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137.50

OFFICIAL RECORDS FILE#: 2024199
OR BK 2809 PG 116 PAGES: 1- 16 DOC TYPE: AMD
REC FEES: \$137.50
D.C. MBRENES, FILED: 3/16/2021 6:05:49 PM
JEROME KASZUBOWSKI
CLERK OF COURTS, HIGHLANDS CO.

**NOTICE OF RECORDING AMENDMENT
AND RESTATEMENT OF BYLAWS**

Notice is hereby given that the attached Amended and Restated Bylaws of Vantage Pointe Homeowner's Association, Inc., a Florida not for profit corporation, dated March 4, 2021, having been approved by its Members, has been recorded in the Public Records of Highlands County, Florida.

DATED this 11 day of March, 2021.

**VANTAGE POINTE HOMEOWNER'S
ASSOCIATION, INC.**, a Florida not for profit
corporation

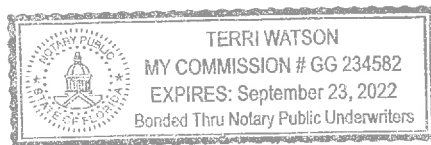
By: Thomas Guinther
Thomas Guinther, President

ATTEST:

David Cappalonga
David Cappalonga, Secretary

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me by means of [check one] ☒ physical presence or ☐ online notarization this 11 day of March, 2021, by Thomas Guinther, President, and David Cappalonga, Secretary, of **VANTAGE POINTE HOMEOWNER'S ASSOCIATION, INC.**, a Florida not for profit corporation, who are personally known to me or who produced Florida driver's licenses as identification.



Terri Watson
Notary Public
My commission expires:
(affix notarial seal)

Prepared by:
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425 S. Commerce Avenue
Sebring, FL 33870

AMENDED AND RESTATED BYLAWS
OF
VANTAGE POINTE HOMEOWNER’S ASSOCIATION, INC.

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ARTICLE 1. GENERAL

These are Bylaws of Vantage Pointe Homeowner's Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at 1325 Advantage Avenue, Sebring, Florida 33872, unless otherwise changed by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Vantage Pointe ("Declaration") are incorporated herein by reference.

ARTICLE 2. MEMBERS

The Members of the Association are the record owners of legal title to the Developed Lots. Record owners of legal title to Vacant Lots are not Members of the Association. In the case of a Developed Lot subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Developed Lot solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred:

(A) Recording in the Highlands County, Florida Public Records of a deed or other instrument evidencing legal title to the Developed Lot in the member.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a Primary Occupant, which is required when title to a Developed Lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each Developed Lot owned by them. The total number of possible votes (the voting interests) of the Association is the total number of Developed Lots in Vantage Pointe. The vote of a Developed Lot is not divisible. The right to vote may be suspended for non-payment of any monetary obligations that are delinquent in excess of ninety (90) days. If a Developed Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Developed Lot. If a Developed Lot is owned jointly by two (2) or more natural persons, that Developed Lot's vote may be cast by any one (1) of the record owners. In the case of a Developed Lot owned by a corporate entity, that Developed Lot's vote may be cast by any Officer of the corporate entity. If a Developed Lot is owned by a partnership, that Developed Lot's vote may be cast by any partner of the partnership. If a Developed Lot is held in trust, that Developed Lot's vote may be

cast by any trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Developed Lot. If the Owners of the Developed Lot (whether natural persons, a corporate entity, partnership, or trust) do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Developed Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of membership, nor does it impair any rights or remedies the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE 3. MEMBERS' MEETINGS; VOTING

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Highlands County, Florida, each year on a day and at a time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and a special members' meeting may also be called by members having at least one-third (1/3) of the voting interests. The business at any special members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission to those members consenting to receive notice by electronic mail. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Developed Lot is transferred after notice has been mailed or transmitted, no separate notice to the new Owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least twenty-five percent (25%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Developed Lot, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members. Limited proxies may be used in election of Directors in accordance with Section 4.3 of these Bylaws and other matters requiring a vote of the Owners. General proxies may not be used in the election of Directors, but may be used for other matters for which limited proxies are not required. In addition, the Board shall have the authority to adopt reasonable Rules and Regulations regarding the use of a power of attorney, including the ability of any agent in fact to attend a meeting of the members or a meeting of the Board of Directors.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

3.8 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum
- (B) Reading and approval of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished Business
- (G) New Business

(H) Adjournment

3.9 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding Officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

ARTICLE 4. BOARD OF DIRECTORS

The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be a minimum of five (5) and a maximum of seven (7). All Directors shall be elected for a term of three (3) years each and a Director's term will end at the annual election at which his successor is to be duly elected unless the Director sooner resigns or is recalled as provided for below. Directors shall be elected as provided for in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below. The Association shall continue the current use of staggered terms.

4.2 Qualifications. Each Director must be an Owner or the spouse of an Owner. In the case of a Developed Lot owned by a corporation, any Officer is eligible for election to the Board of Directors. If a Developed Lot is owned by a partnership, any partner is eligible to be a Director. If a Developed Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Developed Lot is eligible to be elected to the Board of Directors. No more than one (1) Director may serve on the Board for any Developed Lot at any one time, regardless of the number of eligible persons. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association for more than ninety (90) days as of the closing of nominations is not eligible for board membership.

4.3 Nominations and Elections. At each annual meeting, the members shall elect as many Directors as there are regular terms of Directors expiring. Nominations for Directors shall take place at the members' meeting held at least twenty (20) days prior to the annual meeting, and such nominations will be accepted from the floor. The Board also may establish such other Rules and Regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner. Directors shall be elected by a plurality of the votes cast. At such election, the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the

largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

4.4 Resignation: Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the remaining Directors at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the expiration of the term of the office being filled. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interest for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within thirty (30) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members, except for meetings between the Board and its attorney with respect to personnel matters and proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or Special Assessments are to be considered shall specifically contain a statement that rules or Special Assessments will be considered and the nature of the rule or Assessments and shall be mailed,

delivered or electronically transmitted and posted at least fourteen (14) days in advance. Notice may be given by electronic mail to those members who consent to receive notice by electronic mail.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice.

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballot may be used in the election or removal of Officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

4.13 The Presiding Officer. The President of the Association, or in the President's absence, the Vice-President, is the presiding Officer at all meetings of the Board. If neither Officer is present, the presiding Officer shall be selected by majority vote of the Directors present.

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific Lots (vacant or developed) are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to Lots (vacant or developed)

may not vote by proxy or secret ballot. Members of a committee appointed by the Board of Directors may only be removed by the Board of Directors.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant Officers, persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including posting at the Clubhouse. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(E) Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Vantage Pointe is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

ARTICLE 5. OFFICERS.

5.1 Officers and Elections. The executive Officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom must be members and shall be elected annually by a majority vote of the Board of Directors. Any Officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any Officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive Officer of the Association; shall preside at all meetings of the members and Directors; shall be ex-officio a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board to some other Officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any Officer for services as an Officer of the Association. This provision does not preclude the Board of Directors from employing Officers as employees of the Association.

ARTICLE 6. FISCAL MATTERS.

The provisions for fiscal management of the Association set forth in the Protective Covenants and Restrictions shall be supplemented by the following provisions.

6.1 Depository. The Association shall maintain its funds at financial institutions, as shall be designated from time to time by the Board, that carry FDIC insurance or equivalent thereof, provided such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. In order to optimize the return on invested funds, the Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar reasonable and sound investment vehicles as the Board deems appropriate. Withdrawal of monies from such accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board or by electronic transfer protocols approved by the Board.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Developed Lot. Such accounts shall designate the name and mailing address of each Developed Lot, the amount and due date of each Assessment or charge against the Developed Lot, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year at least fifteen (15) days prior to the beginning of that fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Any reserve account included in the Association's budget for the 2021 fiscal year shall be established and restricted by Chapter 720 and may be used, waived or reduced on a yearly basis according to Chapter 720, Florida Statutes. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. The Regular Assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October. Beginning January 1, 2022, the Regular Assessment shall be paid bi-annually, in advance, due on the first day of January and July. Written notice of the annual Assessment shall be sent to the Owners of each Developed Lot prior to the first installment being due, but failure to send (or receive) such notice does not excuse the obligation to timely pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first installment is due, it shall be presumed that the amount of such installment is the same as the last installment, and payments shall be continued at such rate until a budget is adopted and new annual Assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Developed Lot's next due installment. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, it shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. The total of all Special Assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests present in person or by proxy at a meeting of the members first consent. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which a Special Assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the Owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board of Directors, but shall in no event be less than the maximum funds that will be in the custody of the association or its management agent at any one time. The premiums on such bonds are a Common Expense.

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a complete set of financial statements, as prescribed in 720.303(7), Florida Statutes. The Association shall provide each member with a copy of the financial statements or a written notice that copies of the financial statements are available upon request at no charge to the member.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement, all payments on

account by an Owner shall first be applied to interest, late fees, costs, attorney fees, other charges, fines and then to regular or Special Assessments.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

ARTICLE 7. RULES AND REGULATIONS; USE RESTRICTIONS.

The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Elements, the Lots (vacant and developed), and the operation of the Association, including but not limited to, rules concerning architectural and design criteria in the Board's discretion.

ARTICLE 8. COMPLIANCE AND DEFAULT; REMEDIES.

In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' Tenants or Guests, or both, and vacant lot owners who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the Governing Documents, or the Rules and Regulations, or who condone such violations by their Family members, Guests or Tenants. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be \$1,000.00. Suspensions of the use of Common Areas, facilities and common non-essential services may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be in accordance with 720.305, Florida Statutes.

8.2 Correction of Health and Safety Hazards. Any situation, condition or violation of the Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the member or vacant lot owner.

ARTICLE 9. AMENDMENT OF BYLAWS.

Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required. Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of a majority of the Voting Interests of the Association present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

9.3 Effective Date. An amendment shall become effective upon the recording of a copy in the Public Records of Highlands County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.


ARTICLE 10. MISCELLANEOUS.

10.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

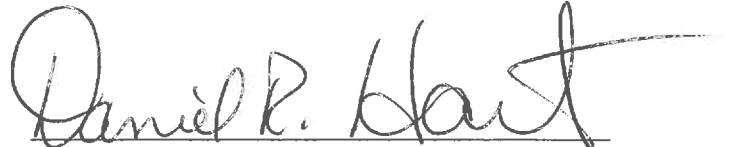
10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, or the Articles, the provisions of the Declaration or Articles shall prevail over the provisions of these Bylaws.

IN WITNESS WHEREOF we, being all of the Directors of Vantage Pointe Homeowner's Association, Inc., have hereunto set our hands and seals this 4 day of March, 2021.



Thomas Guinther, President / Director



Daniel Hart, Vice-President/Director



Robert Hubler, Treasurer/Director



David Cappalonga, Secretary/Director



Clarence Aho, Director



Kim Babb, Director



Arthur Peterson, Director