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PREPARED BY:
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Cormorant Point Homeowners Association
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Sebring, FL 33872

RETURN TO:
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Cormorant Point Subdivision, Sebring, Florida

GOVERNING DOCUMENTS

Protected Covenants, Amended Articles of Incorporation,
Amended Bylaws, and Bylaw Addendum

Complete Text of 2020 Revival of Declaration of Covenants
and other governing documents



Introduction

Cormorant Point is a subdivision of Golf Hammock consisting of lots, common areas, ponds and dwellings, the latter of which are either single family houses or villas. Articles of Incorporation of the Cormorant Point Homeowners Association, Inc., a non-profit corporation, were filed on July 15, 1981. Cormorant Point is deed restricted with at least eighty percent (80%) of the occupied units having one primary occupant being fifty-five years of age or older. The uniformity of exterior décor (landscape and architectural) and conscientious occupant care gives rise to an attractive, aesthetically pleasing Cormorant Point community where occupants desire to live. To maintain community décor, the following covenants in tandem with bylaws creates a governing Association with rules and regulations for all community occupants to follow without exception.

GOVERNING DOCUMENTS

1. Protected Covenants And Restrictions
2. Amended Articles of Incorporation
3. Bylaws
4. Addendum to Bylaws Rules, Regulations & Clarifications
5. Forms
6. Approval Letter from Florida Department of Economic Opportunity dated June 19, 2020

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SECTION I

**Cormorant Point
Protected Covenants
& Restrictions**

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. All of the properties governed by these Covenants and Restrictions are further described on Schedules "D" and "E" attached.

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, and further described on Schedules "D" and "E", attached.
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 HOMEOWNERS 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.
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, and further described on Schedules "D" and "E" attached hereto.

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.
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.** No exterior antennae may be erected except with the consent of the Association. Should a central antennae system become available, no external antennas shall be allowed, and any existing antennas shall be immediately removed. Should any Lot owner erect 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.
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.

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 always be kept and maintained in a state of good condition and repair.
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.

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 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 prorata 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

- (a) 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.
- (b) These Protective Covenants shall be in full force and effect upon their recording in the Public Records of Highlands County, Florida 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 the then Owners of Lots, canceling or extinguishing these Protective Covenants in whole or in part.
- (c) 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 joinder of any other Owner.

X. ENFORCEMENT

- (a) 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.
- (b) 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.
- (c) 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.

CORMORANT POINT HOMEOWNERS
ASSOCIATION, INC.

E Mark Breed III
Witness Name: **E. MARK BREED III**

By: Nancy Beatty
NANCY BEATTY, President

Heather Mikell
Witness Name: **Heather Mikell**

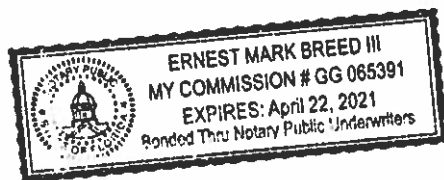
ATTEST:
Joyce Lawrence
JOYCE LAWRENCE, Secretary

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of June, 2020, by NANCY BEATTY as President and JOYCE LAWRENCE as Secretary of CORMORANT POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me (☐) or have produced Fla DLS as identification.

Ernest Mark Breed III
NOTARY PUBLIC, State of Florida

My Commission Expires:



SCHEDULE A

LAND SURVEY

N. Dale Thomas Land Surveying, Inc.

Registered Land Surveyor No. 2100

3803 Kenilworth Blvd.

Sebring, Florida 33070

Phone 813-385-6668

Job # 445-75

Thomas Wohl

Feb. 13, 1981

Commence at the Southeast corner of Section 34, Township 34 South, Range 28 East, Highlands County, Florida; thence run North $0^{\circ}12'05''$ East along the East line of Section 34 for a distance of 50.00 feet for Point of Beginning; Thence continue North $0^{\circ}12'05''$ East along said East line for a distance of 1724.61 feet; thence run South $38^{\circ}58'56''$ West for a distance of 485.99 feet; thence run South $57^{\circ}46'03''$ West for a distance of 269.75 feet; thence run South $80^{\circ}05'21''$ West for a distance of 924.34 feet; thence run North $44^{\circ}00'45''$ West for a distance of 159.19 feet; thence run North $80^{\circ}43'20''$ West for a distance of 397.37 feet to a point on the Easterly right-of-way line of Par Road of Golf Hammock Unit II, as per plat recorded in Plat Book 12, page 47 of the Public Records of Highlands County, Florida; thence run South $23^{\circ}40'1''$ West along the Easterly right-of-way line of Par Road for a distance of 109.67 feet to the Point of Curvature of a Curve concave to the North West; thence run Southwesterly still along said right-of-way line along the Arc of Curve to the right (said curve having for its elements a Radius of 175.0 feet and a central angle of $66^{\circ}20'00''$) for a distance of 202.60 feet; thence run West still along said right-of-way line for a distance of 193.61 feet to the Point of Curvature of a Curve concave to the Southeast; thence run Southwesterly along the Arc of Curve to the left (said Curve having for its elements a Radius of 25.0 feet and a central angle of $81^{\circ}06'09''$) for a distance of 35.39 feet to a point on the Easterly right-of-way line of Golf Hammock Drive of Golf Hammock Unit I, as per plat recorded in Plat Book 12, page 30 of the Public Records of Highlands County, Florida; thence run South $8^{\circ}53'51''$ West along the Easterly right-of-way line of said Golf Hammock Drive for a distance of 311.23 feet to the Point of Curvature of a Curve concave to the West; thence run Southerly along the Arc of Curve to the right (said Curve having for its elements a Radius of 1295.49 feet and a central angle of $8^{\circ}18'48''$) for a distance of 147.97 feet; thence run South $17^{\circ}12'39''$ West still along said Easterly right-of-way line for a distance of 134.79 feet to the Point of Curvature of a Curve concave to the East; thence run Southerly along the Arc of Curve to the left (said Curve having for its elements a Radius of 268.40 feet and a central angle of $26^{\circ}51'07''$) for a distance of 125.79 feet; thence run South $9^{\circ}38'36''$ East still along said right-of-way line of Golf Hammock Drive for a distance of 100.00 feet to the Point of Curvature of a Curve concave to the West; thence run Southerly along the Arc of Curve to the right (said Curve having for its elements a Radius of 335.00 feet and a central angle of $14^{\circ}34'36''$) for a distance of 85.62 feet; thence run South $5^{\circ}00'1''$ West still along said right-of-way line for a distance of 41.61 feet to the Point of Curvature of a Curve concave to the Northeast; thence run Southeasterly along the Arc of Curve to the left (said Curve having for its elements a Radius of 25.00 feet and a central angle of $95^{\circ}00'1''$) for a distance of 41.45 feet to a point on the North right-of-way line of State Road No. 634; thence run East and parallel with the South line of Section 34, along said North right-of-way line of State Road 634 for a distance of 1440.96 feet; thence run North $0^{\circ}12'05''$ East and parallel with the East line of Section 34 for a distance of 484.00 feet; thence run East and parallel with the South line of Section 34 for a distance of 360.00 feet; thence run South $0^{\circ}12'05''$ West and parallel with the East line of Section 34 for a distance of 484.00 feet to a point on the North right-of-way line of State Road 634; thence run East parallel with the South line of Section 34 along the North right-of-way line of Section 34 for a distance of 660.00 feet to the Point of Beginning. Containing 62.354 acres, Highlands County, Florida.

Land Surveying

— Lot and Mortgage Loan Surveys —

Land and Subdivision Planning

Schedule A

SCHEDULE B

Phase I

EXHIBIT B

PRELIMINARY PLAT OF

CORMORANT POINT SUBDIVISION.

May 08, 1981

Job # 33-81

LEGAL DESCRIPTION

A portion of the SE $\frac{1}{4}$ of Section 34, Township 34 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: Commence at the SE corner of Section 34; thence run North 0°12'05" East along the East line of Section 34 for a distance of 1081.79 feet for the Point of Beginning; thence continue North 0°12'05" East along the East line of Section 34 for a distance of 692.82 feet; thence run South 38°58'56" West for a distance of 485.99 feet; thence run South 57°46'03" West for a distance of 269.75 feet; thence run South 80°05'21" West for a distance of 924.34 feet; thence run North 44°00'45" West for a distance of 159.19 feet; thence run North 80°43'20" West for a distance of 397.37 feet to a point on the Easterly right-of-way line of Par Road; thence run South 23°40' West along the Easterly right-of-way line of Par Road; thence distance of 109.67 feet to the point of curvature of a curve concave to the NW; thence run SW'ly along the arc of curve to the right (said curve having for its elements a radius of 175.0 feet and a central angle of 33°52'24") for a distance of 103.46 feet to a point of curvature of a curve concave to the South; thence run Easterly along the arc of curve to the right (said curve having for its elements a radius of 100.00 feet, a central angle of 51°22'25" and a tangent bearing of North 57°32'23" East) for a distance of 89.66 feet to the point of reverse curve; thence continue Easterly along the arc of curve to the left (said curve having for its elements a radius of 400.0 feet, a central angle of 9°38'08" and a tangent bearing of South 71°05'12" East) for a distance of 67.27 feet; thence run South 80°43'20" East for a distance of 186.75 feet to the point of curvature of a curve concave to the SW; thence run SE'ly along the arc of curve to the right (said curve having for its elements a radius of 248.83 feet and a central angle of 36°42'35") for a distance of 159.43 feet to the point of reverse curve; thence run Easterly along the arc of curve to the left (said curve having for its elements a radius of 210.0 feet, a central angle of 55°53'54" and a tangent bearing of South 44°00'45" East) for a distance of 204.88 feet; thence run North 80°05'21" East for a distance of 850.00 feet to the point of curvature of a curve concave to the NW; thence run NE'ly along the arc of curve to the left (said curve having for its elements a radius of 500.0 feet and a central angle of 26°26'12") for a distance of 230.70 feet to the point of reverse curve; thence run Easterly along the arc of curve to the right (said curve having for its elements a radius of 50.00 feet, a central angle of 90°00' and a tangent bearing of North 53°39'09" East) for a distance of 78.54 feet; thence run South 36°20'51" East for a distance of 64.65 feet to the point of curvature of a curve concave to the NE; thence run SE'ly along the arc of curve to the left (said curve having for its elements a radius of 100.0 feet and a central angle of 53°27'04") for a distance of 93.29 feet; thence run South 89°47'55" East for a distance of 51.60 feet to the point of curvature of a curve concave to the SW; thence run SE'ly along the arc of curve to the right (said curve having for its elements a radius of 25.00 feet and a central angle of 5°11'23") for a distance of 21.03 feet to the point of reverse curve; thence run Easterly and Northerly along the arc of curve to the left (said curve having for its elements a radius of 50.0 feet, a central angle of 138°11'23" and a tangent bearing of South 41°36'32" East) for a distance of 120.59 feet to the Point of Beginning, containing 10.734 acres, Highlands County, Florida.

BOOK 701 PAGE 921

SCHEDULE C

Phase II

SCHEDULE C

CORMORANT POINT SUBDIVISION UNIT 2
FEBRUARY 3, 1982 JOB 33-81

LEGAL DESCRIPTION

A portion of the Southeast 1/4 of Section 34, Township 34 South, Range 28 East, Highlands County, Florida. Being more particularly described as follows: Commence at the Southeast corner of Section 34, Thence run North 0°12'05" East along the East line of Section 34 for a distance of 50.00 feet to a point on the North Right-of-way line of State Road No. 834, and for Point of Beginning; Thence run North 90°00' West along the North Right-of-way line of State Road No. 834 for a distance of 680.00 feet; Thence run North 0°12'05" East and parallel with the East line of Section 34 for a distance of 484.00 feet; Thence run North 90°00' West and parallel with the South line of Section 34 for a distance of 360.00 feet; Thence run South 0°12'05" West and parallel with the East line of Section 34, for a distance of 484.00 feet, to a point on the North Right-of-way line of State Road No. 834; Thence run North 90°00' West along the North Right-of-way line of State Road No. 834 for a distance of 1440.00 feet, to the Point of Curvature of a curve concave to the Northeast; Thence run Northwesterly along the arc of curve to the right (said curve having for its elements a Radius of 25.00 feet and a central angle of 95°00') for a distance of 41.45 feet; Thence run North 5°00' East along the easterly right-of-way line of Golf Hammock Drive for a distance of 41.81 feet, to the point of curvature of a curve concave to the West; Thence run Northerly along the arc of curve to the left (said curve having for its elements a Radius of 335.00 feet and a Central angle of 14°38'36") for a distance of 85.82 feet; Thence run North 8°38'36" West along the said easterly right-of-way line of Golf Hammock Drive for a distance of 100.00 feet to the point of curvature of a curve concave to the east; Thence run Northerly along the arc of curve to the right (said curve having for its elements a Radius of 268.40 feet and a Central angle of 28°51'15") for a distance of 125.80 feet; Thence run North 17°12'30" East still along said easterly right-of-way line for a distance of 134.78 feet to the point of curvature of a curve concave to the West; Thence run Northerly along the arc of curve to Left (said curve having for its elements a Radius of 1295.48 feet and a Central angle of 8°18'48") for a distance of 187.97 feet; Thence run North 8°53'51" East still along said easterly right-of-way line for a distance of 311.23 feet, to the point of curvature of a curve concave to the Southeast; Thence run Northeasterly along the arc of curve to the right (said curve having for its elements a Radius of 25.00 feet and a Central angle of 83°08'09") for a distance of 35.38 feet; Thence run North 90°00' East along the South right-of-way line of Par Road for a distance of 183.81 feet, to the point of curvature of a curve concave to the North; Thence run

Easterly along the arc of curve to the left (said curve having for its elements a Radius of 175.00 feet and a Central angle of 32°27'38") for a distance of 99.14 feet, to the point of reverse curve; Thence continue Easterly along the arc of curve to the Right (said curve having for its elements a Radius of 100.00 feet and a Central angle of 51°22'25") for a distance of 89.68 feet, to the point of reverse curve; Thence continue Easterly along the Southerly right-of-way line of Cormorant Point Drive, following the arc of curve to the left (said curve having for its elements a Radius of 400.00 feet and a Central angle of 8°38'08") for a distance of 87.27 feet; Thence run South 80°43'20" East along the said Southerly right-of-way line for a distance of 188.73 feet to the point of curvature of a curve concave to the Southwest; Thence run Southeasterly along the arc of curve to the Right (said curve having for its elements a Radius of 248.83 feet and a Central angle of 38°42'35") for a distance of 159.43 feet, to the point of reverse curve; Thence continue Southeasterly and Easterly along the arc of curve to the Left (said curve having for its elements a Radius of 210.00 feet and a Central angle of 53°53'54") for a distance of 204.88 feet; Thence run North 80°05'21" East still along said Southerly right-of-way line of Cormorant Point Drive for a distance of 850.00 feet, to the point of curvature of a curve concave to the North; Thence run Northeasterly along the arc of curve to the left (said curve having for its elements a Radius of 500.00 feet and a Central angle of 26°28'12") for a distance of 230.70 feet, to the point of reverse curve; Thence run Northeasterly and Southeasterly along the arc of curve to the Right (said curve having for its elements a Radius of 50.00 feet and a Central angle of 90°00') for a distance of 78.54 feet; Thence run South 38°29'51" East along said Southerly right-of-way line for a distance of 84.83 feet, to the point of curvature of a curve concave to the Northeast; Thence run Southeasterly along the arc of curve to the left (said curve having for its elements a Radius of 100.00 feet and a Central angle of 53°27'04") for a distance of 93.28 feet; Thence run South 88°47'35" East still along said right-of-way line for a distance of 51.80 feet, to the point of curvature of a curve concave to the South; Thence run Southeasterly along the arc of curve to the right (said curve having for its elements a Radius of 25.00 feet and a Central angle of 48°11'23") for a distance of 21.03 feet to the point of reverse curve; Thence run Southeasterly and Northeasterly along the arc of curve to the Left (said curve having for its elements a Radius of 50.00 feet and a Central angle of 138°11'23") for a distance of 120.59 feet to a point on the East line of Section 34; Thence run South 0°12'05" West along the East line of Section 34, for a distance of 1031.77 feet to the Point of Beginning.

PREPARED BY:

H. Dale Thomas Land Surveying Inc.
3803 Kenilworth Blvd.
Sebring, Florida 33870

SCHEDULE D

All of the properties governed by these Covenants and Restrictions are described as follows:

CORMORANT POINT SUBDIVISION as recorded in the plat thereof at Plat Book 13, Page 47, of the Public Records of Highlands County, Florida

CORMORANT POINT SUBDIVISION UNIT II as recorded in the plat thereof at Plat Book 13, Page 57, of the Public Records of Highlands County, Florida

A REPLAT OF LOTS 60A-75B; 81B-96B; 100A-103B, AND 110A-110B OF CORMORANT POINT SUBDIVISION UNIT II as recorded in the plat thereof at Plat Book 15, Page 4, of the Public Records of Highlands County, Florida

A REPLAT OF LOTS 16A THROUGH 19B OF CORMORANT POINT SUBDIVISION as recorded in the plat thereof at Plat Book 15, Page 5, of the Public Records of Highlands County, Florida

A REPLAT OF A PORTION OF CORMORANT POINT SUBDIVISION UNIT II as recorded in the plat thereof at Plat Book 15, Page 31, of the Public Records of Highlands County, Florida

SECTION II

Amended Articles of Incorporation



Department of State

I certify that the attached is a true and correct copy of Amended Articles of Incorporation, filed on October 12, 1987, for CORMORANT POINT HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 759180.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of October, 1987.



Jim Smith
Jim Smith
Secretary of State

AMENDED ARTICLES OF INCORPORATION
OF
CORMORANT POINT HOMEOWNERS' ASSOCIATION, INC.
(A corporation not-for-profit)

ARTICLE I. NAME

The name of this corporation is:

CORMORANT POINT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II. PURPOSES AND POWERS

The purposes and powers of this corporation are:

a) To maintain and operate certain real property, structures and improvements which may now or hereafter be placed on certain real property in Highlands County, Florida, known as "Cormorant Point", and to collect assessments for the maintenance, management and other matters, in accordance with the terms of these Amended Articles of Incorporation, the By-Laws of this corporation, and the Protective Covenants and Restrictions recorded in the Public Records of Highlands County, Florida, pertaining to Cormorant Point. The corporation shall be conducted as a non-profit corporation.

b) To own, rent, lease, operate and maintain sufficient real and personal property to carry out the purposes hereinabove expressed.

c) To receive donations, gifts or bequests of money or other property, and to accept the same, subject to such conditions or trusts as may be attached thereto, and to obligate itself to perform and execute any and all such conditions or trusts.

d) To contract debts and to borrow money, to issue, sell and pledge bonds, debentures, notes and other evidences of indebtedness.

e) To do everything necessary, proper, advisable or convenient for the accomplishment of the purposes and powers set forth in this Article, and to do all other things incidental thereto or connected therewith, which are not forbidden by law or these Amended Articles of Incorporation.

f) To carry out any of the purposes or powers set forth in this Article in any state, territory, district or possession of the United States of America, or in any foreign country, to the extent that such purposes are not forbidden by the law of such place.

g) The purposes or powers set forth in this Article are not in limitation of the general powers conferred by non-profit corporation law of the State of Florida.

ARTICLE III. MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

a) The owners of dwelling units in Cormorant Point shall be members of the corporation, and no other persons or entities shall be entitled to membership. A member shall be entitled to one vote for each dwelling unit owned.

b) Membership shall be established by the acquisition of fee title to a dwelling unit in Cormorant Point and the membership of any person shall be automatically terminated upon his being divested of all title to all dwelling units.

c) The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his dwelling unit. The funds and assets of the corporation shall belong solely to the corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the by-laws, and in the protective covenants and restrictions which have been recorded in the public records of Highlands County, Florida, covering Cormorant Point.

ARTICLE IV TERM OF EXISTENCE

The corporation is to exist perpetually.

ARTICLE V. OFFICERS

The affairs of the corporation are to be managed by a President, Vice-President and a Secretary-Treasurer. Officers who are to serve until the next election of officers are:

JAMES WOHL	President
THOMAS WOHL	Vice-President
PATRICIA MOLINARO	Secretary-Treasurer.

Annual meetings will be held in January or February on a date to be set by the secretary-treasurer with the advice and consent of the other officers and

directors.

ARTICLE VI. DIRECTORS

The corporation shall be managed by a board of not less than three nor more than seven directors. The directors who are to serve until the next election of directors are:

James Wohl
3200 U.S 27 South
Sebring, FL

Thomas Wohl
1720 Harrison St.
Hollywood, FL

Patricia Molinaro
2222 Golf Hammock Dr.
Sebring, FL.

ARTICLE VII. ASSESSMENTS

The private property of the members shall not be subject to the payment of corporate debts of the corporation; provided that this provision shall not in any manner limit the obligation of each member unto the corporation as set forth and contained in the Amended Articles of Incorporation, the By-Laws which may be hereafter adopted, and the Protective Covenants, Restrictions and Easements; or limit the right of the corporation to levy and assess members for their proportionate share of the expenses of the corporation, and to enforce collection of such assessments in such manner as may be reserved to the corporation in these Amended Articles, said By-Laws and Protective Covenants, Restrictions and Easements.

ARTICLE VIII. LIABILITY

Every director and officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX. AMENDMENT OF ARTICLES

This corporation reserves the right to amend or modify any provision contained in these Amended Articles of Incorporation in the manner provided for amendment or modification of the By-Laws. Each amendment must be approved by a 2/3 majority of a quorum (as defined in the By-Laws) of the members entitled to vote thereon.

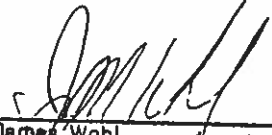
ARTICLE X. NON-PROFIT CHARACTER

This corporation is one which does not contemplate pecuniary gain or profit to the members, directors or officers. Upon dissolution of the corporation all corporate assets remaining after payment of all liabilities shall be distributed to charitable, religious, scientific, literary or educational organizations.

ARTICLE XI. REGISTERED OFFICE AND AGENT

The corporation hereby designates as its registered office 3200 U. S. 27 South, Sebring, Florida, 33870, and its registered agent James Wohl who is located at the same address for service of process.

IN WITNESS WHEREOF the undersigned, being all of the officers, directors and members of the corporation entitled to vote, have hereunto set our hands and seals this 24TH day of September, 1988, for the purpose of amending the Articles of Incorporation of Cormorant Point Homeowners' Association, Inc. under the laws of the State of Florida, and we hereby make and file in the office of the Secretary of State of the State of Florida, these Amended Articles of Incorporation, and certify that the facts stated are true.


James Wohl


Thomas Wohl


Patricia Molinero

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared James Wohl, Thomas Wohl and Patricia Molinaro, to me known to be the persons described in and who executed the foregoing Amended Articles of Incorporation, and acknowledged before me that they executed the Amended Articles for the purposes therein expressed.

WITNESS my hand and official seal in the county and state named above this 29th day of September, 19887

Shirley A. Harrison
Notary Public



My commission expires:
Notary Public, State Of Florida At Large
My Commission Expires Jan. 2, 1990

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Cormorant Point Homeowners' Association, Inc. at the place designated in the Amended Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provision of the Florida Statutes relative to keeping open said office.



James Wohl, Registered Agent

SECTION III

Cormorant Point By-Laws

**BY-LAWS OF THE
CORMORANT POINT HOMEOWNERS ASSOCIATION**

ARTICLE I – 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 720.306 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 Association's 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. 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 Association shall have three types of meetings. They are the Annual Meeting, Monthly Board of Director Meeting(s) and Special Meetings. Each differs from another in both frequency and purpose. The Annual Meeting meets annually to 1.) elect Directors, 2.) review prior year audit results and 3.) present an annual budget for the upcoming fiscal year. Board of Director Meetings occur monthly except for June, July and August. Monthly expenditures, Covenant and Bylaw enforcement actions, prior month meeting minutes accuracy and approval, Officer Reports and old/new business typically covers the spectrum of topics discussed. Special meetings are called by the Board President or by two (2) Directors for such purposes as reviewing contract bidding, Director disciplinary action, litigation et cetera.
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 more than 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.

- (c) To restore or alter any homeowner's property, restorations or alterations which the Board determines may be necessary to maintain community décor/harmony and levy an assessment against the homeowners 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 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. If 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 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. Pursuant to Florida Statute, section 720.303, the Association via the Board Secretary shall maintain a current registry of all Cormorant Point Association members. The registry shall include address, email, and contact phone number. Additionally, the Board Secretary shall maintain storage of written records such as meeting minutes, change requests, recorded public amendments, etc.
5. **Treasurer.** The Treasurer shall have custody of and maintain all the Corporate financial records, keep full and accurate accounts of receipts and disbursement and render account thereof 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 claiming 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 provided to each Director at least seven (7) days prior to such meeting, unless each Director shall waive notice of the meeting. Association's Secretary shall provide copies of recorded amendments(s) to all lot owners within thirty (30) days of court assigned book and page assignment.

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 October 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 four (4) signatures for landscaping requests and Board approval for architectural changes; oversees lawn maintenance and lawn pest control; oversees Cormorant Point entrance landscaping.
- (a) Replacement-in-Kind (RIK). Neither Landscape or Architectural change requests are required when dwelling exterior items such plants, trees, sod, roof shingles, shutters, siding, etc. are being replaced with form, fit, and function equivalents in the exact location where they were previously located. Replacements shall meet all requirements of the Associations governing documents.
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.

Dated this 26 day of June, 2020.

CORMORANT POINT HOMEOWNERS
ASSOCIATION, INC.

By: Nancy Beatty
NANCY BEATTY, President

ATTEST:

Joyce Lawrence
JOYCE LAWRENCE, Secretary

SECTION IV

Addendum to Bylaws Rules, Regulations & Clarifications

**ADDENDUM TO BYLAWS
RULES, REGULATIONS & CLARIFICATIONS**

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. 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. The color is to match the Cormorant Point colors.
4. If the house or lot is for sale, use the term "For Sale" only.
5. No advertising sign of any type may be shown on the house nor may it show from inside the house.
6. One (1) sale 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 re-sodding the lawns is the responsibility of the homeowner member.

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 plan for a contractor to do that maintenance in their absence. If such arrangements are not made and the Association feels 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 or architectural changes 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 etc. The requests are to be made on the

appropriate Request for Landscape Changes and/or Requests for Architectural Changes form.

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 homeowner's Dwelling / Villa.
2. When painting and/or siding a Villa, both sides shall be done simultaneously using the same brand, quality, materials and color of paints as described in III. 3. below.
3. In no event shall the exterior color of a member's Dwelling / Villa be modified.

	<u>Item</u>	<u>Custom Color:</u> Sherwin Williams Super Paint
a.	Masonry	Cormorant Point Greize 76A - Satin
b.	Wood Trim	Cormorant Point Dark Brown, Satin
c.	Doors: Garage, Front, Golf Cart	Cormorant Point Burnt Copper, Super Paint
d.	Wood Cedar Siding	Cormorant Point Dark Brown or Greize 76A
e.	Side Entrance Door	(a) or (c) in this color chart
f.	Mail Box	Black
g.	Mail Box Post	Cormorant Point Dark Brown, satin
h.	Rear Doors	Cormorant Point Greize 76A - satin

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 (Cormorant Point Greize 76A) or the wood trim color (Cormorant Point Dark Brown) whichever was pre-approved by the Board.
5. New construction or replacement of 3-Tab roofing shingles shall have a Highlands County Construction Permit and a Cormorant Point Request for Architectural Change. Shingles must be made by one of the manufacturers listed below. Sunniland Corporation building supply is a local roofing shingle distributor. Other 3-Tab shingle manufacturers may be used but require Association approval prior to purchase and installation particularly regarding color.

- (1) Tamko*; color – Rustic Hickory (*registered trademark)
- (2) Owens Corning Duration*; color – Brownwood (*registered trademark)

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 shall be black in color; shall be kept in good condition with white and black lettering only; no temporary placards are allowed. Mailbox support posts must be of wood construction/or composite material. All posts shall be painted Cormorant Point dark brown satin. 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 shall be windowless, flush panel, wood grain textured, tongue-and-groove, FL Wind Load Approved (Zone 5) overhead door, C.H.I. Model 2250/2251 or equivalent, typical of garage doors at Cormorant Point. All garage doors are to be painted per Addendum, III. Home Maintenance, Paragraph 3.
8. Dwelling / Villa exterior screen room changes or additions using aluminum pan style roofs shall be Bronze Aluminum or painted Cormorant Point Dark Brown.
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* shall be submitted to the Board for approval.
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 shall be repainted to match all other Villas.
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 shall be compatible with its mounting which may be Cormorant Point Dark Brown.
12. Sodding: Sod shall be applied to all new construction lawns. Likewise, sod shall be applied on existing lawns where debris patches from storm damage exist. The lot member has discretion to re-sod where weeds exist in their lawns. Sodding, except for Association common areas, are at residents' expense. Seeding is not acceptable.
13. Trash containers, vegetation and bulk waste shall be garage kept to the maximum extent possible prior to the day of pickup. Should extenuating circumstances exist where containers and waste need to be kept outside, they shall be placed in a location such as behind a party wall where they aren't observable from the street and are unobtrusive to the neighbors. Containers and waste shall be placed curbside no sooner than 5pm prior to the day of pick up.

- (a) Storm debris such as from hurricanes, intense thunderstorms and the like are to be piled unobtrusively curbside for pickup. Lot owner has total responsibility for yard debris pickup, disposal and lawn repair.

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 shall be maintained in working order including photocell control. Post lighting fixture shall provide continuous illumination from sunset to sunrise.

VI. DIGITAL EXTERIOR ANTENNAE AND SATELLITE DISHES

1. Exterior antennae and satellite dishes are an "add on" accessory for which the lot owner is totally responsible for in all ways.
2. Pursuant to the Protected Covenants all exterior antennae and satellite dishes shall have Board approval PRIOR TO installation. Lot owner is required to complete Request for Digital Antennae and Satellite Dish Form. In each case the Lot owner shall remove antennae or satellite dishes prior to transferring their lot to new ownership at the seller's expense. Seller removal requirement is waived if the new lot owner (buyer) desires to retain it. In which case the seller/buyer dwelling purchase agreement shall state ownership transfer as a conveyance item.
3. All Cormorant Point exterior antennae and satellite dishes shall meet Highlands County grounding codes.
4. Satellite dishes shall not exceed forty (40) inches in diameter. The color is dependent of the location of dish. If satellite dish is mounted on the dwelling's exterior masonry wall the dish shall be painted Cormorant Point Greize76A. If dish is mounted on the roof, the dish shall be painted Cormorant Point Dark Brown. The feedhorn is exempt from being painted Cormorant Point colors.
5. The vertical height of exterior antennae and satellite dishes shall be kept as short as possible from the rooftop without substantial degradation in signal reception. The actual dwelling placement of antennae or satellite dishes shall be on the side or back of the dwelling. If rooftop mounted, they shall be located on the backside of the roof such that it is not visible from the street.

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) Violations and/or nuisance complaints observed by our residents are 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 resident by a representative of the Board either in person or in written notice.
 - (c) An unresolved violation may then be followed by a duplicate letter, one certified and the other uncertified, being sent to resident stating violation specifics with a two month maximum allowance for correction of violation. See Section V for sample violation letter.
 - (d) If the violation remains unresolved as second duplicate letter, one certified and other uncertified, will be sent to the resident homeowner informing them of Cormorant Point Board of Director action. The Directors have several actions that may be chosen such a levying a fine of \$100 for each day for as long as the violation remains unresolved, placing a lien against the resident's property or instituting litigation.
 - (e) 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.
 - (f) In addition to the above provisions of this Section 3, the Association shall be entitled to reimbursement from the owner for 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 "Protected Covenants, Article V. THE ASSOCIATION: paragraph 4. Assessments."
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.

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 1st, 2022 the homeowner fee will be \$100.00 per month per single lot dwelling. A Villa is two (2) dwellings; maintenance is \$100.00 per dwelling.
2. As of January 1, 2013, a fee of \$40.00 per unimproved lot will be assessed per month. This fee will be placed in a dedicated account for the maintenance of these lots.
3. As of January 1, 2013, a fee for a double lot is \$180.00 and one-and-a-half lot dwellings will be \$130.
4. Beginning January 1, 2016, the monthly maintenance assessment shall be paid quarterly (semiannually or yearly by the 15th of month of the payment).
5. A late charge of \$25.00 will be assessed every month on those still due after the 15th of the month and each subsequent 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 \$100.00 must be submitted to the Board for approval before payment is issued. The pre-approved expenditure limit for landscape and maintenance is \$500.00 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. Dogs, cats and birds are generally considered as pets provided that such pet shall not create or become a nuisance or be kept for any commercial purpose. 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. Pets shall always be leashed when exterior to dwelling. If a homeowner continues to ignore these obligations, Violations will be prosecuted per Article 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 ¾ 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.

1. Pod moving containers/U-Hauls are allowed in the driveways for a period not to exceed seven (7) consecutive days. Prior Association approval is required if container/U-Haul is to reside in driveway beyond the time limit.

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 Renter's 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 Lot 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 ¾ ton, boats, travel homes or trailers permitted.
- The Bible Fellowship Church parking lot is not to be used for overnight Cormorant Point parking.
- Pets shall be always leashed while outside of the Dwelling / Villa. Pet owners shall always clean up after their pets while outside.
- Maximum allowed is one (1) pet per Dwelling / Villa for renters.
- Trash containers, yard and bulk waste not be placed at the curb until after 5pm 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) Shall understand and conform to all applicable regulations as outlined in the Cormorant Point Protective Covenants & Restrictions, Amended Bylaws, Rules, Regulations & Clarifications.
- (b) Shall take corrective actions to remedy any violations as brought to the renter's attention by the Property Owner or Cormorant Point Homeowners Association Board.
- (c) Shall fill out the requested Rental Agreement/Approval Form and Renter's Letter of Understanding for the Association. Forms shall be returned to the Property Owner.

IX. 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, shall 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 shall always be respected.
 - 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 Association.
 - 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.

X. AWNINGS & HURRICANE SHUTTERS

1. Requests for Awnings/ Hurricane Shutters shall be submitted on the Architectural Changes Form prior to installation. Upon approval the awnings may be installed.
 - (a) Awnings manufactured by either Awnair or Nulmage are acceptable for use at Cormorant Point. The awnings shall be adjustable slat aluminum, non-retractable. An awning's stripe is optional.
 - (b) Awning's color shall be a close match to masonry color (Cormorant Point Greize76A). The stripe shall be close in color to Cormorant Point Dark Brown.
 - (c) Awnings may be installed on the rear or sides of the Dwelling/Villa. Lot owner's discretion applies.

(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.

(a) Hurricane screening may be used as a form, fit and function equivalent for hurricane shutters. Such screening must be of a color consistent with the dwelling's exterior Cormorant Point Dark Brown trim and Greize 76A colored masonry walls.

Dated this 26 day of June, 2020.

CORMORANT POINT HOMEOWNERS
ASSOCIATION, INC.

By: Nancy Beatty
NANCY BEATTY, President

ATTEST:

Joyce Lawrence
JOYCE LAWRENCE, Secretary

Set
18.50

Prepared by and return to:
E. Mark Breed III, Esq.
E. Mark Breed III, P.A.
325 North Commerce Avenue
Sebring, FL 33870-3206



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JEROME KASZUBOWSKI
CLERK OF COURTS, HIGHLANDS CO.

FIRST AMENDMENT TO THE
ADDENDUM TO BY-LAWS
RULES, REGULATIONS & CLARIFICATIONS

CORMORANT POINT HOMEOWNERS ASSOCIATION, INC., a not for profit Florida corporation, hereby amends its revived Addendum to By-Laws, Rules, Regulations & Clarifications, as recorded in Official Records Book 2761, Page 1065, of the Public Records of Highlands County, Florida, as follows:

ARTICLE III. 10., is hereby deleted in its entirety, and is no longer in effect.

ARTICLE V., is hereby amended to read as follows:

V. FENCES AND LIGHTING

1. No fences are allowed in Cormorant Point. An Architectural Form must be completed and submitted to the Board for approval for installing lattice around generators, air conditioners, and garbage cans. Lattice must also be painted Cormorant Point Greize 76A.
2. Exterior post lights shall be maintained in working order including photocell control. Post lighting fixture shall provide continuous illumination from sunset to sunrise.

ARTICLE X., is hereby amended to read as follows:

X. AWNINGS & HURRICANE SHUTTERS

1. Requests for Awnings/ Hurricane Shutters shall be submitted on the Architectural Changes Form prior to installation. Upon approval the awnings may be installed.
 - (a) Awnings manufactured by either Awnair or NuImage are acceptable for use at Cormorant Point. The awnings shall be adjustable slat aluminum, non-retractable. An awning's stripe is optional.
 - (b) Awning's color shall be a close match to masonry color (Cormorant Point Greize 76A). The stripe shall be close in color to Cormorant Point Dark Brown.
 - (c) Awnings may be installed on the rear or sides of the Dwelling/Villa. Lot owner's discretion applies.
 - (d) Awnings shall not be installed on any Dwelling/Villa surface which faces a street. Retractable awnings are allowed with Board approval, but may not be on the front. The color must be Cormorant Point Greize 76A trimmed in Cormorant Point Dark Brown.

- (e) Exceptions may be made on the sides of homes on a corner lot with Board approval.
2. Hurricane Shutters must match the Cormorant Point dark brown trim color.
- (a) Hurricane screening may be used as a form, fit and function equivalent for hurricane shutters. Such screening must be of a color consistent with the dwelling's exterior Cormorant Point Dark Brown trim and Greize 76A colored masonry walls.
- (b) When Lot 50B is sold the hurricane shutters must be Cormorant Point Dark Brown color.

IN ALL OTHER RESPECTS, the revived Addendum to By-Laws, Rules, Regulations & Clarifications for Cormorant Point Homeowners Association, Inc. shall remain the same and are hereby ratified and confirmed.

Dated this 29 day of September, 2020.

CORMORANT POINT HOMEOWNERS
ASSOCIATION, INC.

Heather Mikell
Witness Name: **Heather Mikell**

By: Nancy Beatty
NANCY BEATTY, President

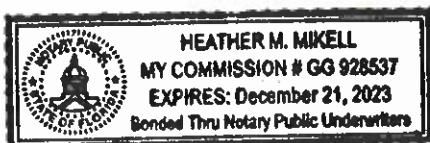
E. Mark Breed III
Witness Name: **E. MARK BREED III**

ATTEST:

Joyce Lawrence
JOYCE LAWRENCE, Secretary

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 29 day of September, 2020, by NANCY BEATTY as President and JOYCE LAWRENCE as Secretary of CORMORANT POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me () or have produced FL Drivers Licenses as identification.



Heather M. Mikell
NOTARY PUBLIC, State of Florida

My Commission Expires:

Sat
18.50

Prepared by and return to:
E. Mark Breed III, Esq.
E. Mark Breed III, P.A.
325 North Commerce Avenue
Sebring, FL 33870-3206



FIRST AMENDMENT TO THE
BY-LAWS OF THE
CORMORANT POINT HOMEOWNERS ASSOCIATION

Pursuant to Article IX of the revived BY-LAWS FOR CORMORANT POINT HOMEOWNERS ASSOCIATION, INC., recorded in Official Records Book 2761, Page 1065, of the Public Records of Highlands County, Florida, CORMORANT POINT HOMEOWNERS ASSOCIATION, INC., a not for profit Florida corporation, hereby amends its revived By-Laws as follows:

ARTICLE IX, AMENDMENT, is hereby amended to read as follows:

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 provided to each Director at least seven (7) days prior to such meeting, unless each Director shall waive notice of the meeting. Association's Secretary shall provide copies of recorded amendments(s) to all lot owners.

IN ALL OTHER RESPECTS, the revived BY-LAWS for CORMORANT POINT HOMEOWNERS ASSOCIATION, INC. shall remain the same and are hereby ratified and confirmed.

Dated this 29 day of September, 2020.

CORMORANT POINT HOMEOWNERS
ASSOCIATION, INC.

Heather Mikell
Witness Name: **Heather Mikell**

E. Mark Breed III
Witness Name: **E. MARK BREED III**

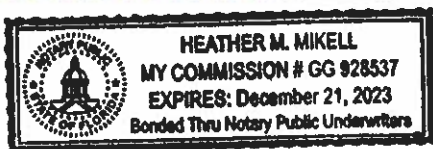
By: Nancy Beatty
NANCY BEATTY, President

ATTEST:

Joyce Lawrence
JOYCE LAWRENCE, Secretary

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 29 day of September, 2020, by NANCY BEATTY as President and JOYCE LAWRENCE as Secretary of CORMORANT POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me () or have produced FL Drivers Licenses as identification.



Heather M. Mikell
NOTARY PUBLIC, State of Florida

My Commission Expires:

jo\HOA\Cormorant Point\1st Amendment to By-Laws

SECTION V

Forms

- Request for LANDSCAPE Changes
- Request for ARCHITECTURAL Changes
- Request for ANTENNAE AND SATELLITE DISHES Changes
- Request for NEW CONSTRUCTION
- RENTAL AGREEMENT/APPROVAL
- RENTER'S LETTER OF UNDERSTANDING
- Sample Violation Letter



CORMORANT POINT HOMEOWNERS ASSOCIATION

Request for LANDSCAPE Changes

Date _____

Name _____

Address _____

Telephone No. _____ Lot No. _____

Description of Change Requested:
(Please attach a drawing and specifications where applicable)

Applicant's Signature

Board Member Signatures:

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

Approved _____ Denied _____ Date: _____

Copy to Homeowner _____



CORMORANT POINT HOMEOWNERS ASSOCIATION

Request for **ARCHITECTURAL** Changes

Date _____

Name _____

Address _____

Telephone No. _____ Lot No. _____

Description of Change Requested:

(Please attach a drawing and specifications where applicable)

Contractor Guidelines for Cormorant Point shall be strictly followed.

All changes must be completed in ninety (90) days from start of construction.

Building site must be always kept free of trash and debris.

Applicant's Signature

Board Member Signatures:

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

Approved _____ Denied _____ Date: _____

Copy to Homeowner _____



CORMORANT POINT HOMEOWNERS ASSOCIATION

Request for **DIGITAL ANTENNAE AND SATELLITE DISHES**

Date _____

Name _____

Address _____

Telephone No. _____ Lot No. _____

Antennae and satellite dishes shall have prior installation approval by the Board. The requirements of Addendum, Section VI DIGITAL ANTENNAE, AND SATELLITE DISHES shall be complied with in all ways. The Board will be pleased to work with the lot owner to find a satisfactory location.

Applicant's Signature _____

Board Member Signatures:

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

Approved _____ Denied _____ Date: _____

Copy to Homeowner _____



CORMORANT POINT HOMEOWNERS ASSOCIATION

Request for **NEW CONSTRUCTION**

Date _____

Name _____

Address _____

Telephone No. _____ Lot No. _____

Name of Builder _____ Supervisor _____

Business Telephone No. _____ Construction Permit No. _____

Proposed Starting Date: _____ Completion Date: _____

Requirements:

Attach drawings and specifications with application for approval.

Dwelling must have at least 1200 sq. ft. of air-conditioned living space.

Contractor Guidelines for Cormorant Point shall be strictly followed.

Construction must be completed in six (6) months from starting date including:

Exterior of building to Cormorant Point specifications.

Sodding of total lot.

Automatic irrigation system with well.

Concrete driveway and walkway or approved pavers.

Landscaping (approximately 1% of total cost)

Occupancy only after all construction is completed with applicable permits.

Applicant's Signature _____

Board Member Signatures:

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

_____ Approved _____ Denied _____

Approved _____ Denied _____ Date: _____



CORMORANT POINT HOMEOWNERS ASSOCIATION

RENTAL AGREEMENT / Approval Form

Please submit this form to the Cormorant Point Homeowners Association with all information and signatures. A copy will be provided if requested. These responsibilities must be clarified before any lease becomes valid.

LESSEE'S Name(s) _____

Address _____

No. of Occupants Living in Residence _____ **Lessee's Phone No.** _____

LESSOR'S Name(s) _____

Address _____

Lessor's Phone No. _____

Property Address to be Leased in Cormorant Point _____

LEASE AGREEMENT: From: _____ To: _____

Please complete the following questions:

Is there at least one person living in the home over the age of 55? Yes ____ No ____

Who is responsible for outside maintenance of home, i.e. exterior post lights?

Lessor _____ Lessee _____

Who is responsible for maintenance of shrubs and hedges, bed and trees on the property?

Landscaper's Name _____

Phone No. _____

LESSOR'S Signature **Date**

LESSEE'S Signature **Date**

Lessor and Lessee must also sign the Renter's Letter of Understanding which confirms that the **Lessee** has received, read, understood and will abide by the Protected Covenants and Bylaws of the Cormorant Point Homeowners Association.



CORMORANT POINT HOMEOWNERS ASSOCIATION
RENTER'S LETTER OF UNDERSTANDING

Date _____

Name _____

Address _____

Telephone No. _____ Lot No. _____

I, the **Lessee**, confirm that I have received, read, understand and will abide by the **Protected Covenants & Restrictions, Bylaws, Rules, Regulations & Clarifications** of the Cormorant Point Homeowners Association.

Lessor's Signature

Date

Lessee's Signature

Date

Copy to Board Member _____ Date _____

To the **Lessor**: This form must be submitted to any Cormorant Point Board Member within one (1) week of the Lessee's residency.

Sample Violation Letter

CORMORANT POINT HOMEOWNERS ASSOCIATION, INC.
2224 Golf Hammock Drive, Sebring, FL 33872-1209

Date:

To:

<Resident Name:>

<Resident's Address:>

Reference (a) Cormorant Point Covenants, Bylaws and Bylaw Addendum

Lot Owner(s),

This correspondence is to advise you that your dwelling is not in compliance with Cormorant Point's governing documents, reference (a). The Association would appreciate your correcting compliance issue(s) within the next two months.. If extenuating circumstances exist which makes the two-month allowance unlikely to achieve, please notify the Board of Directors soonest.

Compliance Issue: <State the compliance issue>

Should the compliance violation persist duplicate letters (One Certified and the other Uncertified) will be sent informing you of action(s) to be taken by Cormorant Point Board of Directors such as fines, liens etc.,

The Cormorant Point Homeowners Association, Inc. wishes to work with the lot owner(s) in any way that we can. Fortright, timely communications between dwelling owner and the Association is essential to violation resolution.

Thank you.

Sincerely,

President, CPHA

SECTION VI

Approval Letter from Florida Department of Economic Opportunity

JUN 22 2020

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

June 19, 2020

E. Mark Breed III, Esq.
Law Offices of E. Mark Breed III P.A.
325 North Commerce Avenue
Sebring, Florida 33870-3206

**Re: Cormorant Point Homeowners' Association, Inc., Approval;
Determination Number: 20101**

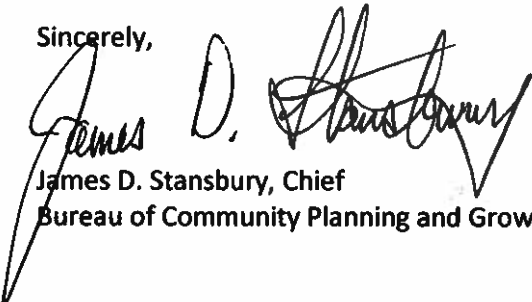
Dear Mr. Breed:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Cormorant Point Homeowners' Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
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NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.