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WCP

Prepared by & Return to:
Gary N. Strohauer, P.A.
BAXTER & STROHAUER, P.A.
1150 Cleveland Street, #300
Clearwater, FL 34615

BY-LAWS OF
COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit under
the Laws of the State of Florida)

I. IDENTITY

1. These are the By-Laws of the Copper Ridge/Brandon Homeowners' Association, Inc., a corporation not-for-profit, under the laws of the State of Florida, hereinafter called "Association". The Association has been organized to promote cooperation among lot owners and property owners in Copper Ridge and generally to provide for the mutual assistance, welfare and improvement of all such persons. The purposes of the Association are more particularly set forth in Item 2, Section 2.01 of the Articles of Incorporation of the Association which was filed of record in the Office of the Secretary of State of the State of Florida, on June 18, 1996.

In the event of any inconsistency between the provisions contained herein and the provisions contained in the Articles of Incorporation of this corporation, the terms and conditions provided in the Articles of Incorporation shall take precedence over the terms and provisions of these By-Laws and said Articles of Incorporation shall control.

2. The office of the Association shall initially be at State Road 54 at Scarborough Drive, Wesley Chapel, Florida 33543 or at such other place as the Board of Directors may determine from time to time.

3. The fiscal year of the Association shall be the calendar year.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit"; and "1996", the year of incorporation. An impression of such seal is affixed to the right hand margin of this first page of the By-Laws.

5. These By-Laws are adopted pursuant to Item 12, Section 12.01 of the Articles of Incorporation ("Articles") of Copper Ridge/Brandon Homeowners' Association, Inc., filed of record in the Office of the Secretary of State of the State of Florida on June 18, 1996, and are subject to the provisions of the Declaration ("Declaration") of Covenants, Conditions and Restrictions made on June 11, 1996, by Scarborough-Sembler Joint Venture, and filed on

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96201172

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

June 14, 1996, in Official Record Book 8182, Pages 1522 through 1554, inclusive, of the Public Records of Hillsborough County, Florida.

II. DEFINITIONS

The following words when used in these By-Laws (unless the context shall prohibit) shall have the following meanings:

1. "Property" shall mean and refer to all existing properties and additions thereto, as are subject to the Declaration and any Supplemental Declaration under the provisions of Article II of the Declaration, and may sometimes be referred to as Copper Ridge.

2. "Association" shall mean and refer to the Copper Ridge/Brandon Homeowners' Association, Inc., its successors and assigns.

3. "Dwelling Unit" shall mean and refer to all private residential living units constructed on a Lot within Copper Ridge and may sometimes be referred to as "Dwelling" or "Unit".

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any residential dwelling unit or Lot or commercial property situated within Copper Ridge, but shall not include a mortgagee.

5. "Declarant" shall mean and refer to Scarborough-Sembler Joint Venture, its agents, successors and assigns, or such other construction company that undertakes to develop real estate in Copper Ridge under an agreement with the owners of the land. The Declarant may sometimes be called or referred to as "Developer".

6. "Member" shall mean and refer to members of the Copper Ridge/Brandon Homeowners' Association, Inc.

7. "General Plan of Development" shall mean and refer to either the final plan or record plat for a particular area(s) of Copper Ridge.

8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property for the construction of a residence or commercial structure, with the exception of the Common Area(s), together with all improvements situated thereon from time to time.

9. "Board of Directors" when referred to herein shall mean the Board of Directors of Copper Ridge/Brandon Homeowners' Association, Inc., which is more particularly described in Item 11, Section 11.01, inclusive, of the Articles of Incorporation.

10. "Committee" when referred to in these By-Laws shall mean the Architectural Control Committee provided for in Article VI of the Declaration.

11. "Common Area" shall mean all real property, including improvements thereto, owned or areas of easement held in favor of the Association or administered to by the Association for the common use and enjoyment of the Members of the Association. The Common Areas may include parking areas, landscaped areas outside the lots, swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, or holding areas contained in the Property. Common Area(s) may sometimes be called or referred to as "Community Property".

12. "Developer" shall mean Scarborough-Sembler Joint Venture, or other third party responsible for the subdivision and improvement of the land.

13. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Copper Ridge/Brandon Homeowners' Association., Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

14. "Residence" shall mean and refer to a private family dwelling located upon a Lot.

15. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Copper Ridge as are more fully identified in Item I(5) hereof.

16. All other terms defined in these By-Laws shall have the same meaning when used herein.

III. MEMBERSHIP

1. Every person or entity who is the owner of record of a fee interest in any Lot or who is purchasing one or more Lots under a contract or purchase agreement within Copper Ridge shall be eligible to be a member of the Association, subject to and bound by the Certificate, these By-Laws, Rules and Regulations adopted by the Board of Directors and the Declaration. For this purpose, ownership of a Dwelling unit under any unit ownership arrangement or agreement shall be deemed ownership of a Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots

under contract or agreement of purchase, the membership to such Lot(s) shall be joint and the right of such membership (including voting power arising therefrom) shall be exercised only as stipulated in Paragraph 2 of this Item III. (See Article III, Section 1 of the Declaration.)

2. During any period in which a Member shall be in default in payment of any annual, special or periodic assessment levied by the Association, the voting rights and right to the use of the common areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any Rules or Regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a Committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time and place and date of hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive (see Article III, Section 1 of the Declaration).

3. No membership fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due, the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws or as the Members of the Association may from time to time hereafter adopt (see Article III, Section 1 of the Declaration).

IV. VOTING

1. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes with respect the voting rights:

A. Class A. Class A members shall be all owners with the exception of Declarant. Residential owners shall be entitled to one (1) vote per each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote(s) for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership as provided in Section 1 of this paragraph III above. The Class B membership shall cease upon the earlier of the following events occurring: (i) 75% of the Dwelling Units

have been conveyed to unit owners other than the Declarant, or (ii) four years following conveyance of the first Dwelling Unit to a Unit Owner other than the Declarant in a single phase development or eight years following such conveyance in an expandable project.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid (see Article III, Section 1.2, of the Declaration).

3. The voting on all matters shall be by written ballot. When officers or directors are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail (see Article III, Section 2.3, of the Declaration).

V. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. Annual Meetings. The first annual meeting of the Members shall be held after all improvements and dwellings to be built by the Declarant on the Property and any additions thereto have been completed and conveyed to third parties, or at such earlier date as Declarant may establish in a written notice to the membership in compliance with Paragraph IV above. Each subsequent regular annual meeting of the Members shall be held on a date and at a time established by the Board of Directors. Meetings of the Membership shall be held in Hillsborough County, Florida, at such place as may be specified in the notice of meeting for the purpose of electing Directors. The Board of Directors shall always use its best efforts to provide a meeting place as near to Copper Ridge as practical.

2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the majority of the Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the combined votes of both classes of the entire membership.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least Twenty (20) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the records of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. At meetings of the Membership, the President shall preside, or in his absence, the Vice President shall preside, or in

the absence of both, the membership shall elect a Chairman.

5. The order of business at annual Members' Meetings, and as far as practical, at all other Members' Meetings, shall be as follows:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of the Minutes.
- (d) Reports of Officers.
- (e) Reports of the Committees.
- (f) Appointment by Chairman of Inspectors of Election.
- (g) Election of Directors.
- (h) Unfinished Business.
- (i) New Business.

6. Quorum. The presence at a meeting of Members entitled to cast or of proxies entitled to cast one-tenth of the votes of each Class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies must comply with the requirements, if any, of Florida law and shall be in writing and be filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

VI. DIRECTORS

1. The initial Board of Directors shall consist of three (3) persons. As long as Class B membership exists, the Board of Directors shall consist of not less than three (3) nor more than five (5) directors as the members shall determine. When the Class B membership is terminated as provided in Article III, Section 2, paragraph 1 of the Declaration of Covenants and Restrictions, the affairs of this Association shall be managed by a Board of five (5) Directors.

2. Election of Directors shall be conducted in the following manner:

(a) Directors shall serve for one (1) year terms and shall be elected each year at the annual meeting of members.

(b) A nominating committee of not less than three (3) Members may be appointed by the Directors not less than sixty (60) days prior to the initial annual meeting of the Members, and not less than ninety (90) days prior to the subsequent annual member meeting. The committee shall nominate one (1) candidate for each position to be filled. Other nominations may be made from the floor, whether or not a nominating committee is appointed.

(c) The election shall be by written ballot as provided in Article III, Section 2.3, of the Declaration, and those candidates receiving the greatest number of the combined total votes appurtenant to Class A and Class B Lots shall be elected. When there is only one (1) nominee or candidate for a Director vacancy, the Chairman may declare that such nominee to candidate has been elected by general consent or "acclamation". There shall be no cumulative voting.

(d) Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, except those vacancies provided or brought about by the removal of Directors by Membership. The Director selected by the remaining Directors to fill such vacancy shall serve out the unexpired term of office of the departing Director. A Director who misses four (4) consecutive regular meetings shall be deemed to have resigned and such Director's position shall be vacant.

(e) Any Director may be removed by concurrence of a majority of the combined total votes appurtenant to Class A and Class B Lots present at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting. The term of office of such Director elected by the Members shall expire simultaneously with the terms of office of the incumbent Directors who are similarly classified.

3. The organizational meeting of the Board of Directors that are newly elected at the first meeting of the Members, and of each Board that is newly elected at the annual meeting of the Members thereafter, shall be held within ten (10) days of their election and at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of an organizational meeting shall be necessary.

4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall

be given to each Director in writing personally or by mail, or telegraph, at least ten (10) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of the majority of the Directors. Not less than five (5) days' notice of the meeting shall be given to each Director in writing, personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

7. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors may be required by Certificate, the Declaration or these By-Laws.

8. If, at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. The presiding Officer of the Directors' meeting shall be the President, and if absent, the Vice President shall preside. In the absence of such presiding Officers, the Directors present shall designate one of their number to preside at such meeting.

10. The order of business at Directors' meeting shall be as follows:

- (a) Calling of roll.
- (b) Proof of Due Notice of Meeting.
- (c) Reading of Minutes and disposal of any unapproved Minutes.
- (d) Reports of Officers and Committees.
- (e) Unfinished Business.
- (f) New Business.
- (g) Adjournment.

11. All of the powers and duties of the Association existing under the Declaration, the Certificate and these By-Laws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by Members only when such approval is specifically required by appropriate documents, subject always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm as provided in the Certificate filed in the Office of the Secretary of State of the State of Florida on June 18, 1996, or any subsequent amendment or amendments to such Certificate.

12. The undertakings and contracts authorized by the initial Board named by the Declarant and any substitutes or replacements of the initial Board named by the Declarant shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the Membership at the first annual meeting of the Membership, notwithstanding the fact that the Members of the initial Board of Directors, or those named by the Declarant to replace the initial Board of Directors, may be or are Directors or Officers of, or otherwise associated with, the Declarant, subsidiaries or affiliates of the Declarant, or other entities doing business with the Association and Members of the Association.

13. Prior to the termination of Class B Members (as provided in Article III, Section 2 of the Declaration of Covenants and Restrictions) the Board of Directors shall not authorize, and the Association shall not be bound by any undertakings or contract (including a management contract) which undertaking or contract does not contain the right of termination on behalf of the Association, without cause, which right is exercisable without penalty at any time after termination of Class B Members, upon not more than ninety (90) days notice to the other party.

14. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) enforce and/or foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

VII. OFFICERS

1. The executive Officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors and who may preemptorily be removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such others Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive Officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the powers to appoint committees from among the Members, from time to time, as he may, at his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings

of the Directors and the Members. He shall attend to the giving and serving of all notice to the Members and Directors, and such other notices as may be required by law. He shall have the custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly assigned. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or President.

5. The Treasurer shall have the custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of Members that are required to implement the provisions of Article V of the Declaration of Covenants and Restrictions, dated June 11, 1996 and recorded June 14, 1996, in Official Record Book 8182, Pages 1522 through 1554, inclusive, of the Public Records of Hillsborough County, Florida. The Treasurer shall also keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. No Director shall receive compensation for services as a Director, but may be reimbursed for his actual expenses incurred in the performance of his duties as a Director. The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the contracting with a Director or a person, firm or entity with which a Director is associated, for the management or maintenance of Copper Ridge.

VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in Article V of the Declaration of Covenants, Conditions and Restrictions dated June 11, 1996, recorded June 14, 1996, in Official Record Book 8182, Pages 1522 through 1554, inclusive, of the Public Records of Hillsborough County, Florida, shall be supplemented by the following provisions:

1. At or after the first meeting of the Members, the assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Class A Lot and Class B Lot. Such account will designate the name and address of the Owner or Owners; the amount of each assessment against the Owners; the date and amounts in which assessments came due; the amounts paid upon the account; and the balance due upon the assessments.

2. Subject to the provisions of Section 6 and Section 8 of Article V of the Declaration, the Board of Directors shall determine the method of payment of such assessments and the due

dates thereof, and shall notify the Members thereof.

3. Depository of the Association shall be such bank or banks or other financial institutions which shall be designated, from time to time, by the Directors, and in which monies of the Association shall be deposited. Withdrawal of money from such amount shall be only by checks, signed by such persons as are authorized by the Directors.

IX. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall generally govern the conduct of the corporate proceedings when in conflict with the Certificate, these By-Laws, the Declaration, or with the Statutes of the State of Florida.

X. AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Upon proper notice, the By-Laws may be amended, altered or rescinded by a majority of those members of the Board of Directors present at any regular meeting, or any special meeting called for that purpose as specified in Item 12 of the Articles of Incorporation. Amendments may also be adopted upon vote of a majority of the total votes cast in person or by proxy, at any meeting called for this purpose.

2. Notwithstanding the foregoing provisions of this Article X, no amendment to these By-Laws may be adopted or become effective prior to the first Annual Meeting of the Membership of the Association, without the prior written consent of the Declarant.

3. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control; and in the case on any conflict between the Declaration and these By-Laws, the Declaration shall control.

4. So long as Class B membership exists, all amendments shall be subject to the approval of FHA and VA.

XI. GENDER

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, where the context so requires.

XII. BOOKS AND RECORDS

The books, records and papers of the Association shall at all

times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

XIII. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the statutory interest rate for judgments in Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

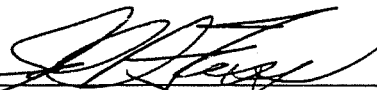
XIV. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Copper Ridge/Brandon Homeowners' Association, Inc.

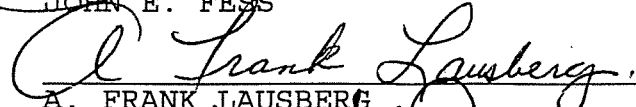
XV. FISCAL YEAR

The fiscal year of the Corporation shall be from January 1 through December 31, except that the first year shall be from the date of incorporation through December 31 of that year.

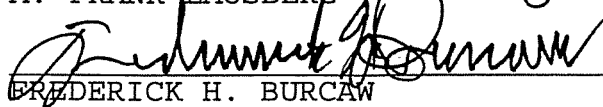
IN WITNESS WHEREOF, we, being all of the Directors of Copper Ridge/Brandon Homeowners' Association, Inc., have hereunto set our hands and seals this 18th day of JUNE, 1996.



 JOHN E. FESS



 A. FRANK LAUSBERG



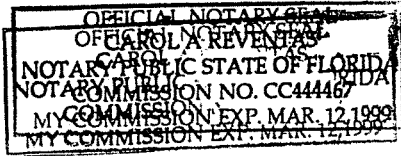
 FREDERICK H. BURCA

(Corporate Seal)

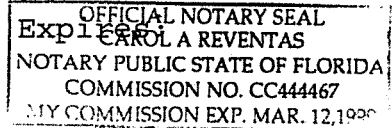
STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, personally appeared JOHN E. FESS, A. FRANK LAUSBERG and FREDERICK H. BURCAW, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal at Wesley Chapel, County of Pasco, State of Florida, this 18th day of June, 1996.



Carol A. Reventas
NOTARY PUBLIC
My Commission



CERTIFICATE

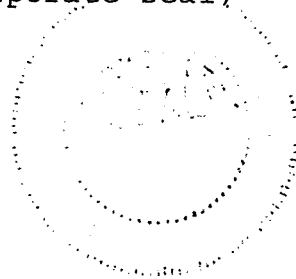
I, the undersigned, do hereby certify that I am the duly elected and acting secretary of the Copper Ridge/Brandon Homeowners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida; and

That the foregoing By-Laws constitute the original By-Laws of said Association, and were duly adopted at the meeting of the Board of Directors thereof, held on the 18th day of JUNE, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 18th day of JUNE, 1996.

A. Frank Lausberg (SEAL)
A. FRANK LAUSBERG
Secretary of Copper Ridge/Brandon Homeowners' Association, Inc.

(Corporate Seal)



INSTR # 2006418996

O BK 16889 PG 1650

Pg 1650: (1pg)

RECORDED 08/29/2006 03:28:18 PM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Meany

CERTIFICATE OF THE SECOND AMENDMENT TO THE BYLAWS OF
COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC

This is to certify that a duly called meeting of the Board of Directors of Copper Ridge/Brandon Homeowners' Association, Inc. was held on June 6, 2006, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to Article VI, Paragraph 2. (a) of the Bylaws, included, was duly adopted by a unanimous vote of the Board of Directors. The Bylaws for Copper Ridge/Brandon Homeowners' Association, Inc. was originally recorded in the Official Records Book 8250, Page 0086, Official Records of Hillsborough County, Florida.

VI. DIRECTORS

2. (a) ~~Each Director shall serve two (2) year terms with two (2) directors serving three (3) year terms, two (2) directors serving two (2) year terms and the remaining director (s) serving a one (1) year term~~ and shall be elected each year at the annual meeting of the members.

IN WITNESS WHEREOF, COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC, has caused this instrument to be signed by its duly authorized officer on this 1st day of Aug, 2006.

Copper Ridge/Brandon Homeowners' Association, Inc.

By: Hermes O. Vargas
Signature
Hermes O. Vargas, President
Printed name and title

Carol Knigert
Signature of witness
Carol Knigert
Printed name of witness

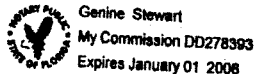
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of Aug, 2006 by Hermes Vargas as PRESIDENT of Copper Ridge/Brandon Homeowners' Association, Inc. on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. (He/She) is personally known to me or has produced _____ as identification.

Genine Stewart
Notary Public

Seal:

Genine Stewart
Printed name



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