

Instrument prepared by and after
recording return to:
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850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

(Space above line for recording information)

**AMENDMENTS TO
THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS FOR COPPER OAKS
AND
THE BYLAWS OF COPPER OAKS HOMEOWNERS' ASSOCIATION, INC.**

This Amendment to the Amended and Restated Declaration of Restrictions, Covenants and Conditions for Copper Oaks and the Bylaws of Copper Oaks Homeowners' Association, Inc. is made this 28th day of September, 2017 by **SOUTHERN HOMES OF ESTERO, L.L.C.**, a Florida limited liability company, and **COPPER OAKS TV, LLC**, a Florida limited liability company (collectively the "**Declarant**").

WHEREAS, the Declaration of Restrictions, Covenants and Conditions for Copper Oaks, was originally recorded on December 17, 2004 in Official Records Book 0431, Page 1596, as amended by that certain Amended and Restated Declaration of Restrictions, Covenants and Conditions for Copper Oaks, recorded at Instrument Number 2014000242923, all in the Public Records of Lee County, Florida (collectively the "Declaration"), to which the Bylaws of Copper Oaks Homeowners Association Inc. ("Bylaws") are attached as Exhibit "C"; and

WHEREAS, pursuant to Section 15.4 of the Declaration, the Declarant currently has the right to unilaterally amend the Declaration to modify or change provisions of the Declaration or any of its recorded exhibits; and

WHEREAS, pursuant to Article VIII of the Bylaws, the Declarant has the right to amend the Bylaws; and

WHEREAS, Declarant desires to amend certain provisions of the Declaration and Bylaws.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby amends the Declaration as set forth in Exhibit "A" attached hereto, and amend the Bylaws as set forth in Exhibit "B" attached hereto.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Amendment the day and year first above written.

WITNESSES:

[Signature]
Printed Name: Maria Saramillo
[Signature]
Printed Name: MARIA PALACIOS

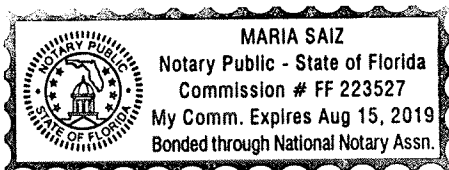
Southern Homes of Estero LLC, a Florida limited liability company

By: Southern Homes Management Corporation, a Florida corporation, its manager

[Signature]
By: _____
Print Name: Gerardo Aguirre
Title: Manager

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 28 day of September, 2017, by Gerardo Aguirre as Manager of Southern Homes Management Corporation, a Florida corporation, as Manager of Southern Homes of Estero, L.L.C, a Florida limited liability company, on behalf of said companies and who is () personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said company.



[Signature]
Notary Public
Print Name: maria saiz
My Commission Expires:

WITNESSES:

[Signature]
Printed Name: Maria Saramillo
[Signature]
Printed Name: MARIA PALACIOS

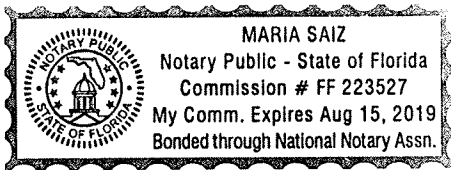
Copper Oaks TV LLC, a Florida limited liability company

By: Southern Homes Management Corporation, a Florida corporation, its manager

[Signature]
By: _____
Print Name: Gerardo Aguirre
Title: MANAGER

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 28 day of September, 2017, by Gerardo Aguirre as Manager of Southern Homes Management Corporation, a Florida corporation, as Manager of Copper Oaks TV, LLC, a Florida limited liability company, on behalf of said companies and who is () personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said company.



[Signature]
Notary Public
Print Name: maria saiz
My Commission Expires:

EXHIBIT "A"

**AMENDMENTS TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS AND RESTRICTIONS FOR COPPER OAKS**

New language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

ARTICLE 1
DEFINITIONS

[Sections 1.1 through 1.14 remain unchanged]

1.15 "Family" shall mean and refer to (i) one natural person; or (ii) a group of two or more natural persons who commonly and regularly reside together as a single housekeeping unit, related to each other by blood, or legally related to each other by marriage or adoption, or (iii) a group of two or more natural persons meeting the requirements of (ii) above, except that there is among them not more than one person who is not so related to who maintain a common household on a Lot some or all of the others.

[Sections 1.16 through 1.47 remain unchanged]

ARTICLE 2
OWNER'S PROPERTY RIGHTS: EASEMENTS

[Sections 2.1 through 2.2 remain unchanged]

2.3 "Declarant". Declarant hereby reserves such non-exclusive easements as are necessary (in Declarant's reasonable discretion) in order to exercise its rights hereunder and otherwise construct, develop and market Real Property. The Real Property shall be subject to any and all such easements ~~deemed necessary~~² by Declarant. Any easement rights created by this Declaration, generally or specified, in favor of Declarant may be assigned by Declarant, partially or otherwise, without consent or joinder of the Association or the Lot Owner(s).

2.3.1 Pursuant to the authority under Section 2.3 above, Lot Owners are granted a non-exclusive 10-foot easement over the boundary line of the adjacent Lots for ingress, egress and access in order to construct, maintain or repair the Lot Owner's Home, including any improvements on the Lot. Any landscape damaged or removed by the Lot Owner utilizing the easement must return the landscaping to its original condition at his or her own cost. The Association shall have the right, but not the obligation, to require a deposit from the Lot Owner making use of the easement to cover any damages to the adjacent Lots. Lot Owners must obtain written approval from the Association, through the ACC, to utilize the easement in order to construct, maintain or repair the Lot Owner's Home, including any improvements on the Lot.

[Sections 2.4 through 2.12 remain unchanged]

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ARTICLE 3
LOTS, UNITS, COMMON PROPERTY, COVENANTS
AND RULES AND REGULATIONS

[Sections 3.1 through 3.3 remains unchanged]

3.4 AUTOMOBILES, COMMERCIAL VEHICLES AND BOATS. Except as provided herein, no commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may be kept overnight on the Property (the "Prohibited Vehicles") unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include; but are not limited to, those (i) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of the same reference to any commercial undertaking or enterprise, or (ii) containing tool racks, saddle racks, or other elements of a commercial nature. No vehicles shall be repaired within any Real Property, except on an emergency basis. No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. Except as provided below, no boat or watercraft shall be stored overnight in the Property, unless totally enclosed in a garage and not visible from the outside. The Association shall have the authority to establish rules and guidelines regarding prohibited vehicles. The Board may adopt rules and regulations regarding the registration of vehicles at Copper Oaks, including the completion of a gatehouse profile for permitted vehicles. Prohibited vehicles or vehicles of a tenant or guest found parking in Copper Oaks without the proper registration are subject to the following at the Association's sole discretion: (a) having that vehicle towed away at the owner's or tenant's expense, and/or (b) having the gatehouse suspend all guest access to Copper Oaks and allow entry to Copper Oaks to only those vehicles that were on the Owner's or tenant's original gatehouse profile (or a one-for-one substitute of a different vehicle for one that was on the original gatehouse profile) until the end of the parking suspension period, after providing the Owner or tenant with the requisite notice and opportunity for hearing as set forth in the Bylaws. Owners, tenants and guests must comply with the Association's assigned entry system.

[Sections 3.5 through 3.26 remain unchanged]

3.27 LEASING OF A UNIT. Units shall not be leased more than twice per year. Units shall not be leased without prior written approval of the Association, subject to leasing guidelines established by the ACC Board of Directors from time to time. Each Lot may only be leased for residential, non-business purposes, to one person or a single household. For purposes of this paragraph, a person includes any legal entity such as a corporation, partnership, limited liability company, trust, or other legal entity but if the person leasing a Lot is not a natural person, the lease must name the primary occupant which shall be either one natural person or a single household. For purposes of this paragraph, a single household means person related by blood, marriage, or adoption or not more than three (3) unrelated persons and their children. All leases shall be in writing. All leases shall provide that the Association shall have the right to terminate the respective lease in the event of a default by a Lot Owner's tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. Notwithstanding the lease of a Lot Owner's Unit or liabilities and obligations of the Lot Owner(s) created hereunder, including the Rules, shall continue unabated.

3.27.1 All leases are subject to the following restrictions and provisions:

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- (A) A Lease Application created by and amended time to time by the Board of Directors must be completed in its entirety with all requested information and submitted to the Board of Directors at least twenty (20) days prior to the beginning of the lease term.
- (B) The Board of Directors has sole authority to approve or disapprove all lease applications.
- (C) After the required notice, all information, and all fees have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves the lease within that time, its failure to act shall be deemed the equivalent of approval, and on demand, the Board shall issue a written letter of approval to the lessee.
- (D) In order to be allowed to lease a home, Owners must be current with all Association fees.
- (E) If an Owner has leased his Unit and the Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the lessee pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Unit have been paid in full to the Association. The lessee must pay the monetary obligations to the Association until the Association releases the lessee or the lessee discontinues tenancy in the Unit. The Association may evict the lessee if the lessee fails to make a required payment to the Association, and the Owner shall be liable for the Association's attorney's fees and costs incurred in the eviction.
- (F) A fully executed copy of the lease between the Owner and tenant must accompany the lease application packet along with any fees established by the Association and the Code of Conduct.
- (G) No lease term may be less than 180 days. If any homeowner is found in noncompliance of this rule, the Association has the right to deny future lease approval requests.
- (H) No Subleasing or assignment of lease rights is allowed by the Owner or tenant.
- (I) No additional tenants are allowed over those listed in the original lease application.
- (J) Owners cannot sub lease "rooms" within their home – the entire home must be leased.
- (K) Any family member of the Owner who is not on the Deed cannot lease the home or any portion thereof.

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(L) All tenants must abide by the Declaration of Restrictions, Covenants and Conditions for Copper Oaks Community Association, Inc. and the Rules and Regulations created by and amended time to time by the Board of Directors.

(M) The Board of Directors may suspend a real estate agent or company from doing business in Copper Oaks for a reasonable period of time for violating leasing procedures. Such suspensions shall only be imposed after the agent or company has been given at least one written warning.

(N) No unaccompanied minor may occupy a Unit.

(O) All Lease Application requirements, application fees, and the Rules and Regulations established by and amended time to time by the Board of Directors are in force and applicable to all rental units.

(P) The Association requires payment of a security deposit to the Association, which security deposit shall cover damage to the Common Area. Handling of the security deposit and claims against the security deposit shall be in accordance with Chapter 83, Florida Statutes.

(Q) There will be reasonable application fees payable to the Association and to the Management Company. Such amounts are to be determined solely by the Board of Directors and amended time to time.

(R) The Board of Directors has the authority to establish late fees if the lease application is not submitted within 20 days in advance of a lease term.

(S) Background checks and application fees are required and must be paid by all tenants.

(T) If the owner is not permanently occupying the residence, anyone occupying the residence will then be considered a tenant and must comply with the rental process.

(U) In addition to approved tenants, no more than two (2) overnight guests may occupy a leased Unit at any time, except that a single family with minor children may exceed this number where occupancy of the Unit does not otherwise exceed two persons per bedroom plus two. The tenant or tenants must submit the names of their guests to the Association through the Management Company and the length of stay in writing. The Association has the right to tow vehicles of any unregistered guests. If the tenants wish to have additional guests over 2, permission must be granted by the Board of Directors however any and all guests over 2 are not permitted to be "overnight guests." Unregistered guests may be denied access to the community.

(V) The lease must be a natural person as opposed to an artificial entity.

(W) If the Lease Application is not approved by the Board of Directors or its delegated

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representative, and a tenant or tenants move into the home, the Association may impose a fine or suspend access to amenities in accordance with the procedures set forth in the Association's Declaration and Florida statutes.

(X) The Board of Directors may disapprove an initial lease application or a lease renewal application for good cause, including but not limited to:

(i) Violations of the Declaration of Restrictions, Covenants and Conditions for Copper Oaks Community Association, Inc. and the Rules and Regulations created by and amended time to time by the Board of Directors.

(ii) The owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his Unit.

(iii) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, entering into leases without prior Association approval, being a disruptive force against the Association by not following Association rules, procedures, regulations.

(iv) The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the property.

(v) The prospective lessee or any proposed occupants has a pending case or has been convicted of, or pled nolo or guilty to, a felony or misdemeanor involving violence to persons or property or pets, or is a registered as a sexual predator and/or offender, or a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or a felony that occurred less than ten (10) years ago, or a misdemeanor that occurred within in the last two (2) years.

(vi) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.

(vii) The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.

(viii) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.

(ix) The prospective lessee or any proposed occupants have given false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid.

(x) The owner fails to give proper notice to the Board of Directors of his intention to lease his Unit.

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(Y) Unapproved Leases. Any lease of a Unit that has not been approved by the Board of Directors may, at the option of the Board of Directors, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the owner.

Notwithstanding anything to the contrary, the restrictions and provisions set forth in this Section 3.27.1 shall not apply to any Unit owned by the Declarant, its successors or assigns. The intent is that this Section 3.27.1 is effective upon the transfer of a Unit from the Declarant to an initial purchaser and all restrictions and provisions set forth in Section 3.27.1 shall apply and be binding upon all subsequent owners.

[Sections 3.28 through 3.32 remain unchanged]

3.33 NUISANCE. No Lot Owner(s) shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant odors, or (iv) any other nuisance or annoyance by himself, his family, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts, or conveniences of any Lot Owner(s) or employees or vendors of the Association. Any ultra-hazardous activity permitted or undertaken by any Lot Owner(s) within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board. The Association has the right to bring legal action for the ejectment or eviction of any person that violates this Section 3.33 without securing such consent for such ejectment or eviction from the Lot Owner.

3.34 OFF-STREET PARKING. No overnight parking on the streets, nor encroaching on sidewalks or swale areas, shall be permitted, except as may be amended or consented to in writing by the Board. All vehicles parked overnight in approved areas must have barcodes or a twenty-four (24) hour parking pass. No vehicles, boats, trailers, golf carts, or motorized bikes shall be allowed to park on any front, side or rear yard at any time. All vehicles, golf carts and motorized bicycles must be parked ~~in~~ on the portion of the driveway between the garage and sidewalk or in the enclosed garage of each home. No vehicle, golf cart or motorized bicycle may be parked perpendicular to the street on the curb side of the sidewalk, nor may a vehicle, golf cart or motorized bicycle block the sidewalk in any way. If an Owner chooses to store items other than a vehicle in his or her garage, he or she will be limited in the number of vehicles that can be stored on Copper Oaks property. The Association shall maintain a contract with a towing company for towing services if a violation occurs. The Association reserves the right at its discretion to tow away any vehicle, at the owner's expense, if improperly parked within the development.

[Sections 3.35 through 3.52 remain unchanged]

3.53 TRANSFERS OF OWNERSHIP OF LOTS. In order to foster a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Lot by an owner shall be subject to the following restrictions, which each owner covenants to observe:

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3.53.1 Forms of Ownership.

(A) One owner. A Lot may be owned by one natural person who has been approved as provided herein

(B) Co-ownership. Co-ownership of Lots is permitted. However, if the proposed co-owners are other than husband and wife, the Board shall condition its approval upon designation of one of the approved co-owners as "primary occupant," and the use of the Lot by other persons shall be as though the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 11.

(C) Ownership by Corporations or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. The approval of a Director, or corporation or other entity as an owner shall be conditioned upon designation of one natural person to be the "primary occupant", and the use of the Lot by other persons shall be as though the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 3.53. No more than one such change will be approved in any twelve-month period.

(D) Life Estate. A Lot may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

3.53.2 Transfers.

(A) Sale or Gift. No owner may effectively convey title to a Lot or any interest therein by sale or gift without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any owner acquires his title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the decedent's lawful spouse or related to the owner by blood or adoption with the first

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degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, his right to occupy the Lot shall be subject to the approval of the Association under the procedure outlined in Section 3.53.3 below.

3.53.3 Procedures.

(A) Notice to Association

(i) Sale or gift. An owner intending to make a sale or gift of his Lot or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name, and address of the proposed purchaser or donee and such other information as the Board may reasonably require.

(ii) Devise, Inheritance, Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Lot following the procedures provided in this Declaration.

(iii) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Board Action; Approval. Within twenty (20) days of receipt of the required notice and all information requested, but not later than sixty (60) days after receipt of the notice, whichever occurs first, the Board must approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee or the closing agent if the Board neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval.

(C) Disapproval. The Board may disapprove a transfer of ownership only if a majority of the whole Board so votes, after receiving a written opinion of counsel that such disapproval is for a good cause. Only the following shall be deemed to constitute good cause:

(i) The person seeking approval has been convicted of a felony involving violence to person or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

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(ii) The person seeking approval has a record of financial irresponsibility, including without limitation, prior bankruptcies foreclosures or bad debts;

(iii) The application for approval on its face gives the Board reasonable cause to believe that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents;

(iv) The person seeking approval has a history of disruptive behavior or an attitude of disregard for the Governing Documents or the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, owner or occupant of a Unit; or

(v) The person seeking approval failed to provide the information or fees required to process the application in a timely manner, or provided false information, or concluded the transaction without obtaining approval.

3.53.4 The provisions of Sections 3.53.2 and 3.53.3 do not require Association approval of the acquisition of title by any acquirer who acquires title through an institutional mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee.

3.53.5 Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void or voidable unless subsequently approved by the Board.

3.53.6 Whenever herein the Board's approval is required to allow the sale, lease, or other transfer of an interest in a Unit, the Association may charge the Owner a preset fee for processing the approval, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

3.53.7 Notwithstanding anything to the contrary, this Section 3.53 does not apply to transfers from the Declarant, its successors or assigns, to an initial purchaser.

ARTICLE 8
COVENANT FOR ASSESSMENTS

[Sections 8.1 through 8.6 remain unchanged]

8.7 INDIVIDUAL ASSESSMENTS. Any maintenance, repair, or replacement within the Real Property arising out of or caused by the willful or negligent act of a Lot Owner(s), including the Lot Owner's family, tenants, guests or invitees, shall be effected at the Lot Owner's expense and an Individual Assessment therefore shall be made against the Owner's respective Lot, to the extent proceeds of insurance are not collected with respect to such loss. Additionally, any fine imposed by the Board in accordance with the Bylaws or other expense of the Association incurred as a result of any Lot Owner's failure to comply with the provisions of this Declaration, the Articles, Bylaws, or Rules, shall

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be charged to such Lot Owner(s) and the Lot Owner's respective Lot as an Individual Assessment. Further, any attorney's fees and costs incurred by the Association to defend any legal action to which the Association was joined, or has an interest, shall be charged as an Individual Assessment to such Lot Owner whose actions caused the legal action and said Lot Owner's respective Lot.

[Sections 8.8 through 8.9 remain unchanged]

8.10 OBLIGATIONS FOR ASSESSMENTS. Each Lot Owner(s), by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is deemed to covenant and agree, to pay the Association including: (a) annual Common Assessments for Common Expenses; (b) individual Assessments; and (c) Special Assessments, all of which are hereinafter collectively described as the "Assessments". All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Lot Owner(s) thereof for its respective Assessments shall commence the day on which title to the Lot is conveyed to Declarant or to Declarant's first purchaser thereof (in accordance with Declarant's contractual obligation with the Project's Declarant) and shall be prorated from such date.

All Assessments, together with interest, costs, late charges, and reasonable attorney's fees ~~for the incidental to collection thereof~~ including, without limitation, the costs to defend any legal action to which the Association was joined or has an interest, shall be a charge of each Lot (except or Declarant-owned Lots) and shall be a continuing lien thereon as more particularly described hereof. Each Assessment, together with interest, costs, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. Subject to the provisions of this Declarant protecting Institutional Mortgage, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Lot Owner(s) and the successors in title to such Lot Owner(s).

[Sections 8.11 through 8.13 remain unchanged]

ARTICLE 9
COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

[Sections 9.1 through 9.5 remains unchanged]

9.6 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereinafter imposed on the Lot by the Association (the "Assessment Lien"). The Assessment Lien shall relate back to and be effective from the date of recording the Original Declaration, and shall include all costs of collection, including reasonable attorneys' and legal assistants' fees and costs ~~incurred at all tribunal levels incidental to the collection of Assessments,~~ as well as late charges and interest as herein provided, and any other amounts due to the Association. Any installment of a Common Assessment, individual Assessment, Resale Capital Assessment, or Special Assessment not paid within the time periods as provided hereof, shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or not greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made. If any installment of an Assessment is not paid when due, as extended by grace periods provided hereunder, the Lot Owner(s)

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responsible therefore may be required further by the Board to pay a late charge equal to the maximum amount allowed by law. The Association may bring an action at law against the Lot Owner(s) personally obligated to pay the same, or foreclose its Assessment Lien against the Lot of such Lot Owner(s), or both. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his/her Lot. If any installment of a Common Assessment is not paid when due, as extended by grace periods provided hereunder, the Board may mail an accelerations notice to the Lot Owner(s) and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Lot Owner(s), by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year. If the delinquent installment(s) of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable upon written notice of such election by the Association, which may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any payments made to the Association by any Lot Owner(s) shall be applied or be disbursed by the Association, in order, for (i) any sums advanced and paid by the Association for taxes and payment of account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its Assessment Lien; (ii) reasonable attorney's fees and costs incurred by the Association incidental to the collection of assessments and other amounts including, without limitation, the costs to defend any legal action to which the Association was joined or has an interest, and other monies owed to the Association by the Lot Owner(s) for the enforcement of its Assessment Lien; (iii) interest on any Assessment or other monies due to the Association, as provided herein; and (iv) any unpaid Assessments owed to the Association with application to the oldest Assessment first.

[Sections 9.7 through 9.16 remains unchanged]

EXHIBIT "B"

**AMENDMENTS TO THE BYLAWS OF COPPER OAKS HOMEOWNERS'
ASSOCIATION, INC.**

New language indicated by underlining.
Deleted language indicated by hyphens.

ARTICLE XII – RULES AND REGULATIONS

[Section 1 through 7 remain unchanged]

Section 8. **Suspension of Privileges: Fines.** The Board of Directors may levy reasonable fines against any Unit Owner, or suspend the use rights of, any Unit Owner's tenant, guest, or invitee for the failure of the Unit Owner, occupant, licensee or invitee to comply with the provisions of the Governing Documents. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed Two Hundred and Fifty and No/100 Dollars (\$250.00) per day per violation, or \$2,500 in the aggregate for continuing violations. Fines may be levied by the Board's representative according to a preapproved schedule of fines subject to the notice and hearing rights set forth below. Fines can be secured by a lien against a Lot only as permitted by the Act. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party as determined by the court. ~~In the event of an alleged violation of the Declaration, the Articles, the Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Lot Owners in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Unit Owner and his/her family, guests and tenant's rights to the use of the Common Properties (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Unit Owner. Any such suspension shall be for a period of not more than thirty (30) days for any non continuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$1,000.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. No fine under this section shall be assessable for delinquent assessments. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above herein and otherwise provided by these Bylaws or by the law shall be cumulative and none shall be exclusive. However, any individual Unit Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Unit Owner may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the association to suspend voting rights, to impose interest charges, accelerate assessment payments, or to otherwise enforce the payment of assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this paragraph or require the notice and hearing provided for herein. The procedure for imposing fines shall be as follows:~~

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(A) Notice: The party against whom the fine or suspension is sought to be levied shall be afforded an opportunity for hearing before a Committee of at least three Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated;
- (3) A short and plain statement of the facts giving rise to the alleged violation(s); and
- (4) The possible amount of any proposed fine.

(B) Hearing: At the hearing, the party against whom the fine may be levied or suspension imposed shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The Unit Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest. If the Committee, by majority vote, does not approve the fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

(C) Exceptions to Hearing and Notice Requirements. The notice and hearing requirements of this Section 8.1 do not apply to the imposition of suspensions or fines against a Unit Owner or Occupant because of failing to pay any fee, fine or other monetary obligation due the Association. If such a fine or suspension is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Units Occupant, licensee or invitee by mail or hand delivery.

~~Section 9. **Written Complaint.** A hearing to determine whether a right or privilege of an Unit Owner or any of his/her family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written complaint by any Unit Owner or by any officer or Director with the President or Secretary of the Association. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.~~

~~Section 10. **Discovery.** After initiation of a proceeding in which the Respondent is entitled~~

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~~to a hearing, the Respondent and the individual filing of the complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the complaint or within ten (10) days after service of any amended or supplemental complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigate reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise confidential or protected as work product.~~

~~Section 11. — **Tribunal.** — The President shall appoint Tribunal of three Unit Owners upon receipt of a written complaint. No member of the Tribunal shall be a director of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the President should make a good faith effort to avoid appointing any Unit Owners who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the President shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Unit Owner to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing.~~

~~Section 12. — **Notice of Hearing.** — The Tribunal shall serve a notice of hearing as provided herein, on all parties at least ten (10) days prior to the hearing.~~

~~Section 13. — **Hearings.**~~

~~(a) — Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdrawal prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal. Each party shall the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issued even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.~~

~~(b) — Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.~~

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(c) ~~—The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.~~

(d) ~~—Neither the accusing Unit Owner nor the allegedly defaulting Unit Owner must be in attendance at the hearing. The hearing shall be open to attendance by all Unit Owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.~~

Section 14. ~~**Decision.**—The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Properties, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations s of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.~~