

Prepared by and returned to:

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CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
DAVIS WOODS CONDOMINIUM**

**AMENDED AND RESTATED
BYLAWS
DAVIS WOODS CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium of Davis Woods Condominium were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 4th day of November 2020, which was lawfully adjourned to the 3rd day of December 2020. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at O.R. Book 1580, Page 83 *et seq.*, of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 3254, Pages 1227 *et seq.*, of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment No. 1: Article 2, Article 10.1, Article 10.2, Article 10.8, Article 10.10 (NEW), and Article 10.11 (NEW), Amended and Restated Declaration of Condominium

2. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

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(Article 2.1 through Article 2.6 Remain Unchanged)

2.7 **“Family” or “Single Family”** means any one of the following:

(A) One natural person, his spouse, if any, and his or their parent, grandparent, child, grandchild, or sibling (related by blood, marriage or adoption), who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

(B) ~~Two or~~ Not more than two (2) natural persons not meeting the requirement of Article 2.7(A) above, who commonly do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others with the intention of living within the bonds of family.

(C) ~~Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others~~ The reference to “natural” is intended to distinguish between an individual and a corporation or other artificial entity. A “Family member” is a Person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

(Current Article 2.8 Remains Unchanged)

2.9 “Fractional Ownership” or “Unit Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, families, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, or others, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

~~2.9~~ **2.10 “Guest”** means any person (other than the ~~unit owner and his family~~ Unit Owner, Tenant, or a member of the Unit Owner’s or Tenant’s Family) who is physically present in, or occupies ~~any unit~~ the Condominium Property on a temporary basis at the expressed or implied invitation of the ~~unit owner~~ Unit Owner or other ~~legally permitted occupant~~ Occupant, without the payment or existence of consideration.

(Current Article 2.10 Renumbered Accordingly, but Otherwise Remains Unchanged)

2.12 “Invitee” or “Licensee” means a Person or Persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with or providing services to a Unit or a Unit’s Occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

~~2.11~~ **2.13 “Lease”** when used in the context of the renting of Units, means the grant by a ~~unit owner~~ Unit Owner of a temporary right of use of the ~~owner’s unit~~ Owner’s Unit for valuable

consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where Persons other than the Unit Owner are permitted to occupy the Unit for the payment of consideration to any party. Any Person who qualifies as a Tenant as described in Article 2.21 shall be deemed to be leasing a Unit.

(Current Article 2.12 Renumbered Accordingly, but Otherwise Remains Unchanged)

~~2.13~~ 2.15 “Occupant” when used in connection with a unit Unit, means a person who is physically present in a unit Unit on for two (2) or more consecutive days, including staying overnight for one (1) night.

2.16 “Occupy” when used in connection with a Unit, means the act of staying overnight in a unit the Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

2.17 “Person” means any individual or representative of an entity, including Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Unit with which such Person is affiliated is responsible for ensuring such Person’s compliance with the Condominium Documents.

2.18 “Primary Occupant” means one (1) or more natural person(s) designated for occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who are not spouses, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term “Owner” includes “Primary Occupant.”

2.19 “Resident” means any Person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit.

(Article 2.14 Renumbered Accordingly, but Otherwise Remains Unchanged)

2.21 “Tenant” or “Lessee” means a Person occupying a Unit, other than the Owner where said occupancy by the non-Owner involves consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Unit as an employee or customer rewards or incentive, or a charity auction or similar prize. The term “Tenant” shall be used interchangeably with “Lessee.”

2.22 “Unit” means a part of the Condominium Property subject to exclusive ownership.

2.23 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs, or requires that a “Unit Owner” take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in

required conduct, the term Unit Owner is deemed to include, unless the context specifically suggests otherwise, the Unit Owner's Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the Family members of such Person, as well as employees or agents of such Persons.

(Current Article 2.15 Renumbered Accordingly, but Otherwise Remains Unchanged)

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10. USE RESTRICTIONS. The use of the units and the common elements shall be in accordance with the following provisions, so long as the Condominium exists:

10.1 Units. Each ~~unit~~ Unit shall at any time be ~~occupied~~ Occupied by only one ~~family, its servants~~ Family and ~~guests~~ its Guests, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any ~~unit~~ Unit, nor may the name of the condominium or the address of any be publicly advertised as the location of any business. If the Association conducts an on-site rental program, the use of a ~~unit~~ Unit as a public lodging establishment or within the Association's rental program shall not be deemed a business or commercial use. Additionally, the Association shall be expressly permitted to conduct an on-site rental program within any ~~unit~~ Unit and within the ~~common elements~~ Common Elements. This restriction shall further not be construed to prohibit any ~~owner~~ Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his ~~unit~~ Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his ~~unit~~ Unit. Such uses are expressly declared customarily incident to residential use. This Article 10.1 is, however, intended to prohibit commercial or business activity by a ~~unit owner~~ Unit Owner which would unreasonably disrupt the residential ambiance of the ~~building~~ Condominium, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

10.2 Age. There is no restriction on the age of ~~occupants~~ Occupants of ~~units~~ Units. ~~All occupants under eighteen (18) years of age must be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents.~~

(Article 10.3 through Article 10.7 Remain Unchanged)

10.8 Occupancy Restrictions. At no time shall any two-bedroom ~~unit~~ Unit be ~~occupied~~ Occupied by more than six (6) individuals, nor shall any one (1) bedroom ~~unit~~ Unit be ~~occupied~~ Occupied by more than four (4) individuals ~~for a duration greater than fourteen (14) days in a six (6) month period.~~

(Article 10.9 Remains Unchanged)

10.10 Guest Occupancy. Use or visitation without consideration (payment or other legal consideration) distinguishes a Guest usage from a tenancy. Any Person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not

be considered a Guest, and shall be considered a Tenant subject to the approval requirements of Article 11 of this Declaration. There are various types of Guest uses, which are regulated as follows:

(A) Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective families) are permitted to have non-overnight Guests, provided that same does not create a nuisance or annoyance to other Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and Persons who have been convicted of or pled no contest to a felony, including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses. Non-overnight Guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight Guests are permitted to use the Association facilities only when accompanied by the Unit Owner or Tenant, unless otherwise approved by the Board. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including, but not limited to, the maximum numbers of Guests who may use common facilities.

(B) Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement for registration of overnight Guests with the Association when the Unit Owner or Tenant is simultaneously occupying the Unit, but may be subject to access control protocols or procedures used generally, if any. The Association may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and Persons who have been convicted of or pled no contest to a felony, including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses.

(C) Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including, but not limited to, the pool and parking areas).

(D) Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium. The Association may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and Persons who have been convicted of or pled no contest to a felony,

including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses.

(1) Non-Related Overnight Guests in the absence of the Unit Owner will be limited to two (2) occupancies per calendar year (cumulative as to all Guests and all occupancies by non-related Guests in the absence of the Owner). The limitation on the number of Persons who can occupy a Unit in Article 10.8 applies. Ten (10) days prior notice to the Association is required.

(2) Related Overnight Guests may occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, “related” means at least one (1) adult who is occupying the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or Primary Occupant (by blood, marriage, or adoption) to the following degree: spouse, parent, grandparent, child, grandchild, or sibling. The limitation on the number of Persons who can occupy a Unit in Article 10.8 applies. Ten (10) days prior notice to the Association is required.

(E) Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from entering the Condominium Property if the Board finds that such Person has engaged in a serious violation of the Condominium Documents or applicable law upon the Condominium Property, or has engaged in systematic violations of the Condominium Documents or applicable law upon the Condominium Property. Prior to the imposition of such suspension or ban, the Owner of a Unit shall be given at least fourteen (14) days’ notice of an opportunity before a hearing before the Board to show cause why the suspension or ban should not be imposed. The decision of the Board is final and shall not be subject to any requirement for a hearing before any type of Committee. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as Guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 16 are not being violated.

10.11 Ownership and Use Restrictions. In order to maintain a community of congenial Unit Owners who are financially responsible, and to promote a residential and non-transient Condominium, and thus protect the value of the Units, the use and transfer of Units by any Owner is subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

(A) Forms of Ownership.

(1) Ownership by Individuals. A Unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(2) Co-Ownership. Co-ownership of Units by individual is permitted. If the co-owners are other than spouses, the Board shall condition its approval upon the designation of one (1) approved natural person as “Primary Occupant.” Two (2) Persons may, upon request, be each

designated as "Primary Occupants" so long as such Persons are spouses. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The use of the Unit by other Persons shall be as if the Primary Occupant was the only actual Owner. No more than one (1) change in Primary Occupant designation will be approved in any twelve (12) month period, except in the case of the death of the Primary Occupant or bona fide sale of the Unit to a third party. Any new Primary Occupant shall be subject to review and approval by the Association in the same manner as a transfer of title. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

(3) Ownership by Corporations, Partnerships, Limited Liability Companies, or Other Artificial Entities. A Unit may be owned by a corporation, partnership, limited liability company, or other entity which is not a natural person, if approved in the manner provided elsewhere in this Declaration. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals, or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, corporation, limited liability company, or other artificial entity as a Unit Owner is conditioned upon designation by the Owner of one (1) natural person to be the "Primary Occupant." The Board may, upon request, designate two (2) Primary Occupants for spouses. As a condition of approval of a transfer of title to an artificial entity, the Board may require a personal guarantee for the payment of all Assessments, Charges, and other monetary obligations (including, but not limited to, use fees and fines) and for the liabilities affiliated with compliance with the Condominium Documents, including, but not limited to, damages and awards of prevailing party attorneys' fees. The use of the Unit by other Persons shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant shall be the Person entitled to vote on behalf of the Unit, exercise rights of membership, and discharge the responsibilities incident thereto. No more than one (1) change in designation of Primary Occupant will be approved in any twelve (12) month period, except in the case of the death of the Primary Occupant or bona fide transfer of title to a third party. Any new Primary Occupant shall be subject to review and approval by the Association in the same manner as a transfer of title.

(4) Trusts. Units owed by a Person or entity acting as Trustee shall be required to designate a Primary Occupant in the manner set forth above in the event any Person other than the trustee (or co-trustees if spouses), is the person who Occupies the Unit and exercises all rights and assumes all duties of membership in the Association.

(5) Designation of Primary Occupants for Existing Unit Owners. All Unit Owners who would have been required to designate a Primary Occupant in connection with acquisition of a Unit as set forth in Articles 10.11(2)-(4) above shall be required to designate a Primary Occupant (or two, if desired, in the case of spouses) within thirty (30) days from the

effective date of this provision (recordation in the Public Records of Lee County, Florida). Only such Persons so designated shall have the right to Occupy the Unit and all other Occupants must be approved Tenants, or Guests, subject to the approval and notice requirements and the limits regarding such occupancies as set forth elsewhere in this Declaration.

Amendment No. 2: Article 2, Article 3.7, Article 5.8, and Article 7, Amended and Restated Bylaws

2. MEMBERS MEETINGS; VOTING.

2.1 “Annual Meeting”. The annual meeting of the members shall be held ~~on the third Monday~~ in March, in Lee County, Florida, ~~or~~ at a place, on a date and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. At the time of the annual meeting all ballots cast in the annual election of Directors shall be counted and the election results announced.

2.2 Special Members’ Meetings. Special members meetings must be held whenever called by the President or by a majority of the Board of Directors. Special meetings may also be called by members having at least ten percent (10%) of the ~~votes~~ voting interests of the entire membership, provided that the notice of the meeting is signed by all the members calling the meeting. Business at any special meeting shall be limited to the items specified in the notice of meeting.

2.3 Notice of Meetings. Notice of all members meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the most recent address which appears on the books of the Association, or may be furnished by personal delivery, or may on written request, be electronically transmitted to an Owner. Notice shall also be posted in a conspicuous place on the Condominium Property at least forty-eight (48) continuous hours prior to the meeting. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

2.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting together with an agenda, shall be posted in conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda of the annual meeting shall also be sent by first class mail to each owner fourteen (14) days prior to the meeting, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may be posted on the website, may be delivered in person to any unit owner, instead of by mail, or may on written request be electronically transmitted to an Owner if a written waiver of mailing is obtained.

2.5 Quorum. A quorum at a members meeting is attained by the presence, either in person or by proxy, of persons entitled to cast at least a ~~majority~~ 40% of the ~~votes~~ voting interests

of the entire membership. Once a quorum has been attained, the subsequent withdrawal of members from a meeting does not affect the existence of a quorum for the remainder of the meeting.

(Article 2.6 Remains Unchanged)

2.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments for proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it is 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 unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to received by the Secretary, other officer of the Association or a designated representative of the Association, by the appointed time of the meeting. ~~or the adjournment thereof.~~ Holders of proxies must be members or spouses of members. No proxy shall be valid if it names more than one 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.

(Remainder of Article 2 Remains Unchanged)

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3. 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 of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

(Article 3.1 through Article 3.6 Remain Unchanged)

3.7 Other Meetings. Meetings of the board shall be held each month when possible at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Board members can also participate in board meetings by telephone, real time videoconferencing, or similar real time electronic or video communication and shall be counted toward a quorum and vote as if physically present. Notice of meetings shall be given to each Director personally or by mail, telephone or telegram at least two (2) days prior to the day of such meeting.

(Remainder of Article 3 Remains Unchanged)

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5. **FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following:

(Article 5.1 through Article 5.7 Remain Unchanged)

5.8 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, no later than ~~sixty (60)~~ ninety (90) days after the close of each fiscal year, the ~~Board shall distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts~~ Association must have completed the required yearend financial report. Within twenty-one (21) days after the financial report is completed but not later than one hundred twenty (120) days after the end of the fiscal year the Association must mail or hand deliver a copy of the financial report or a notice that the report is available upon written request, to each owner.

(Remainder of Article 5 Remains Unchanged)

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7. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration of Condominium Law, the following shall apply. Voluntary correction of a violation by the violator is the desired solution.

7.1 Fines. ~~The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents, or the rules and regulations, or who condone such violations by their family members, guests, lessees and/or agents. Fines shall be in the amounts deemed by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:~~

~~(A) — Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written 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, By Law or rules which that are alleged to have been violated.~~

~~(3) — A short and plain statement of the specific facts giving rise to the alleged violation s); and~~

~~(4) — The possible amounts of an imposed fine.~~

~~(B) — Hearing: At the hearing the party sought to be fined shall have reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the~~

~~Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the board, none of whom may then be serving as Directors. If the panel, by majority vote does not agree with the fine, it may not be levied.~~

The Directors may, pursuant to the Act, impose fines not to exceed the maximum permissible by law (currently \$100.00 per violation and \$1,000.00 for ongoing violations), and/or suspend the right to use Common Elements, common facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

(A) A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board, and subject to the confirmation or rejection of the independent committee specified in Article 7.1(C).

(B) The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days.

(C) The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), has an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and has an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee appointed by the Board, who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee does not approve the proposed fine and/or suspension, the fine and/or suspension may not be imposed. Should the Association be required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine or enforce said suspension shall be entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. The Unit Owner is jointly and severally liable for the payment of fines imposed against and/or enforcement of suspensions imposed upon Residents, Occupants, Tenants, Guests, Licensees, Invitees, or any Family members of the relevant Unit.

(Remainder of Article 7 Remains Unchanged)
