4. Vacancies. Vacancies in the Board shall be filled by a vote of the directors remaining in office. A director elected to fill a vacancy shall serve out the term of the replaced director.

5. Meetings. The annual meeting of the Board shall be held immediately following the annual meeting of the members at the same place as the annual meeting. Special meetings of the Board may be called by the President or by two (2) Directors, at such time and place as may be fixed by the person or persons calling the meetings.

6. Place of Meetings. The meetings of the Board shall be held at a place in Sebring, Florida, designated by the Board.

7. Notice. Written notice stating the time and place of the meetings of the Board shall be delivered not less than five (5) days and not more than fifteen (15) days prior to the date of the meeting, either personally or by mail, or at the direction of the Secretary to each Director.

8. Quorum. The presence of a majority of the total number of directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of directors present at a meeting where a quorum is present shall be the act of the Board.

9. Powers. The property and business of the Cormorant Point Association (hereafter to be referred to as the Association) shall be managed by its Board, which may exercise all such powers of the Association and do all such lawful acts as are not by Statute, Protective Covenants, Certificate of Incorporation or any of these Bylaws directed or required to be exercised or done by the members or owners personally. These powers shall specifically include, but not be limited to, the following items:

a. To determine and levy an annual or monthly assessment ("Association Assessment") to cover the cost of operating and maintaining the lawn areas, and the expense pursuant to the Declaration, payable in advance. The Board may increase the assessment or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses.

b. To collect, use and expend the assessments collected to maintain the lawn areas and other expenses pursuant to the Declaration.

c. To make repairs, restore or alter any of the improvements including, without limitation, repairing and maintaining the exterior of any of the improvements, whether part of the common areas or owned by individual members, by stuccoing, painting, or any other external surface work which the Board determines may be necessary and to levy an assessment against individual members for such repairs or maintenance.

d. To open bank accounts on behalf of the Association and to designate the signatories to such bank accounts.

e. To collect delinquent assessments by suit or otherwise, to place liens against the real property of respective members for delinquent assessments, and to foreclose these liens as if the same

were mortgages against the said property, and to add to the delinquent assessment the costs and attorney's fees for collecting, to abate nuisances and to enjoin or seek damages from members for violations of the house rules or rules and regulations of the Association.

f. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the members which the Board has approved in writing and delivered a copy of such rules and regulations and all amendments to each member. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on the use of the common areas by members or their guests.

g. To employ workmen, gardeners, bookkeepers and to purchase supplies and equipment and to enter into contracts.

h. To bring and defend actions by or against more than one member, pertinent to the operation of the Association.

i. The Board may retain up to a maximum of \$50,000 balance as a reserve.

ARTICLE V - OFFICERS

1. Officers. The Officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer and such other officers as may be appointed from time to time by the Board. Officers shall be elected by the Board at its annual meeting and shall hold office until successors are elected and qualified, provided, however, in the event that any officer fails to complete his term of office, the Directors shall immediately appoint an officer to replace him or her.

2. President. The President shall preside at all meetings of the members and of the Board, shall make all committee appointments, and shall perform any other duties usually pertaining to the office of President or as may be prescribed by the Board.

3. Vice President. The Vice President shall assist the President and shall perform the duties of the President whenever the President is absent or unable to perform his duties.

4. Secretary. The Secretary shall have custody of and maintain all of the Corporate records, shall record the minutes of all meetings of the members and Board, send out all notices of meetings, and shall perform such other duties as may be prescribed by the Board and the President.

5. Treasurer. The Treasurer shall have custody of and maintain all of the Corporate financial records, keep full and accurate accounts of receipts and disbursement and render account then of at the annual meetings of members and at monthly Board meetings or whatever is required by the Board or President.

ARTICLE VI - FINANCIAL TRANSACTIONS

1. **Contracts.** Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name on behalf of the Corporation and such authority may be general or confined to specific instances.
2. **Checks and Drafts.** All checks, drafts and other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Corporation shall be signed by two (2) officers of the Corporation, and in such manner as shall, from time to time, be determined by resolution of the Board.
3. **Deposits.** All funds of the Corporation shall be deposited in such bank or banks as the Board may select.
4. **Fiscal Year.** The fiscal year of the Corporation shall be the calendar year, beginning the 1st day of January of each year, and shall end on the 31st day of December.
5. **Accounting System and Reports.** The Board shall cause to be established and maintained, in accordance with generally accepted principles of accounting, an appropriate accounting system.

ARTICLE VII - SEAL

The Seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation, the year incorporated, the fact that it is a Florida Corporation, and the words "Corporation Not For Profit."

ARTICLE VIII - WAIVER OF NOTICE

Any member or director may waive in writing any notice of a meeting required to be given by these Bylaws. The attendance of a member or director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except in the case a member or director shall attend the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

ARTICLE IX - AMENDMENT

These Bylaws may be amended or modified at any meeting of the Board by a two-thirds (2/3) vote of all Directors, provided that a copy of the proposed alteration or amendment has been

mailed to each Director at least seven (7) days prior to such meeting, unless each Director shall waive notice of the meeting.

ARTICLE X - JOB DESCRIPTIONS

1. President. Conducts all meetings, assigns and oversees all committees, handles all insurance and legal requirements of the Board; attends or sends representation to Golf Hammock Board and Highland County Homeowners Association meetings.

a. The President along with the Treasurer to audit Golf Hammock books as deemed necessary by the Board.

2. Vice President. Responsible for Protective Covenants and Bylaws, i.e. status of Amendments and/or any additions. Assists other Officers and Committees as requested by the President. Arrange date, place, time of annual meeting. Chairs Nominating Committee. Arranges sale of Social tickets.

3. Secretary. Takes minutes of all meetings; provides copy of agenda set by President per each Board Member; writes all correspondence for the Association; helps with correspondence for committees needing letters sent; provides current minutes for the newsletter; keeps files up-to-date; responsible for all printing as required by the Board.

4. Treasurer. Maintains all savings, checking and investment accounts; receives all monies and bills; makes deposits; pays all bills of the Association and files all tax forms; maintains drop box and mail box; files the Corporate Annual Report; keeps all homeowners accounts up-to- date and sends late notices; provides copy of Treasurer's Report to each Board Member at the meeting; provides synopsis of Treasurer's Report to the Secretary for the Newsletter.

a. Cormorant Point financial books are to be audited prior to the annual meeting by a group of a minimum of three (3) members of the Association. Volunteers for the Auditing Committee are to be named at the annual meeting.

b. The Treasurer along with the President to audit Golf Hammock books as deemed necessary by the Board.

5. Landscape and Architectural. Receives all requests for landscaping and architectural changes; investigates architectural changes and reports to the Board; obtains two (2) signatures for landscaping requests and Board approval for architectural changes; oversees lawn maintenance and lawn pest control; oversees Cormorant Point entrance landscaping.

6. Violations. Handles all violations as reported to the Board; assists Treasurer in filing of late payment liens.

7. Welcoming. Welcomes all new homeowners; provides copies of Covenants and Bylaws; chairs the annual Social.

ADDENDUM TO BY-LAWS RULES, REGULATIONS & CLARIFICATIONS As of May 6, 2009

I. SIGN RESTRICTIONS

1. Only "For Sale" signs may be posted on a lot. No sign is to be larger than 18 inches by 24 inches (18" x 24"). All information must be inclusive within these dimensions and match the Cormorant Point colors (Section 1. 3 below). No additional signage may be added to the For Sale sign.
2. Signs may not be posted higher than 20 inches (20") from the ground to the bottom of the sign.
3. The sign must have dark brown professional lettering over a beige background.
4. If the house or lot is for sale, use the term "For Sale" only.
5. No sign or placard of any type may be shown on the house nor may it show from inside the house.
6. One (1) sign is allowed on the premises or lot; however, one (1) sign can be added for Dwelling / Villas abutting the golf course property, a sign can be added facing the golf course property. For those Dwellings abutting Hammock Road, a sign can be placed on their property along Hammock Road.

II. SHRUBBERY AND LAWN MAINTENANCE POLICY

The Lawn Maintenance performed for the Association includes cutting the grass, edging, fertilizing, and pest control for mole crickets. Weed control or other pest problems or reseeding the lawns is the responsibility of the homeowner - not the Association.

1. All members are responsible for their shrubbery maintenance including any perimeter hedges. They can do it themselves or contract it out. All members must arrange for, and make certain that the flower beds, shrubbery, hedges, trees, etc. are trimmed and free of weeds and debris.

2. Those homeowners who maintain their own shrubbery and leave for vacation or are part-time residents should make arrangements for a contractor to do that maintenance in their absence. In the event that such arrangements are not made and the Board members feel maintenance is required, they will direct a contractor to do what work they feel is necessary. Payment for this work will be the responsibility of the homeowner, notwithstanding, the fact that such work was authorized by the Board.

3. Any request for landscaping changes or architectural or shall be submitted to the Board in writing for approval. All work must be approved prior to start of work. The requests include generators, satellite dishes, solar panels, hurricane shutters, pavers, replacement windows, awnings and the like. The requests are to be made on the appropriate Request for Landscape Changes, Request for Architectural Changes form (see Appendix). The request for changes will be kept on file by the Association.

4. All grass in Cormorant Point will be treated equally by the Board as far as cutting and spraying. Also, the homeowner understands that they will be responsible for any lawn problems that may arise.

III. HOME MAINTENANCE

1. The Association members shall maintain and repair their Dwelling / Villa and shall keep it in a state of good condition, repair and appearance including porches, lanais, pools and enclosures and assure that the lawn watering system is fully functional and appropriately programmed. Personal property including planting materials, maintenance materials, equipment, tools and other articles used for home maintenance or upkeep including but not limited to cleanup of brush, leaves, branches and other garden/plant materials, shall not be stored or kept outside the homeowners Dwelling/Villa.

2. When painting and/or siding a Villa, both sides must be done simultaneously using the same brand, quality, materials and color of paints as described in Ill. 3. below.

3. In no event shall the exterior color of a member's Dwelling / Villa be modified. The colors and quality paint and stain must be Sherwin-Williams (S-W) and Porter (P) Paints as listed below.

a) Masonry color - (S-W) Greize 76A, Super Paint

b) Wood Trim color - (S-W) Cormorant Point Dark Brown

c) Front Door/Garage Door/Front Golf Cart Door color - (S-W) Burnt Copper, Super Paint - Gloss.

d) Cedar Siding Stain - Porter Paints (P) brand; 1yk 16R; after staining, use Aquatrol for water resistance.

e) Side Entrance Door color - Must match either Ill. 3. a) or c) only.

4. Vertical wood siding on existing Dwelling/Villa Units may be replaced or covered with vinyl or aluminum siding but it must match the color of the existing wood siding, i.e. either the Masonry color (Greize 76A) or the wood trim color (Cormorant Point Dark Brown) whichever was pre-approved by the Board.

5. New construction or replacement of roof shingles must have permits and must be made by one of the manufacturers listed below. The distributor in Sebring, FL is Seacoast Supply.

(1) GAF Timberline*; color - Burnt Sienna (*registered trademark)

(2) Owens Corning; color - Duration* Brownwood (*was Oakridge Pro 30)

The entire roof of a single or multi-unit Dwelling / Villa must be completed at the same time using the same color and shingle manufacturer.

6. All mailboxes must be black in color; must be kept in good condition with white and black lettering only; no temporary placards are allowed. Mailbox support posts must be of wood construction and must be painted Cormorant Point dark brown to match the Dwelling / Villa trim. Mailboxes and support posts are of standard design historically used in Cormorant Point. If 911 signs are posted, only green 911 signs are permitted and must be attached to the support post.

7. Replacement of garage doors must be a grained finished paneled type door typical of the doors in Cormorant Point and must be painted with Sherwin Williams - Burnt Copper, Super Paint - gloss color.

8. Dwelling / Villa exterior screen room changes or additions using aluminum pan style roofs will not be approved unless the roof is Bronze Aluminum or painted Cormorant Point dark brown prior to installation.

9. In no event shall the exterior or finish of any Dwelling / Villa, including windows, be modified without receiving prior written approval from the Board. An Architectural Change Form must be submitted to the Board for approval. Repainting of Dwelling / Villa trim or garage door must be completed in its entirety.

10. The Board will not pursue the current exterior color of Villa, Lot #03-B until it is no longer occupied by the current resident. When current resident no longer occupies #03-B, it must be repainted to match all other Villas. See Minutes and Addendum to Minutes of May 6, 2009.

11. For any screened enclosures whether they be door, windows, porches, lanais, pool screens, or garage doors the screens themselves shall not be painted or depict any art or logos. The screening itself must be compatible with its mounting which must be S-W Cormorant Point Dark Brown.
March 5, 2014.

IV. GARAGE SALES

No garage sales are allowed in Cormorant Point.

V. FENCES AND LIGHTING

1. No fences are allowed in Cormorant Point.
2. Exterior post lights must be maintained in working order.

VI. EXTERIOR ANTENNAS AND SATELLITE DISHES

1. The Board will not pursue the removal of existing antennas, however, when a Dwelling / Villa is sold that has an existing antenna, it shall be sold with the understanding that the sale does not include the antenna and the seller must have the antenna removed on or before the last day the seller occupies the Dwelling / Villa. Such removal shall be at the expense of the seller.
2. Installation of a satellite dish must have prior installation approval by the Board including location and color. Request must be submitted on the Request for Satellite Dish form. Satellite dishes must be a maximum of (thirty) 30 inches in diameter and must be placed where they blend with their surroundings. If located next to a beige exterior wall, the satellite dish must be painted to match the exterior wall color (III. 3.a) above. If located next to the roof, it must be painted the standard 'Cormorant Point Dark Brown' trim color. The Board will be pleased to work with the 'homeowner' to find a satisfactory location.

VII. VIOLATIONS

1. Assessments. The regulations regarding Maintenance Assessment violations are covered in IX - Payment Policy and Fees below.
2. Rental Policies. The regulations regarding Rental Policy violations are covered in XIII - Leased Dwelling Policy below.
3. Other Violations.

a. Bylaw violations and/or nuisance complaints observed by our members are to be reported to the Board in writing, by contact with a Board member or by personal appearance at a regularly scheduled Board meeting.

b. Initial resolution of violations or complaints is by personal contact with the homeowner by a representative of the Board either in person, by letter or e-mail.

c. An unresolved violation may then be followed by a Registered letter being sent to the homeowner stating the specifics of the violation with a thirty (30) day period allowed for the resolution of the violation.

d. After thirty (30) days, a second Registered letter will be sent to the Dwelling/Villa Owner instituting a fine of \$100 for each day the violation remains unresolved beginning with the post-script date of the Registered letter.

e. An additional violation of any kind, if not resolved immediately by personal contact, will result in a Registered letter being sent to the homeowner instituting a fine of \$100 for each day the violation remains unresolved.

February 2, 2010

f. At any time before the Second Violation letter in these proceedings is sent, the homeowner must be notified that they will be granted 14 days for a hearing. This hearing must be before a panel of five (5) Association Members appointed by the President; excluding all members of Board.

g. In addition to the above provisions of this section 3, the Association shall be entitled to reimbursement from the owner for its reasonable and necessary costs, including reasonable attorney's fees, incurred in enforcing these covenants and restrictions. Such costs, if not reimbursed by the owner, shall be a lien in favor of the Association, imposed and enforceable as provided in "Section V. THE ASSOCIATION; subsection 4. Assessments." of the AMENDED PROTECTED COVENANTS AND RESTRICTIONS FOR CORMORANT POINT. Sept.4, 2011

4. Parking Violations. In the event of any violation of Article XII, a fine of \$100.00 for each violation shall be assessed against any member, tenant, guest, or invitee who is in violation of said Article XII. Imposition and notice of such fines shall be handled in accordance with applicable requirements of Florida law." May 5, 2010

VIII. ADDRESS CHANGE

1. All correspondence and related matters are to be sent to:

2224 Golf Hammock Drive, Sebring, FL 33872-1209 or e-mailed to a current Board member.

2. Monthly assessment payments or any correspondence for the Cormorant Point Board may be dropped in the Cormorant Point box located in the Golf Hammock Pro Shop or mailed and/or e-mailed to the address shown in VIII. 1. above.

IX. PAYMENT POLICY AND FEES

1. As of January 1, 2013, the homeowner fee will be \$ 80 per month per single lot dwelling. A Villa is two (2) dwellings; maintenance is \$90 per dwelling. October 3, 2012

2. As of January 1, 2013, a fee of \$ 40 per unimproved lot will be assessed per month. This fee will be placed in a dedicated account for the maintenance of these lots. October 3, 2012

3. As of January 1, 2013, fees for a double lot is \$ 180 and one-and-a-half lot dwellings will be \$130. October 3, 2012

4. Monthly maintenance assessment is due in advance by the 1st of each month.

5. A late charge of \$ 5 will be assessed on those still due after the 15th of the month.

6. The property owners will receive a letter indicating that a late charge has been added. If payment is not received by the 1st of the next month, the Treasurer will send a Registered letter indicating that the payment is due within thirty (30) days of receipt of the letter or the matter will be referred to our attorney for resolution.

X. OFFICE PROCEDURES

Any extraordinary expenditure over \$100 must be submitted to the Board for approval before payment is issued. The pre-approved expenditure limit for landscape and maintenance is \$500 per year.

XI. PET OWNER OBLIGATIONS

1. No animals, livestock, birds or fowl of any kind shall be kept, bred or maintained in a Dwelling / Villa except dogs, cats and birds generally considered as pets provided that such pet shall not create or become a nuisance or be kept for any commercial purpose and in no event shall the Owner of any Lot keep and maintain more than two (2) pets at one (1) time.

2. All pet droppings must be picked up and disposed of. Pets must be leashed at all times both when walking with their owners and shall not be left unattended in their yards. If a homeowner continues to ignore these obligations, it will become necessary for the Board to enforce penalties against the homeowner and/or processed under VII - Violations.

XII. PARKING

Vehicle parking is restricted to the homeowner's driveway, garage and approved locations only. No vehicle parking in front of or on golf cart driveways. No trucks over 3/4 ton, commercial vehicles, boats, travel homes or trailers are permitted. No parking is allowed at any time on empty lots or common grounds at the Cormorant Point Pond area, Waterwood Circle or Cormorant Point Circle without prior approval by the Board. The Board may grant 48-hour prior approval for resident owned restricted vehicles not to exceed two (2) times in a 12-month period.

XIII. LEASED DWELLING POLICY

1. Responsibility of Property Owner (Lessor)

a. Must have filled out and returned to the Association, the necessary Rental Agreement/ Approval Form for the lease of their property prior to leasing the Dwelling / Villa. If the Board feels the Lessee has not followed the rules and regulations set by the Cormorant Point Homeowners Association, they have the right to ask that the lease be terminated.

b. "For Rent or For Lease" signs are not permitted on the property.

c. Must assure that the Lessee (renter) is informed, understands and conforms to all applicable regulations as outlined in the Cormorant Point Protective Covenants & Restrictions, Bylaws, Rules, Regulations & Clarifications. The Lessor must have the Lessee sign the Renters Letter of Understanding Form stating that they have received, read and understood the Cormorant Point Covenants, Restrictions and Bylaws. This form is to be returned to the Board prior to occupancy. The Property Owner (Lessor) assumes complete responsibility for Lessee's conformance with these regulations.

d. The Property Owner should emphasize the following partial list of regulations applicable to their renters:

No more than one (1) family is permitted to occupy each dwelling.

No business of any kind shall be conducted from any dwelling or lot.

At least one (1) occupant of the dwelling must be fifty-five (55) years of age or older and all other occupants must be eighteen (18) years of age or older.

Vehicle parking is restricted to the dwelling's driveway and garage only. No vehicle parking in front of or on golf cart driveways. No trucks over 3/4 ton, boats, travel homes or trailers permitted.

The church parking lot is not to be used for overnight Cormorant Point parking.

Pets must be leashed at all times while outside of the Dwelling / Villa. Pet owners must clean up after their pets at all times and locations within Cormorant Point.

Maximum allowed is one (1) pet per Dwelling / Villa for renters.

Garbage containers will not be placed at the curb until after dark on the night prior to pick up and must not be stored outside of the Dwelling / Villa.

Lawn watering must conform to local water use restrictions.

There shall not be erected, maintained, operated, carried on, permitted or conducted upon any lot or in any dwelling anything or any activity which shall be or become noxious or offensive or an annoyance or a nuisance.

e. May lease to persons who use the Dwelling / Villa as their primary residence or as a temporary vacation home, however, no more than two (2) separate leases may be granted in any twelve (12) month period without prior Board approval. No sub-leases are allowed.

f. Must act promptly to correct any violations including those caused by the renter and must inform the Cormorant Point Homeowners Association Board upon completion of those corrective actions. Violations by owner or renter are the responsibility of the Property Owner and will be handled under VII - Violations.

2. Responsibilities of Renter (Lessee)

a. Must understand and conform to all applicable regulations as outlined in the Cormorant Point Protective Covenants & Restrictions, Bylaws, Rules, Regulations & Clarifications.

b. Must take corrective actions to remedy any violations as brought to the renter's attention by the Property Owner or Cormorant Point Homeowner's Association Board.

c. Must fill out the requested Rental Agreement/Approval Form and Renters Letter of Understanding for the Association. Forms must be returned to the Property Owner.

XIV. DWELLING / VILLA MAINTENANCE/CONSTRUCTION

1. For new home construction, architectural drawings must be submitted for Board approval prior to the beginning of construction of new dwelling units to ensure harmony of external design with existing structures, quality of workmanship and suitability of materials, finish, grade, elevation and landscaping, including kind, type and location of any shrubbery, hedges, trees and flower/shrubbery gardens.

2. The following guidelines are for all construction within Cormorant Point:

Keep in mind that all roads and rights-of-way in this subdivision are private property and maintained by the homeowners association.

No work or deliveries prior to 8:00 a.m. and/or after 6:00 p.m. Absolutely no work or deliveries on Sundays.

All work sites must be neat and clean of all debris of any kind after 6:00 p.m.

Radios if used by any worker must be kept at a level as not to disturb any of the neighbors, i.e. shall not be able to be heard off the work site at any time.

The rights of the adjacent homeowners or lots must be respected at all times.

Upon completion of the project, any damage done to the adjacent properties, whether lot or Dwelling / Villa, must be repaired to the satisfaction of the homeowner and/or the Board.

Any damage done to the right-of-way or the road is the responsibility of the contractor and must be repaired prior to job completion to the satisfaction of the Board.

All drainage or retention ditches and/or ponds must be restored to their original specifications upon the completion of construction.

No vacant lot shall be used as a dump for either trash or for excess materials.

No contractor signs permitted on the property except during the actual time of construction and/or work.

XV. AWNINGS & HURRICANE SHUTTERS

1. Awnings / Hurricane Shutters must be approved by the Board prior to installation and must conform to the following:

a. Awnings must be Awnair or Nulmage, be adjustable slat aluminum, non-retractable awnings in mocha tan color. A dark brown stripe can be optional.

b. Awning color must be a close match of the tan masonry color (Greize 76A or equivalent) as specified by the Bylaws or in mocha tan color. A dark brown stripe can be optional in the Nulmage Awnings.

c. Awnings may be installed on the rear or sides of the Dwelling / Villa.

d. Awnings shall not be installed on any Dwelling / Villa surface which faces a street.

2. Hurricane Shutters must match the Cormorant Point dark brown trim color.

The Officers and Directors of Cormorant Point Homeowners Association, Inc., certify that the foregoing Amended Bylaws of the Corporation were unanimously adopted at a regular meeting of the Board of Directors held at the Golf Hammock Clubhouse, Golf Hammock Drive, Sebring, Florida 33872 on May 6, 2009.

APPENDIX - Forms - Obtain Forms from Board Member/Available here

- a. Request for Landscape Changes
- b. Request for Architectural Changes
- c. Request for Satellite Dish
- d. Request for New Construction
- e. Rental Agreement / Approval
- f. Renter's Letter of Understanding

AMENDMENT to the AMENDED BYLAWS

ARTICLE III - MEMBERS

3. Directors

Replace "homeowner" with "lot" Feb. 2, 2010

ADMENDMENTS to the ADDENDUM TO BY-LAWS

RULES, REGULATIONS & CLARIFICATIONS

III. HOME MAINTENANCE

5. Replace "Seacoast Supply" with "Sunnyland Supply"

Replace GAF reference (1) with "Tamko ; color – Rustic Hickory" March 4, 2015

Add the following paragraph :

11. For any screened enclosures whether they be door, windows, porches, lanais, pool screens, or garage doors the screens themselves shall not be painted or depict any art or logos. The screening itself must be compatible with its mounting which must be S-W Cormorant Point Dark Brown.

March 5, 2014

VI. EXTERIOR ANTENNAS AND SATELLITE DISHES

2. Replace “(thirty) 30 inches” with “(forty) 40 inches” March 4, 2015

VII. VIOLATIONS

3. Other Violations

In paragraph 3.e replace the wording “A second violation of the initial violation” with “An additional violation of any kind.” Feb. 2, 2010

Add the following paragraph:

g. In addition to the above provisions of this section 3, the Association shall be entitled to reimbursement from the owner for its reasonable and necessary costs, including reasonable attorney’s fees, incurred in enforcing these covenants and restrictions. Such costs, if not reimbursed by the owner, shall be a lien in favor of the Association, imposed and enforceable as provided in “Section V. THE ASSOCIATION; subsection 4. Assessments.” of the AMENDED PROTECTED COVENANTS AND RESTRICTIONS FOR CORMORANT POINT. May 5, 2010

Add the following paragraph:

4. Parking Violations. In the event of any violation of Article XII, a fine of \$100.00 for each violation shall be assessed against any member, tenant, guest, or invitee who is in violation of said Article XII. Imposition and notice of such fines shall be handled in accordance with applicable requirements of Florida law.” Sept.4, 2011

IX. PAYMENT POLICY AND FEES

In Paragraph 1 replace 2009 with “2013” and in each occurrence replace \$80 with “\$90”

In Paragraph 2 replace June 1st, 2009 with “January 1, 2013” and replace \$35 with “\$40”

In Paragraph 3 replace June 1st, 2009 with “January 1, 2013” and replace \$160 with “\$180” and replace \$120 with “\$130”

October 3, 2012

Replace Paragraph 4 with “Beginning January 1, 2016, the monthly maintenance assessment shall be paid quarterly (or semiannually or yearly) by the 15th of the month of the payment”
March 4, 2015