AMENDED and RESTATED DECLARATION

of COVENANTS, CONDITIONS, and RESTRICTIONS

For COPPERLEAF GOLF CLUB COMMUNITY ASSOCIATION, INC.

The original of which was on Recorded on September 28, 2010

in the Lee County, FL Clerk of Courts Office

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TABLE OF CONTENTS

Page

PART ONE: INTRODUCTION TO THE COMMUNITY 4

Article I. Creation of the Community 4
1.1. Purpose and Intent 4
1.2. Binding Effect 2
1.3. Governing Documents 2

Article II. Concepts and Definitions 3

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS 8

Article III. Use and Conduct 8
3.1. Framework for Regulation 8
3.2. Authority to Enact, Amend, etc., Use Restrictions, Rules, and Regulations 8
3.3. Owners' Acknowledgment and Notice to Purchasers 9
3.4. Protection of Owners and Others 9

Article IV. Architecture and Landscaping 10
4.1. General 10
4.2. Architectural Review 10
4.3. Guidelines and Procedures 11
4.4. No Waiver of Future Approvals 13
4.5. Variances 13
4.6. Limitation of Liability 13
4.7. Certificate of Compliance 14
4.8. Activities of Community Development District 14

Article V. Maintenance and Repair 14
5.1. Maintenance of Units 14
5.2. Maintenance of Neighborhood Common Area 14
5.3. Responsibility for Repair and Replacement 15

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION 15

Article VI. The Association and its Members 15
6.1. Function of Association 15
6.2. Membership 16
6.3. Voting 16
6.4. Neighborhoods, Neighborhood Representatives 16
6.5. Unauthorized Use of Membership List 17

Article VII. Association Powers and Responsibilities 18
7.1. Acceptance and Control of Association Property 18
7.2. Maintenance of Area of Common Responsibility 18
7.3. Insurance 19
7.4. Compliance and Enforcement 21
7.5. Implied Rights: Board Authority 24
7.6. Indemnification of Officers, Directors, and Others 24
7.7. Community Activities 25
7.8. Powers of the Association Relating to Neighborhoods 25
7.9. Provision of Services 25
7.10. Cooperation with Community Development District 25

7.11. Relations with Other Entities....26
Article VIII. Association Finances....26
8.1. Budgeting and Allocating Common Expenses, Base Assessments....26
8.2. Budgeting and Allocating Neighborhood Expenses....27
8.3. Budgeting for Reserves....28
8.4. Special Assessments....28
8.5. Specific Assessments....29
8.6. Authority to Assess Owners: Time of Payment....29
8.7. Obligation for Assessments....30
8.8. Lien for Assessments....30
8.9. Exempt Property....31
8.10. Property Transfer Fees....31
8.11. Borrowing from the Replacement Reserve Fund for Capital Spending....32
PART FOUR: COMMUNITY DEVELOPMENT....32
Article IX. Expansion of the Community....32
9.1. Expansion by the Association....32
9.2. Additional Covenants and Easements....33
9.3. Effect of Filing Supplemental Declaration....33
Article X. Additional Rights Reserved to ASSOCIATION....33
10.1. Right to Approve Additional Covenants....33
10.2. Exclusive Rights to Use Name of Development....33
10.3. Termination of Rights....33
PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY....33
Article XI. Easements....33
11.1. Easements in Common Area....33
11.2. Easements of Encroachment....34
11.3. Easements for Maintenance, Emergency and Enforcement....35
11.4. Easements for Lake and Pond Maintenance and Flood Water....35
11.5. Easements for Golf Course....35
11.6. Easement for Community Development Districts....36
Article XII. Environmental Areas and Issues....36
12.1. Assignment of Responsibilities....36
12.2. Surface Water Management System....36
12.3. Conservation Areas....37
12.4. Open Space and Buffers....37
12.5. Effluent Disposal and Water Supply....38
12.6. Environmental Permits and Reporting....38
12.7. Disaster Management....38
Article XIII. Exclusive Common Areas; Party Walls; Other Shared Structures and sidewalks....39
13.1. Designation and Use of Exclusive Common Area....39
13.2. Rules Regarding Party Walls....39
13.3. Sidewalks and Storm Basin....40
PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY....40
Article XIV. Limitation on Litigation....40
14.1. Consensus for Association Litigation....40
Article XV. Club Facilities....40

15.1. Club Members 40
15.2. Use of Membership 40
15.3. Delegation of Use 41

Article XVI. Mortgagee Provisions 42
16.1. Notices of Action 42
16.2. No Priority 42
16.3. Notice to Association 43
16.4. Failure of Mortgagee to Respond 43
16.5. Construction of Article XVI 43

PART SEVEN: CHANGES IN THE COMMUNITY 43

Article XVII. Changes in Ownership of Units 43

Article XVIII. Changes in Common Area 43
18.1. Condemnation 43
18.2. Partition 44
18.3. Transfer or Dedication of Common Area 44

Article XIX. Amendment of Declaration 44
19.1. By Members 44
19.2. Validity and Effective Date 44
19.3. Exhibits 44
19.4. Consent for Amendments 44

TABLE OF EXHBIITS

Exhibit	Subject Matter
A	Land Initially Submitted
B	Land Subject to Annexation
C	Initial Use Restrictions
D	Rules of Arbitration
E	By-Laws of Copperleaf Golf Club Community Association, Inc.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
COPPERLEAF GOLF CLUB

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of _____, 2010, by Copperleaf Golf Club Community Association, Inc., a Florida not-for-profit corporation (the "Association").

PART ONE: INTRODUCTION TO THE COMMUNITY

The Association has established this Amended and Restated Declaration (a/k/a "Declaration") to provide a governance structure and a flexible system of standards and procedures for the overall administration, maintenance and preservation of Copperleaf Golf Club as a portion of The Brooks master planned community. This Declaration is effective on the date when the same is recorded in the Office of the Clerk of Courts in and for Lee County, Florida. On the effective date of this instrument, all covenants, conditions and restrictions evidenced by any prior recorded document pertaining to Copperleaf Golf Club are hereby superseded, to the extent the same can be superseded under law, including the covenants, conditions and restrictions contained in the following recorded documents: Declaration of Covenants, Conditions, and Restrictions for Copperleaf Golf Club dated April 17, 2000 and recorded in the Lee County Clerk of Court's Office on May 8, 2000 as Instrument 4870837 in OR Book 03252 at page 2512. If there is a conflict between any provision herein and any provision contained in the aforementioned recorded documents, the provision of the Amended and Restated Declaration of Covenants, Conditions and Restrictions shall prevail.

ARTICLE I. CREATION OF THE COMMUNITY

1.1. Purpose and Intent

The Association intends by the recording of this Declaration to continue a general plan for the planned community known as Copperleaf Golf Club. This Declaration provides for the overall

administration, maintenance, and preservation of the real property now and hereafter comprising Copperleaf Golf Club. An integral part of the plan was the creation of Copperleaf Golf Club Community Association, Inc., an association comprised of all owners of real property in Copperleaf Golf Club, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

This document does not and is not intended to create a condominium within the meaning of The Florida Condominium Act, *Florida Statutes* Section 718.101, et seq.

This Declaration is intended to preserve, protect and enhance the Properties and value of the Properties, as well as the welfare of the Owners and other persons residing in the Copperleaf Golf Club.

1.2. Binding Effect

All property described in Exhibit "A," and any additional property which is or has been made a part of Copperleaf Golf Club by the filing of one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns.

This Declaration shall be enforceable by the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded in the Public Records. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by not less than 75% of the then Owners of Units (and not Neighborhood Representatives) has been recorded in the Public Records within the year preceding any extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified in such instrument. Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of applicability of the rule against perpetuities, such provision shall expire 90 years after the date this Declaration is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3. Governing Documents

The Governing Documents as herein defined create a general plan of development for Copperleaf Golf Club which may be supplemented by additional covenants, restrictions and easements applicable to particular Neighborhoods within Copperleaf Golf Club. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, and/or the provisions of any other articles of incorporation, by-laws, rules or policies governing any Neighborhood, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional restrictions, exceptions, modifications, or provisions which are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions, or other instruments applicable to any Neighborhood.

All provisions of the Governing Documents shall apply to all Owners and to all occupants of their Units, as well as to their respective tenants, guests and invitees. Any lease on a Unit shall provide that the lessee and all occupants of the leased Unit shall be bound by the terms of the Governing Documents.

If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications and if it does not shall be deemed to have so provided.

ARTICLE II. CONCEPTS AND DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

2.1. "Annual Meeting of the Association": See Section 2.3 of the By-Laws.

2.2. "Area of Common Responsibility": The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, Covenant to Share Costs, or other applicable covenants, contracts, or agreements.2.3. "ARC": Architectural Review Committee referred to in Article IV hereof.

2.4. "Association": The Copperleaf Golf Club Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

2.5. "Articles of Incorporation": The Articles of Incorporation of Copperleaf Golf Club Community Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Florida.

2.6. "Base Assessment": Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as determined in accordance with Article VIII.

2.7. "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Florida corporate law.

2.8. "Bound Party-Parties": See Section 142.

2.9. "By-Laws": The By-Laws of the Copperleaf Golf Club Community Association, Inc. attached hereto as Exhibit "E" and incorporated herein by reference, as they may be amended from time to time.

2.10. "Claims": See Section 14.3

2.11. "Club Facilities": All real and personal properties, including easements, which are owned by the Association and operated as recreational golf club facilities, including without limitation, the golf course, clubhouse and pro-shop, swim and tennis, and bocce centers, maintenance facilities, and other recreational and practice facilities, which are owned for the common use and enjoyment of the Members.

2.12. "Club Members": See Section 15.1.

2.13. "Committee", Committee Members: See Article V of the By-Laws.

2.14. "Common Area": All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in or for the common use and enjoyment of the Owners. The term Common Area may include the following components of real property which shall, if conveyed or transferred to the Association, be portions of the Common Area: Club Facilities, Conservation Areas, and Surface Water Management System. The term shall include the Exclusive Common Area, as defined below "Common Area" does not include sidewalks, except where sidewalks cross over land owned by the Association.

2.15. "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents, and payments made pursuant to the Covenant to Share Costs.

2.16 "Community Development District(s)": One or more special service, utility, and taxing district(s) created as a special purpose unit of local government with jurisdiction within, adjacent to, and in the vicinity of the Properties established in accordance with Chapter 190, Florida Statutes, 1980, which is/are vested with certain quasi-governmental powers and responsibilities within or adjacent to the Properties. In the event that more than one such district is created; the districts may share certain responsibilities within their jurisdiction.

2.17. "Community-Wide Standard": The standards of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards were established initially by the Declarant and may be more specifically defined in the Design Guidelines, the Use Restrictions, and Rules and Regulations adopted by Board resolutions.

2.18. "Conservation Areas": The real property and any improvements which are now or are hereinafter made a part of the Properties and designated as Conservation Areas on the recorded plats or other instruments recorded in the Public Records for Copperleaf Golf Club.

2.19. "Copperleaf Golf Club": See definition of "Properties".

2.20. "COPs" or "Council of Presidents". Defined as the "Neighborhood Representatives," when assembled or meeting as a group.

2.21 "Covenant to Share Costs": That certain Declaration of Easements and Covenant to Share Costs for The Brooks, executed by Declarant and recorded in the Public Records for the benefit of the Association and the present and future owners of the real property subject to such Covenant to Share Costs and which obligates the Association (defined therein as an "Association Entity") and such owners to share the costs of maintaining certain property which may be located within or outside of the Properties as more particularly described in such Covenant to Share Costs. For example, and without limitation, the Association, the other Association Entities, and any other Property Owners (as defined therein) are allocated certain rights, responsibilities, and expenses for landscaping and maintaining the entrance monuments and water features, landscaping, lighting, and irrigation along the boundaries and arterial roadways, signage for the master planned community, and other designated areas described in the Covenant to Share Costs.

2.22. "Declaration": This Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

2.23. "Declarant" "Original Declarant": Long Bay Partners LLC, a Florida limited liability company. The Declarant was the "developer" of Copperleaf Golf Club as defined in Chapter 720, Florida Statutes.

2.24. "Design Guidelines": The architectural, design and construction guidelines and review procedures adopted pursuant to Article IV, as they may be amended; also known as the Architectural & Landscape Guidelines. Includes Exhibit C.

2.25. "Environmental Permits": Those permits, easements and other forms of approval granted by local, state or federal governmental entities for activities on or benefiting Copperleaf Golf Club (and/or others who may or may not be Members), and identified as such by the Declarant, and which may include, but shall not be limited to the following:

(a) permits issued by the State of Florida, Department of Environmental Protection,

(b) permits issued by the U.S. Army Corps of Engineers,

(c) plans approved by the Florida Game and Freshwater Fish Commission, and

(d) permits issued by the South Florida Water Management District.

2.26. "Exclusive Common Area": A portion of the Common Area primarily benefiting one or more, but less than all, Neighborhoods, as more particularly described in Section 13.1.

2.27. "General Manager": The person appointed by the Board to the position bearing that title, with duties defined by the Board at the time of appointment. When reference herein is made in the Governing Documents to a "General Manager" and such position has not been filled by the Board, then in such a case, a Manager can be substituted for the "General Manager" as the Board shall determine.

2.28. "Governing Documents": A collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws, the Articles of Incorporation, the Design Guidelines, the Use Restrictions, Financial Policies, and the Rules and Regulations, as they may from time to time, be amended.

2.29. "Manager(s)": Person(s) appointed to executive position(s) to manage certain operations of the Common Area as determined by the Board. They can but need not be limited to: "Professional for Golf and Athletic Facilities Operation", "Club House Manager", and "Director of Golf and Ground Maintenance", titles of managers may be changed by the Board.

2.30. "Member": A Person subject to membership in the Association pursuant to Article VI.

2.31. "Members in Good Standing": A Member who is in compliance with Governing Documents and who is not in arrears in any amount due to the Association.

2.32. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

2.33. "Neighborhood": A group of Units designated as a separate Neighborhood for purposes of sharing Exclusive Common Area, Neighborhood Common Area and/or receiving other benefits or services from the Association which are not provided to all Units within the Properties, and/or for the purpose of electing Neighborhood Representatives as provided in Section 6.4. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association, if any, having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Section 6.4.

2.34. "Neighborhood Assessments": Assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

2.35. "Neighborhood Association": A condominium association or homeowners association having concurrent jurisdiction with the Association over any Neighborhood.

2.36. "Neighborhood Common Area": All real and personal property, including easements, owned, leased or otherwise possessed by a Neighborhood Association for the common use and enjoyment of the Owners within such Neighborhood. Neighborhood Common Area

may include Conservation Areas or components of the Surface Water Management System if assigned by the Declarant as provided herein.

2.37. "Neighborhood Expense(s)": The actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, if any, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

2.38. "Neighborhood Representative": The representative selected by the Members within each Neighborhood pursuant to Section 6.4(b) to cast the votes attributable to their Units on all matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). Where the context permits or requires, the term "Neighborhood Representative" shall also refer to alternate Neighborhood Representatives acting in the absence of the Neighborhood Representative and any Owners authorized personally to cast the votes for their respective Units pursuant to Section 6.4(b). See definition of "COPs".

2.39. "Owner" or "Owners": One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

2.40. "Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.41. "Property", Properties" or "Copperleaf Golf Club": The real property described on Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

2.42. "Public Records": The Official Records of Lee County, Florida.

2.43. "Replacement Reserve Fund": See Article XIII.

2.44. "Reviewer": See Section 4.2(c)

2.45. "Rules and Regulations": Board-adopted Rules and Regulations which establish administrative procedures for internal Association governance and operating procedures for use of the Common Area, Club Facilities, and property included within the Area of Common Responsibility. "Rules and Regulations" also include the Design Guidelines (now the Architectural & Landscape Guidelines), Financial Policies, Copperleaf Golf Club Policies and Procedures, By-Laws of Copperleaf Men's Golf Association and of Copperleaf Ladies Golf Association and other long-term policies adopted by the Board.

2.46. "Special Assessment": Assessments levied in accordance with Article VIII.

2.47. "Specific Assessment": Assessments levied in accordance with Article VIII.

2.48. "Supplemental Declaration": An instrument filed in the Public Records pursuant to Article IX which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.49. "Surface Water Management System": Any portion of real property, improvement, work or feature such as swales, ditches, canals, impoundments, berms, ponds, lakes, retention/detention areas, conservation areas, culverts and pumps required or described in any permits issued by South Florida Water Management District and any other applicable

governmental agency for the management and storage of surface waters, drainage and flood protection for Copperleaf Golf Club and adjacent areas and identified as an element or component of the Surface Water Management System by the Declarant at the time such is conveyed or transferred to the Association. The Surface Water Management System may be divided into one or more categories, including without limitation the following:

(a) The "Primary Surface Water Management System" will generally include those features of the Surface Water Management System which benefit the Properties as a whole rather than any single Unit, Neighborhood, or Club Facility, as was determined by the Declarant and may be added to or deleted from by the Association; and

(b) The "Secondary Surface Water Management System" will generally include that portion of the Surface Water Management System not designated by Declarant or the Association as Primary Surface Water Management System and may benefit a portion of the Properties, a Unit, Neighborhood, or Club Facility, as was determined by the Declarant.

2.50. "Unit": A portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

2.51. "Use Restrictions": The Use Restrictions set forth on Exhibit "C," as they may be supplemented, modified and repealed pursuant to Article III.

2.50. "Work": See Article IV.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards for use and conduct, maintenance and architecture within Copperleaf Golf Club are what give the community its identity and make it a place that people want to call "home." Yet those standards must be more than a static recitation of "thou shalt not's." This Declaration establishes procedures for enacting Use Restrictions as a dynamic process which allows the community standards to evolve as the community changes and grows and as technology and public perception change.

ARTICLE III. USE AND CONDUCT

3.1. Framework for Regulation

Declarant has established a general plan of development for the Properties as a planned community in order to enhance all Owners' quality of life and collective interests and the aesthetics and environment within Copperleaf Golf Club and the surrounding communities. To accomplish this objective, the Properties are subject to the Design Guidelines enacted in accordance with Article IV, other Rules and Regulations adopted by the Board, and individual restrictions on conduct and use of or actions upon the Properties promulgated pursuant to this Article which establish affirmative and negative covenants, easements, and restrictions on Properties. With respect to the Use Restrictions promulgated pursuant to this Article, the Board and the Members shall have the ability, in the manner set forth below, to respond to changes in circumstances and needs within Copperleaf Golf Club.

All provisions of the Governing Documents and supplements thereto shall apply to all Persons on the Properties. The lessee and all occupants of leased Units shall be bound by the terms of the Governing Documents and supplements, whether or not the lease so provides. All Owners shall be responsible for inserting a provision in any lease informing the lessee and all occupants of the Unit of all applicable Use Restrictions and Rules and Regulations affecting the Unit, the Common Area, and the Club Facilities and if they do not insert in the lease, shall nevertheless be deemed to have been so inserted.

3.2. Authority to Enact, Amend, etc., Use Restrictions, Rules, and Regulations

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may, upon prior consultation with the Neighborhood Representative, modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Design Guidelines. The Board shall send **notice by mail to all Owners or broadcast or publish via a medium readily available throughout** the Properties concerning any such proposed action at least fourteen business days prior to the Board meeting at which such action is to be considered. Neighborhood Representatives shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective, after compliance with subsection (c) below, unless disapproved at a meeting by Neighborhood Representatives representing more than 50% of the total votes in the Association. The Board shall have no obligation to call a meeting of the Neighborhood Representatives to consider disapproval except upon receipt of a petition of the Neighborhood Representatives as required for special meetings in the By-Laws. Upon such receipt of such a petition of the Neighborhood Representatives prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Alternatively, the Neighborhood Representatives, at an Association meeting duly called for such purpose, may adopt Use Restrictions which modify, cancel, limit, create exceptions to,

or expand the Use Restrictions by a vote of Neighborhood Representatives representing more than 50% of the total votes in the Association.

(c) At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall publish, broadcast, or send a copy of the new Use Restriction or explanation of any changes to the Use Restrictions to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the Use Restrictions then in effect to any requesting Member or Mortgagee.

(d) Nothing in this Article shall prevent the Board or the Neighborhood Representatives from modifying, repealing or expanding the Design Guidelines. In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control.

(e) Procedures required under this Section shall not apply to enactment and enforcement of Rules and Regulations unless the Board chooses in its discretion to submit to such procedures. Examples of such Rules and Regulations shall include, but not be limited to, hours of operation of the Club Facilities, traffic and parking rules on the Common Area, and the procedures used to enforce the Governing Documents in the event of non-compliance. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such Rules and Regulations.

3.3. Owners' Acknowledgment and Notice to Purchasers

All Owners are given notice that use of their Units and the Common Area is limited by the Use Restrictions as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this provision and that the Use Restrictions may change from time to time. All purchasers of Units are on notice that changes may have been adopted by the Association. Copies of the current Use Restrictions may be obtained from the Association.

3.4. Protection of Owners and Others

No Use Restriction shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth on Exhibit "C":

(a) Similar Treatment: Similarly situated Owners shall be treated similarly; provided, the Use Restrictions may vary by Neighborhood.

(b) *Displays:* The rights of Owners to display the American flag, religious and holiday symbols, and decorations inside structures on their Units of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

(c) *Household Composition:* No Use Restriction shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

(d) *Activities Within Dwellings:* No Use Restriction shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive

noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(e) *Alienation*: No Use Restriction shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Association or the Board may require a minimum lease term of up to 30 days. The Association may require that Owners use lease forms approved by the Association and may impose administrative fees, transfer fees, and reserve assessments on the lease or transfer of any Unit and privilege to use the Club Facilities in such amount as may be reasonably determined by the Board and which may be graduated in rates based on length of the lease, type of occupancy, anticipated use of the Club Facilities, or other factors deemed appropriate by the Board. Additionally, the Association may require the prior payment of a lease deposit to ensure the compliance with the Association's Use Restrictions, or any rules governing the use of the Club Facilities and to constitute liquidated damages in the event of non-compliance or damage to the Common Area.

(f) *Abridging Existing Rights:* If any Use Restriction would otherwise require Owners to dispose of personal property which they maintained in or on the Unit prior to the effective date of such Use Restriction, or to vacate a Unit in which they resided prior to the effective date of such Use Restriction, and such property was maintained or such occupancy was in compliance with this Declaration and all Use Restrictions previously in force, such Use Restriction shall not apply to any such Owners without their written consent.

The limitations in subsections (a) through (f) of this Section 3.4 shall only limit the promulgation of Use Restrictions under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIX.

ARTICLE IV. ARCHITECTURE AND LANDSCAPING

4.1. General

No structure or thing shall be placed, erected, installed or posed on the Properties and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Properties, except in compliance with this Article and the Design Guidelines. No signage shall be placed, erected, installed, or displayed on any portion of the Properties except and unless first specifically approved by the Neighborhood Association and then approved by the Copperleaf Architectural Review Committee and the Board of Directors.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of his or her Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structure shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer unless otherwise approved by the Association or its designee in its sole discretion.

4.2. Architectural Review

(a) The Association may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to (i) an architectural review committee appointed by the Association's Board (the “ARC”); or (ii) a committee comprised of architects, engineers or other persons who may or may not be Members of the Association.

Any such delegation shall be in writing, specifying the scope of responsibilities delegated. Any action taken pursuant to a delegation shall be approved by the Board.

(b) *Architectural Review Committee:* The Association has all jurisdiction over architectural matters hereunder. The ARC, when appointed, shall consist of at least three, but not more than seven persons or such other Members as the Board may determine in its discretion who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board.

(c) *Fees; Assistance:* For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

4.3. Guidelines and Procedures

(a) *Design Guidelines:* The Association has confirmed the Design Guidelines, as amended, which may contain general provisions applicable to all of the Properties as well as specific provisions which vary from Neighborhood to Neighborhood. The Design Guidelines are intended to provide guidance to Owners and builders regarding matters of particular concern to the Reviewer in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Design Guidelines does not guarantee approval of any application.

The ARC shall have the authority to amend the Design Guidelines and Use Restrictions with the approval of the Board after review by COPs. Any amendments to the Design Guidelines and Use Restrictions shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Reviewer shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. Any amendments to the Design Guidelines and Use Restrictions made by ARC restrictions shall be approved by the Board.

(b) *Procedures:* Prior to commencing any Work within the scope of this Article, an Owner shall submit to the appropriate Reviewer an application for approval of the proposed Work in such form as the Design Guidelines or the Reviewer may specify. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Design Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner

acknowledges that determinations as to such matters may be purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be subject to review as herein provided.

The Reviewer shall make a determination on each application within 45 days after receipt of a completed application and all required information. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

The Reviewer shall notify the applicant in writing of the final determination on any application within five days thereafter or, with respect to any determination by the ARC subject to Association's veto right, within five days after the earlier of: (i) receipt of notice of Association's veto or waiver thereof; or (ii) expiration of the 10-day period for exercise of Association's veto.

Notwithstanding any language in this section, in the event the applicant is aggrieved by the Reviewer's determination, the applicant shall be entitled to initiate the following appeals' process.

First: The applicant shall petition ARC in writing to review the Reviewer's determination, stating the nature of the grievance, reasons for ARC's review and submitting any evidence, if any, in support of the Applicant's position, within 10 business days after receipt of the Reviewer's determination. Applicant shall have the right to appear before ARC and speak on his/her/its petition and present oral presentation as to same. ARC shall have 30 days to review the applicant's petition and evidence, if any, and make a determination on the petition. ARC may approve, reverse, approve in part, reverse in part, amend or add or delete language to the Reviewer's determination being reviewed by ARC. ARC's determination upon review shall be given in writing to the applicant, either by mail or personal delivery.

Second: If, after ARC's review, the applicant may appeal ARC's determination to the Board by means of a written petition like the one mentioned in the preceding paragraph. Said petition shall be presented within 10 business days after the applicant's receipt of ARC's determination. The Board may allow oral and other presentation(s) in support or in opposition to the petition, but need not do so. The Board shall have 30 days to consider the applicant's petition and is limited to neither approving or reversing the ARC's determination or remanding the petition to ARC for further consideration.

In the event that the Reviewer fails to respond within the time period set forth in this Section, approval shall be deemed to have been given, subject to the Association's right to veto approval by the ARC pursuant to this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 4.5.

Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn, unless these

became extensions granted by the Board, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4. No Waiver of Future Approvals

Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5. Variances

So long as a variance is not in violation of any laws, rules or regulations of the State of Florida's, or Lee County or any other applicable governmental entities, the Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.6. Limitation of Liability

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty on any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design. Neither the association, the board, any committee, COPs, nor member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, nor for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the ARC and all persons comprising the ARC all be defended and indemnified by the Association as provided in Section 7.6.

4.7. Certificate of Compliance

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that on such Owner's Unit there are no known violations of this Article or the Design Guidelines. The Association shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.8. Activities of Community Development District

A Community Development District shall not be required to obtain approval to (a) rebuild, repair, or maintain any existing structure, building, equipment, fixture, or other improvement (including, but not limited to, earthwork) in a manner which is in compliance with the original plans and specifications for such improvements; or (b) to erect, install, or construct improvements that are reasonably necessary to comply with the provisions all the Environmental Permits, any bond indenture, state law, or any contract, covenant or other agreement.

ARTICLE V. MAINTENANCE AND REPAIR

5.1. Maintenance of Units

Each Owner shall maintain his or her Unit and all landscaping, including trees, and improvements comprising the Unit in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit.

Each Owner shall also be responsible for maintaining and irrigating the landscaping on the Common Area adjacent to the Unit to the edge of any (a) pavement of the adjacent paved roadway, (b) water's edge, or (c) Conservation Area; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article IV. Owners are prohibited from trimming, pruning, or removing trees, shrubs or similar vegetation on any portion of the Club Facilities. Any Owner desiring to trim, prune, or alter the vegetation on the Club Facilities shall make a written request to the Association, who shall have sole and final decision-making authority on what, if any, vegetation shall be removed or altered.

5.2. Maintenance of Neighborhood Common Area

A Neighborhood Association shall maintain its Neighborhood Common Area and any other property for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.

Every Neighborhood Association shall also be responsible for maintaining and irrigating the landscaping on the Common Ares adjacent to the Neighborhood Association to the edge of any pavement, water's edge, or Conservation Area; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article IV. The Neighborhood Association shall be responsible for maintaining any portion of the Surface Water Management System located within such Neighborhood which is designated by the Association as a Secondary Surface Water Management System.

Upon resolution of the Board, the Owners within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood(s), regardless of

ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

The Association may, but shall not be obligated to, assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

5.3. Responsibility for Repair and Replacement

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary, to maintain the property to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless the Neighborhood Association in which the Unit is located or the Association carries such insurance (which they may, but are not obligated to, do hereunder).

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. Alternatively, the Owner shall clear the Unit and maintain it in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

The requirements of this Section shall apply to any Neighborhood Association responsible for Neighborhood Common Area in the same manner as if the Neighborhood Association were an Owner and the Neighborhood Common Area were a Unit. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such Neighborhood and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

The success of the community is dependent upon the support and participation of every owner in its governance and administration. The Declaration establishes the Copperleaf Golf Club Community Association, Inc. as the mechanism by which each owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's board of directors, some decisions are reserved for the Association's membership - - the owners of property or Units in the community.

ARTICLE VI. THE ASSOCIATION AND ITS MEMBERS

6.1. Function of Association

The Association shall be the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association also shall be responsible for enforcement of the Governing Documents, subject to the delegation of certain obligations and

enforcement responsibilities to the Neighborhood Associations. Neighborhood Associations shall be primarily responsible for enforcement of the Governing Documents and any governing documents of the Neighborhood Association within its jurisdiction. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Florida.

6.2. Membership

Every Owner shall be a Member of the Association and, in addition, shall be a member of a Neighborhood Association. There shall be only one membership in the Association per Unit. If a Unit is owned by more than one Person, all Members that qualify under Section 15.2 of the Declaration shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3 and in the By-Laws, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any one officer, director, partner or trustee, or other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

6.3. Voting

(a) *Membership:* Members shall be all Owners. Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 6.2, except that there shall be only one vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 8.9. All votes shall be cast as provided in Section 6.3(b) below.

(b) *Exercise of Voting Rights:* Except as otherwise specified in this Declaration or the By-Laws or when the Members are directly electing the Board of Directors, the vote for each Unit owned by a Member shall be exercised by the Neighborhood Representative representing the Neighborhood, as provided in Section 6.4(b). The Neighborhood Representative may cast all such votes or any part thereof, as he or she, in his or her discretion, deems appropriate, except when a polling of members is required under Section 6.4(b) hereof, in which case, the votes shall be cast as therein provided.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Board of Directors in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

6.4. Neighborhoods, Neighborhood Representatives

(a) *Neighborhoods:* Every Unit shall be a part of a Neighborhood. Exhibit "A" to this Declaration, and each Supplemental Declaration submitting additional property to this Declaration shall initially assign the property submitted thereby to a specific Neighborhood (by name or other identifying designation), which Neighborhood may be then existing or newly created.

Any Neighborhood, acting either through a Neighborhood Committee elected as provided in the By-Laws or through a Neighborhood Association, may request that the Association provide a higher level of service than that which the Association generally provides to all Neighborhoods, or may request that the Association provide special services for the benefit of Units in such Neighborhood. Upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of the Units within the Neighborhood, the Association may, but shall not be obligated to, provide such services to the Neighborhoods

(e.g., landscaping, maintenance, administrative services) under such terms and conditions as the Association and such Neighborhood may agree from time to time. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Unit to all Neighborhoods receiving the same service), shall be assessed as a Neighborhood Assessment.

(b) *Neighborhood Representatives [and Voting]:* The Members in each Neighborhood shall be represented by a Neighborhood Representative who shall be responsible for casting all votes attributable to Units owned by Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws, such as the Election of Directors. The Neighborhood Representative either shall be either: (1) the senior elected official of the Neighborhood Association, (usually the President), or (2) any elected official of the Neighborhood Association Board. The Neighborhood Association Board shall also elect an Alternate, who is an elected official of the Neighborhood Association and who shall serve in the event the Neighborhood Representative cannot serve as such, either permanently or temporarily. In the event that the Neighborhood Representative or the Alternate Neighborhood Representative cannot act as such at a COPs meeting, then the President of the Neighborhood Association can appoint any elected official of his or her Neighborhood as an "Interim Neighborhood Representative." The Alternate Neighborhood Representative, when attending a COPs meeting, shall have full power to act, including voting, as a Neighborhood Representative, except on key issues. A "key issue" is a proposal by the Board to levy a special assessment in excess of $500,000 or a borrowing in excess of $300,000 as provided in Section 3.19 of the By-Laws. A key issue requires a polling of the Members. The Neighborhood Representative shall cast all the votes or any part thereof, in his or her sole discretion, except when there is a requirement of each Neighborhood Representative to poll the Members in his or her Neighborhood. The polling of the Members shall be conducted under the rules established by COPs at the time of polling, using only such polling language as is approved by COPs at the time of polling, and no other language shall be used. The only responses to the polling of the Members shall be one of the two following: 1. "Support," or 2. "Do Not Support." Each Neighborhood Representative shall vote all "Support" votes and "Do Not Support" votes as those votes have been received from the Members. In the event a Neighborhood Representative has not received a response to the polling from all Members, then he or she shall vote the number of non-responses in proportion to the "Support" vs "Do Not Support" votes actually received. In the event there is a conflict between any provision of the sub-section 6.4 (b) and a provision contained in any document of any Neighborhood Association, then the provision of this sub-section shall prevail.

The Board shall call for the designation of a Neighborhood Representative for each Neighborhood. Unless otherwise provided in the documents governing a Neighborhood Association, each Member owning a Unit within the Neighborhood shall be entitled to cast one equal vote per Unit owned in Neighborhood elections, and the presence, in person or by proxy, of Members representing at least 30% of the total votes attributable to Units in the Neighborhood shall constitute a quorum at any Neighborhood meeting. Neighborhood Representatives and alternates shall serve a term of one year and until their successors are elected.

6.5. Unauthorized Use of Membership List

Any roster or list of Members, Owners or Other Persons compiled by, maintained or published by the Association shall not be used, directly or indirectly for any commercial, political or similar use, without the express approval by the Association by a duly adopted Board resolution.

ARTICLE VII. ASSOCIATION POWERS AND RESPONSIBILITIES

7.1. Acceptance and Control of Association Property

(a) The Association, through action of its Board, may acquire, hold, lease, operate, and dispose of tangible and intangible personal property and real property, The Association may enter into leases, licenses, or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by community organizations and by others, whether nonprofit or for profit, for the provision of goods or services for the general benefit or convenience of owners, occupants, and residents of Copperleaf.

(b) The Declarant has conveyed to the Association certain personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, as partly described in a quitclaim deed from Declarant to the Association, which deed is dated October 28, 2002, and recorded in the Lee County Clerk of Courts Office on November 8, 2002, in Book 03771 at page 3342, and other turn over documents. The conveyances of real and personal property may have included the Club Facilities, portions of the Storm Water Management, and Conservation Areas. Common Area conveyed to the Association may be subject to membership interests, governmental obligations, and other encumbrances. The Association has accepted and shall maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

7.2. Maintenance of Area of Common Responsibility

(a) The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which may include, but need not be limited to:

(i) all portions of and structures situated upon the Common Area;

(ii) the Club Facilities;

(iii) landscaping and buffers within public rights-of-way within or abutting the Properties if and to the extent such obligations are not delegated to another entity pursuant to a Covenant to Share Costs;

(iv) such portions of any additional property as may be dictated by this Declaration, any Supplemental Declaration, or a Covenant to Share Costs; and

(v) all portions of the Conservation Areas and Surface Water Management System assigned or conveyed to the Association, subject to any obligations and/or restrictions imposed pursuant to a Covenant to Share Costs and/or Community Development District.

(vi) all irrigation and water withdrawal facilities in accordance with a South Florida Water Management District consumptive use permit(s).

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless at least 75% of the votes in the Association agree in writing to discontinue such operation Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means.

(c) The costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, a Covenant to Share Costs, other recorded covenants, or agreements with the owner(s) thereof. Maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed to the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(d) The Association has the authority to obtain a consumptive use permit, and the responsibility to implement the conditions of South Florida Water Management District consumptive use permit(s).

7.3. Insurance

(a) *Required Coverage:* The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect as a Common Expense of the Association the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering the full replacement cost under current building codes and ordinances of all insurable improvements on the Common Area and within the Area of Common Responsibility to the extent that the Association has assumed responsibility for repair or replacement in the event of a casualty, regardless of ownership;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf;

(iii) Workers compensation insurance and employer's liability insurance, if and to the extent required by law;

(iv) Directors and officer's liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, except that (i) premiums for property insurance on Units within a Neighborhood shall be a Neighborhood Expense; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Expenses of the Neighborhood(s) to which such Exclusive Common Areas are assigned unless the

Board reasonably determines that other treatment of the premiums is more appropriate.

(b) *Policy Requirements*: The Association through its Board of Directors shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Lee County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owners and their Units as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Florida which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefit of the Association and its Members;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(viii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) *Restoring Damaged Improvements:* In the event of damage to, or destruction of, Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Neighborhood Representatives representing at least 75% of the total votes in the Association, decide not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members and placed in a capital improvement or other similar or otherwise designated account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Neighborhood Representatives, levy Special Assessments to cover the shortfall.

7.4. Compliance and Enforcement

Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents (including, without limitation, the Design Guidelines, Use Restrictions, and Rules and Regulations) after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(a) imposing reasonable monetary fines, which shall not exceed $100.00 for each occurrence, with a maximum fine not to exceed $5,000.00, which may constitute a lien upon the violator's Unit. (In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the

violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) suspending any Person's right to use the Club Facilities or any portion of the Common Area; provided, however, nothing herein shall authorize the Board to limit an Owner's or Tenant's ingress or egress to or from a Unit;

(c) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(d) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(e) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit in violation of Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(f) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Design Guidelines from continuing or performing any further activities in the Properties; and

(g) levying Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents.

In addition, the Board may take the following enforcement sanctions to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

(a) exercising self-help in any situation which constitutes a violation of the Governing Documents, (specifically including, but not limited to, the towing of vehicles that are in violation of any parking Use Restrictions or Rules and Regulations as allowed by Florida statute); and

(b) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association, through its Board of Directors, may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. If a Neighborhood Association fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Neighborhood Assessment against all Units within such Neighborhood. Except in an emergency situation, the Association shall provide the Owner or Neighborhood Association reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. The Association shall also have the authority, but not the obligation, to enforce any provision contained in the governing documents of any Neighborhood Association. The Neighborhood Association shall have the primary responsibility to enforce its governing documents, and the Association's rights hereunder shall be exercised only after the Neighborhood Association has failed or refused to fulfill its obligations.

In any action to enforce the Governing Documents or the governing documents of a Neighborhood Association, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular situation, (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) that although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources, or (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, through its Board of Directors, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Lee County to enforce ordinances within the Properties for the benefit of the Association and its Members.

If a unit is occupied by a Tenant or Lessee and a unit is delinquent in paying any monetary obligation due to the Association, the Association may demand that the Tenant or the Lessee pay the Association the past and future monetary obligations related to the unit. The demand shall be continuing in nature and upon demand, the Tenant and Lessee must continue to pay the monetary obligations until the Association releases the Tenant or Lessee or the Tenant or Lessee discontinues the tenancy or the lease in the Unit. A Tenant or Lessee, who acts in good faith in response to a written demand from the Association, is immune from any claim from the Unit Owner.

If A Tenant or Lessee prepaid rent to the Unit owner before receiving the demand from the Association and provides written evidence of paying such rent to the Association within 14 days after receiving the demand, the Tenant or Lessee shall receive credit for the prepaid rent for the applicable period and must make any subsequent rent payment to the Association. The Association shall upon request, provide the Tenant or Lessee with written receipt(s) for payments paid and received by the Association. The Association shall mail written notice to Unit owner of the Association's demand that the Tenant or Lessee pay monetary obligations to the Association.

The Tenant or Lessee is not liable for increases in the amount of the monetary obligations due, unless the Tenant or Lessee was notified in writing of the increase at least 10 days before the date on which the rent is due. The Tenant or Lessee shall be given a credit against rents due to the Unit Owner in the amounts of the Assessments paid to the Association.

The Association may issue notices under ss. 83.56 and may sue for eviction under ss.83.59-83.625 as if the Association were a landlord or lessor under part II of chapter 83 if the Tenant or Lessee fails to pay monetary obligation. However, the Association is not otherwise considered a landlord or lessor under chapter 83 and specifically has no duties under s. 83.51.

The Tenant or Lessee does not, by virtue of payment of monetary obligations, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

7.5. Implied Rights: Board Authority

The Association may exercise any right or privilege given to it expressly by Florida law and/or the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by laws, all rights and powers of the Association may be exercised by the Board without a vote of the Members.

7.6. Indemnification of Officers, Directors, and Others

The Association shall indemnify every officer, director, and committee member and other person such as mentioned in Section 4.6 hereof, against all damages and expenses, including attorney's fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, or other person, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Florida law.

The officers, directors, and committee members and other persons acting as a volunteer for the Association, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member and other person described in this section, harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Decisions by the Board of Directors as to whether to institute litigation are no different from other decisions directors make. There is no independent legal obligation to bring a civil action against another party. In deciding whether to bring a civil action against another party, a director is protected by the business judgment rule as explained in Section 3.23 of the By-Laws.

In addition to any other rights:

(i) Volunteer officers or directors of the Association shall not be personally liable in excess of the coverage of insurance specified in subparagraph (D), below, to any Person who suffers injury, including but not limited to, bodily injury, emotional distress, wrongful death, or property damage or loss as a result of his or her tortious act or omission as long as the following requirements are met by the volunteer officer, director and Association:

(A) the director's or officer's act or omission was performed within the scope of his or her duties;

(B) the director's or officer's act or omission was performed in good faith;

(C) the director's or officer's act or omission was not willful, wanton, or grossly negligent; and

(D) the Association maintained and had in effect (at the time the act or omission of the director or officer occurred and at the time a claim was made) one or more insurance policies which included coverage for general liability of the Association and individual liability of officers and directors for negligent acts or omissions in that capacity, both in the amount of at least $1,000,000.00.

(ii) The payment for actual expenses incurred in the execution of his or her duties shall not affect the status of an officer or director as a volunteer.

7.7. Community Activities

The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit that the Association, its Board and committees, and the Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

7.8. Powers of the Association Relating to Neighborhoods

The Association shall have the power, but not the obligation, to veto any action taken or contemplated to be taken by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Neighborhood Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Neighborhood Association fails to comply, the Association shall have the right to effect such action on behalf of the Neighborhood Association and levy a Neighborhood Assessment or Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

7.9. Provision of Services

The Association shall be authorized but not obligated to enter into, in the Board's discretion, contracts or agreements with other entities, to provide services to, and facilities for, the Members of the Association and their guests, lessees, and invitees and to charge use and service fees for such services and facilities. By way of example, some services and facilities which might be offered include landscape maintenance, pest control service, cable television and communication service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. The cost of such services and facilities may be included as a Common Expense if offered in bulk to all members or as a Neighborhood Assessment or Specific Assessment if offered to Neighborhoods or individuals, as appropriate.

7.10. Cooperation with Community Development District

The Association shall have the power, and is hereby authorized, to contract with and to cooperate with any Community Development District in order to ensure that their respective responsibilities are discharged. The Association is authorized to enter into agreements with any Community Development District to construct, maintain, improve, replace, insure, and perform other responsibilities as may be set forth in such agreements with respect to signage, landscaping, or

other functions which may be performed, in whole or in part, by such Community Development District. The expense of such activities may be allocated pursuant to the Covenant to Share Costs, or as a Common Expense, as set forth in the agreement with the Community Development District. Each Owner, by owning or accepting a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and consent to the creation of one or more Community Development Districts and to the execution of a separate document so consenting to its creation if requested to do so by the Association. Notwithstanding any provision of the Governing Documents, neither the Association, its Board of Directors, any Neighborhood Association, nor any Member shall take any action, including but not limited to the amendment of the Governing Documents, that would in any manner interfere, impede or restrict any Community Development District from complying with its obligations pursuant to the Environmental Permits, state law, any bond indenture, any contract, or other covenant or agreement, without the consent of such Community Development District.

7.11. Relations with Other Entities

The Association may enter into agreements with tax exempt foundations and other entities for the benefit of the Property and its residents, as well as the larger community surrounding the Property. The purposes for such agreements may include, without limitation:

(a) preservation and maintenance of natural areas, wildlife preserves, or similar conservation areas and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation, and preservation of the natural environment within the Property or the surrounding community;

(b) programs and activities which serve to promote a sense of community, such as recreational leagues, cultural programs, educational programs, festivals, holiday celebrations and activities, a community computer network, and recycling programs; and

(c) social services, community outreach programs, and other charitable causes.

ARTICLE VIII. ASSOCIATION FINANCES

8.1. Budgeting and Allocating Common Expenses, Base Assessments

At least 60 days before the beginning of each fiscal year, the Board shall prepare, or cause to have prepared, a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a Replacement Reserve Fund pursuant to Section 8.3 and the New Capital Acquisition Fund and any payments to be made or to be received pursuant to a Covenant to Share Costs. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from the Club Facilities or sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Units, as authorized in Section 8.6.

The Association is hereby authorized to levy Base Assessments equally against all Units subject to assessment under Section 8.6 to fund the Common Expenses.

The Board shall provide each Member with a copy of the annual budget or, in the alternative, a written notice that a copy of the budget is available upon request at no charge to the Member. The Board may post a copy of the approved budget on the Association's website. The budget shall automatically become effective unless disapproved at a meeting by Neighborhood Representatives representing at least 75% of the total votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Neighborhood Representatives as provided for a special meeting in the By-Laws, which petition

must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Neighborhood Representatives can be consulted and to disapprove the revised budget as set forth in this Section.

As part of the annual budget process, as provided for above and in Section 15.1, the Board with the approval of the Neighborhood Representatives shall establish the annual number and dues of Club Members for the Budget Committee. To assist the Board and the Neighborhood Representatives in their determination, the Budget Committee and Finance Chair will present the Board and Neighborhood Representatives with a report discussing both quantitative and qualitative information relative to the Club Membership from the preceding Year. The Board and Neighborhood Representatives will make their recommendations to the Budget Committee no later than their March meetings. To the extent that the Board determines that the number of Club Memberships will be reduced or the dues substantially increased the Board will provide the Neighborhood Representatives with details supporting any changes in long term strategy related to the Club Memberships. The letter to Club Members will be mailed no later than April 30 of each year.

8.2. Budgeting and Allocating Neighborhood Expenses

At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses, if any, for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming Year as authorized by this Declaration or any Supplemental Declaration applicable to such Neighborhood. The budget of Neighborhood Expenses shall also include any costs for additional services or a higher level of services which the Association and the Neighborhood have agreed upon pursuant to Section 6.4(a). The budget also reflects the sources and estimated amounts of funds to cover such expenses.

The Association is hereby authorized to levy Neighborhood Assessments equally against all Units in the Neighborhood which are subject to assessment under Section 8.6 to fund Neighborhood Expenses incurred by the Association to perform an activity or function which should have, pursuant to the Governing Documents or the governing documents of the Neighborhood Association, been performed by the Neighborhood Association.

The Board shall cause a copy of the Neighborhood budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood at least 30 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Neighborhood by Owners of a majority of the Units in the Neighborhood to which the Neighborhood Assessment applies. However, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least 10% of the Units in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood and shall not apply to any item which the Governing Documents require to be assessed as a Neighborhood Assessment.

If the proposed budget for any Neighborhood is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the right of the Owners of Units in the affected Neighborhood to disapprove the revised budget as set forth above.

8.3. Budgeting for Reserves

As part of its annual budget process, The Budget Committee shall prepare a list of assets and their estimated costs, which The Committee proposes to replace or repair using funds from The Replacement Reserve Fund.

The Budget Committee prepare the proposed annual assessment for The Replacement Reserve Fund in accordance with Section 8.1. The proposed assessment shall be calculated in accordance with the laws of the State of Florida and shall incorporate all major sources of Replacement Reserve Fund revenues, including revenues from Property Transfer Fees (Section 8.10) and revenues from the investment of Replacement Reserve Fund assets.

8.3.1. Replacement Reserve Fund Usage

The Association having established a Replacement Reserve Fund in accordance with Section 8.3 and maintaining said fund in accordance with Section 8.10, define the usage of said fund as follows:

(a) The replacement for any existing asset included in the Copperleaf Golf Club fixed asset system will be charged to the Replacement Reserve Fund. No other purchases are to be charged to the Replacement Reserve Fund.

(b) The minimum amount required for the capitalization of a fixed asset shall be in accordance with the Association's Financial Accounting Policy 3.11.

(c) Major repairs for any existing asset included in the Copperleaf Golf Club fixed asset system may be charged to the Replacement Reserve Fund. All other repairs shall become part of the operating budget and the item(s) will be expensed in the year acquired.

(d) Fees charged for professional independent studies and annual updates to determine the annual reserve fund assessments may be charged to the Replacement Reserve Fund.

8.4. Special Assessments

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted operating expenses, or new capital expenditures approved by the Board, or operating expenses in excess of those budgeted and for emergency expenses as required for such other needs of the Association as the Board shall determine. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses or against the Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Neighborhood Representatives (if a Common Expense) or Owners (if a Neighborhood Expense) representing more than 50% of the total votes allocated to Units which will be subject to such Special Assessment. Special Assessments shall he payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Special Assessments proceeds may only be used for the purposes for which the assessment is levied. After the work or purchase is complete, if there are excess funds remaining,

the Board shall credit each homeowner's account as an offset against future assessments or refund the excess proceeds or apply the funds toward next year's budget.

8.5. Specific Assessments

The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Units upon request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 7.9). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, and except for an emergency determined by the Board, in its discretion, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b).

The Association may also levy a Specific Assessment against the Units within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners of Units in, or the Neighborhood Representative representing, the Neighborhood and an opportunity for such Owners or Neighborhood Representative to be heard before levying any such assessment.

8.6. Authority to Assess Owners: Time of Payment

The Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay Base Assessments, Special Assessments, and Neighborhood Assessments shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately, together with accrued interest and costs of collection, if any.

The Association may, but shall not be obligated to, provide the Association's budgets and notices of assessment for the Base Assessments, Special Assessments, and any Neighborhood Assessments of all Owners within a Neighborhood to its governing Neighborhood Association. If so directed by the Association, the Neighborhood Association shall be responsible for billing, collecting, and remitting all amounts due from all Owners in such Neighborhood to the Association in accordance with such procedures as may be established by the Board. Notwithstanding the Association's delegation of billing and collection to the Neighborhood

Association, in the event of delinquency, the Association shall reserve all rights and powers of collection as set forth in this Article.

8.7. Obligation for Assessments

Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate not to exceed the highest rate allowed by law), late charges, recording costs, other costs, lien fees, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee and grantor shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments, if any, on the same basis as during the last year for which an assessment was made, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner is exempt from liability for assessments by non-use of Common Area, abandonment of his Unit, or by any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment which may be relied upon by any Person other than the Owner of the Unit requesting such certificate. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8. Lien for Assessments

The Association shall have a lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Florida law), lien and recording fees and costs of collection (including attorney’s fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and recorded prior to the date the Association perfects its lien. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as a mortgage on real property is foreclosed under Florida law.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association.

The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to

foreclosure of the first Mortgage shall extinguish as to the Mortgagee (except as Florida law allows collection from a mortgagee or person in a similar situation) and any successor owner, the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.6, including such acquirer, its successors and assigns. This section does not release any Owner against whom an assessment has been thereof assessed from liability for the payment thereof.

8.9. Exempt Property

The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Association as are included in the Area of Common Responsibility pursuant to Section 7.2;

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Neighborhood Common Area.

8.10. Property Transfer Fees

(a) *Authority:* In addition to the assessment obligations set forth in this Article, the Association is hereby authorized to establish and collect a transfer fee upon each transfer of title to a Unit, unless such transfer is exempt as provided in Section 8.11(d). The fee shall be payable to the Copperleaf Golf Club Community Association, Inc. and deposited in the Association's Replacement Reserve Fund at the closing of the transfer, by the Person taking title to the Unit being transferred. Such property transfer fee shall constitute an assessment against the Unit secured by the Association's lien as set forth in Section 8.8.

(b) *Fee Limit:* The Board shall have the sole discretion to determine the fixed amount and method of determining any such property transfer fee, which may, but is not required to, be determined based upon a sliding scale which varies in accordance with the "Gross Selling Price' of the property or another factor as determined by the Board, provided, however, any such fee shall be equal to an amount not greater than one percent of the Gross Selling Price of the property or $300,000, whichever is less. For the purpose of determining the amount of the property transfer fee, the "Gross Selling Price" shall be the total cost to the purchaser of the property, excluding taxes and title transfer fees as shown by the amount of tax imposed on transfers of real property by the State of Florida and Lee County.

(c) *Purpose:* All property transfer fees which the Association collects shall exclusively be deposited in, a segregated account designated for the Copperleaf Golf Club Community Association. Inc. and deposited in the Association's Replacement Reserve Fund.

(d) *Exempt Transfers:* Notwithstanding the above, no transfer fee shall be levied upon transfer of title to a Unit:

(i) by a builder who held title solely for purposes of development and resale;

(ii) by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the transfer fee;

(iii) by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the transfer fee;

(iv) of an undivided interest in a Unit by the Owner thereof to any then existing co-Owner(s) of such Unit; or

(v) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

8.11. Borrowing from the Replacement Reserve Fund for Capital Spending

(a) *Authorization:* The Board of Directors shall be empowered and authorized to borrow monies with interest from the Replacement Reserve Fund for the purpose of internally financing or re-financing the acquisition of additional assets or asset enhancements.

(b) *Lending Limits:* The amount of any loan approved under this section shall be limited to an amount that is prudent, based upon a review of the loan itself, a review of any outstanding loans, and a review of the existing assets and liabilities of the Replacement Reserve Fund. The outstanding indebtedness of the Replacement Reserve Fund shall be limited to $750,000. No loan shall be approved which would cause this limit to be exceeded.

(c) *Re-payment Schedule:* The Board of Directors shall be authorized to set any prudent re-payment schedule, provided that the proposed re-payment schedule is clearly stated in the loan documents approved by the Board.

(d) *Interest Rate:* The rate of interest charged on loans authorized under this section shall be at least equal to that most recently obtained on monetary investments made on behalf of The Replacement Reserve Fund. The interest rate on a particular loan may be either fixed or variable and must be clearly stated in the loan documents approved by the Board.

(e) *Approval Process:* Any loan authorized under this section shall require the affirmative vote or written consent of Neighborhood Representatives representing more than 50% of the total votes allocated to Units.

(f) *Exception:* Notwithstanding the above (a) through (e), the Operating Fund of Copperleaf Golf Club shall be authorized to borrow from and maintain indebtedness to The Replacement Reserve Fund in an amount not to exceed $100,000. Said borrowing shall be limited to the purpose of relieving temporary cash deficiencies in the Operating Fund, shall be repaid typically within 90 days, and shall incur no interest charges.

PART FOUR: COMMUNITY DEVELOPMENT

The Declaration reserves various rights to the Association in order to facilitate the smooth and orderly development of Copperleaf Golf Club and to accommodate changes in the master plan which inevitably occur as a community this size grows and matures.

ARTICLE IX. EXPANSION OF THE COMMUNITY

9.1. Expansion by the Association

The Association may also subject additional property to the provisions of this Declaration by recording a Supplemental Declaration in the Public Records describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of Neighborhood Representatives representing more than 50% of the votes of the Association represented at a meeting duly called for such purpose and the consent of the owner of the property.

9.2. Additional Covenants and Easements

The Association may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to provide services and authorizing the Association to recover its costs through Neighborhood Assessments, Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Association, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.3. Effect of Filing Supplemental Declaration

Any Supplemental Declaration recorded pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

ARTICLE X. ADDITIONAL RIGHTS RESERVED TO ASSOCIATION

10.1. Right to Approve Additional Covenants

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Association's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Association and recorded in the Public Records.

10.2. Exclusive Rights to Use Name of Development

No Person shall use the name "Copperleaf," or any derivative of such name in any printed or promotional material without the Association s prior written consent.

10.3. Termination of Rights

The rights contained in this Article shall not terminate until the earlier of (a) 40 years from the date this Declaration is recorded in the Public Records.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a planned community, with its wide array of properties and development types and its ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the Declarant, the Association, and others within or adjacent to the community.

ARTICLE XI. EASEMENTS

11.1. Easements in Common Area

Each owner has been granted and continues to be granted, a non-exclusive right and easement of the use, access and enjoyment in and to the Common Areas subject to the following:

(a) The Governing Documents, any Covenant to Share Costs, and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt Rules and Regulations governing the use and enjoyment of the Common Area and Club Facilities, including rules limiting the number of guests who may use the Common Area or Club Facilities;

(d) The Club facilities which are for the exclusive use of the Members and for the use by Club Members as permitted by the Board. The Board of Directors, however, shall have the right to approve use of the Club facilities for organized non-member golfing and other events. The Association, subject to the usage rules and regulations approved by the Board of Directors, shall permit Members to extend the use of the Club facilities to their families, lessees and guests.

(e) The right of the Association to transfer, lease, or assign the use rights, operating rights and profits from the Club Facilities or any portion thereof to a third Person under the terms and conditions agreed upon by the Board;

(f) The right of the Board to suspend the right of an Owner to use recreational areas or Club Facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to the By-Laws;

(g) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(h) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational areas or Club Facilities situated upon the Common Area;

(i) The right of the Board to permit use of any recreational areas or the Club Facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

(j) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property, or pledge its stream of income, as security for money borrowed or debts;

(k) The right of the Board or its designee to establish Rules and Regulations for the use of any recreational areas and the Club Facilities, including, but not limited to, the right to restrict the retrieval of lost golf balls; and

(l) The rights of certain Owners to the exclusive use of those portions of the Common Area designated “Exclusive Common Areas,” as described in Article XII.

11.2. Easements of Encroachment

The Declarant has granted reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and

knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3. Easements for Maintenance, Emergency and Enforcement

The Association has easements over the Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcement of the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry on to a Unit shall only be during reasonable hours and after notice to the Owner of such Unit.

11.4. Easements for Lake and Pond Maintenance and Flood Water

The Declarant has reserved for itself, any private water company, public or private utility company, the Association, Community Development District, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Property to (a) install, operate, maintain, and replace pumps, equipment, and outfall structures to draw upon the surface water and to supply irrigation water both within and outside of the Properties; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. The Declarant, any private water company, public or private utility company, the Association, Community Development District, and their successors, assigns and designees shall have an access easement over and across any of the Properties abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

The Declarant has further reserved for itself, the Association, a Community Development District, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area adjacent to or within 100 feet of bodies of water and wetlands within the Properties, in order, at their option and sole discretion, to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

11.5. Easements for Golf Course

(a) Every Unit and the Common Area and the common property of any Neighborhood Association are burdened with an easement permitting golf balls unintentionally to come upon such areas, and, unless restricted by the Association, for golfers at reasonable times and in a reasonable manner to come upon the Common Area, Neighborhood Common Area, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Association or its Members (in their capacities as such); successors-in-title to the golf

course, or assigns; any Builder, or a contractor (in their capacities as such); any officer, director or partner of any of the foregoing, or any officer or director of any partner.

(b) Any portion of the Properties immediately adjacent to any golf course is hereby burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water from the irrigation system serving such golf course. Under no circumstances shall the Association or the owner of such golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

11.6. Easement for Community Development Districts

The Declarant has granted, and every Unit, the Common Area, and Neighborhood Common Area is hereby burdened, with perpetual, non-exclusive easements to the extent reasonably necessary for ingress, egress, and access to, and installation, maintenance, repair and replacement of, property and facilities of one or more Community Development Districts which may be created. However, this easement shall not include a right to enter any enclosed structure on a Unit or to unreasonably interfere with the use of any Unit. Any damage resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement.

ARTICLE XII. ENVIRONMENTAL AREAS AND ISSUES

12.1. Assignment of Responsibilities

Within and adjacent to Copperleaf Golf Club there are various types of property such as wetlands, drainage areas, Conservation Areas, open spaces and buffers upon which restrictions, monitoring requirements, or other obligations may be imposed by local, state, federal or other governmental agencies. The Association may from time to time and at any time deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to the Association, and/or a Community Development District, which shall accept, own, maintain, and preserve the foregoing areas in accordance with the requirements of such agencies. All such areas which are conveyed to the Association shall become a portion of the Common Area, and the ownership, operation, and maintenance shall be a Common Expense. Alternatively, the Association may deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to another community association, tax exempt foundation, or similar type entity with which the Association shall cooperate, perform the responsibilities and obligations as set forth therein, and share in the costs pursuant to a Covenant to Share Costs or contributions from transfer fees collected by the Association as provided in Section 8.11.

Any of the properties and responsibilities within and adjacent to Copperleaf Golf Club such as wetlands, drainage areas, Conservation Areas, open spaces and buffers may be included within the jurisdiction of a Community Development District. If a Community Development District is established, the Association shall cooperate with and perform the responsibilities delegated to it by the Community Development District.

12.2. Surface Water Management System

(a) No structure of any kind shall be constructed or erected, nor shall any Person in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System reserved for, or intended by Association to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any permits therefor, or plat or instrument of record, without the specific written permission of the Association.

(b) An Owner or Neighborhood Association shall in no way deny or prevent ingress and egress by the Association or Community Development Districts to such Surface Water

Management System and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Association, Community Development District, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Unit shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established Surface Water Management System without the prior written consent of the Association.

(d) Water management for any Unit or Neighborhood shall be provided in accordance with the overall Surface Water Management System for the Properties. Surface water drainage and management including but not limited to, storm water treatment and storage capacity, shall conform to the overall Surface Water Management System requirements and permits for the Properties and meet with the approval of the Declarant and the Community Development District.

(e) Lakes and spillways in any Neighborhood or Unit are part of a functioning water management system and any use by an Owner or Neighborhood Association shall be on a non-interfering basis only. Additional on-site storm water treatment areas may be required and constructed in the future.

(f) The use of any lake or wetland within the boundary of a Neighborhood or Unit shall be managed by the Association. Owners shall cooperate in maintaining the same in a clean, attractive, pristine manner in or to be aesthetically pleasing.

(g) No boats or other watercraft powered by gasoline or diesel fuel shall be permitted on any body of water within the Properties except as may be required by the Association, the Community Development District.

(h) The use of pesticides in any lake or wetland is prohibited, excepting only any such use by the Association, the Community Development District.

(i) No wells may be drilled, dug or installed within any Unit or Neighborhood except by the Association or with the Association 's written consent.

12.3. Conservation Areas

Any portions of the Common Area designated as a Conservation Area shall be maintained and preserved by the Association in accordance with the rules and regulations of Lee County, Florida and the South Florida Water Management District. The Association shall not, and it shall prohibit any Person from, undertaking or performing any activity or improvements to a Conservation Area, or to remove any native vegetation, without the prior approval of the foregoing agencies. No excavation, placement of debris, dumping, construction, or other activity shall be permitted in a Conservation Area.

12.4. Open Space and Buffers

Any property conveyed or dedicated to the Association and which is designated as open space, landscape buffer, preserve area, or Conservation Area on any plat, permit, or other document recorded in the Public Records shall be owned and maintained by the Association in a natural on condition. The Association or any subsequent owner shall not do anything which diminishes or destroys the open space, buffers, preserve area or Conservation Areas, and such areas shall not be developed for any purposes except that which improves or promotes the use and enjoyment thereof for open space purposes.

Any landscape buffer installed and maintained in the Common Area under requirements of Lee County, Florida, ordinances or any other governmental entity and which is located in an easement area shall be permanently maintained by the Association. In the event that any portion of the landscaping consisting of trees and shrubs in such easement areas are removed, the Association shall replace the trees and shrubs with trees and shrubs which are approved by the Board upon ARC's advice as a Common Expense of the Association and without expense to Lee County, Florida or such other governmental entity with jurisdiction over the buffer.

12.5. Effluent Disposal and Water Supply

All Owners understand and irrevocably consent by the act of purchasing or occupying a Unit within the Properties to the possibility of irrigation of the Common Area, Club Facilities and other areas within the Properties with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction.

All Units and Neighborhoods within the Properties shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line. Each Owner and Neighborhood Association shall be required to connect the water lines on his Unit or Neighborhood Common Area to the lines of the utility provider(s) providing service within the Properties. The Association, its designees, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Properties for any legal purpose, including the distribution and use of such water beyond the Properties. The conveyance of any Unit to an Owner or parcel to a Builder by the Association does not include the right to develop or utilize the ground or surface water resources within such Unit or parcel.

12.6. Environmental Permits and Reporting

The Association may be responsible for monitoring, maintaining, repairing, reporting and performing obligations arising out of any Environmental Permits as may be designated by Association from time to time. Declarant may notify Association in writing of the applicable Environmental Permit along with a copy thereof or summary of the monitoring, maintenance, repair, reporting or other performance obligations. An Owner shall in no way deny or prevent ingress and egress by the Declarant, the Association, or Community Development District to areas necessary for performance of such obligations arising under such Environmental Permits.

The right of ingress and egress, and easements therefor, are hereby specifically reserved and created in favor of the Association, any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress for purposes. related to any Environmental Permits.

12.7. Disaster Management

The Properties are located in a hurricane vulnerability zone. The hurricane evacuation time in Lee County, Florida, is high, and hurricane shelter space is limited. The Association shall have the authority to prepare disaster management plans and educational information regarding hurricane threats. The Association may, but shall not be obligated to take reasonable precautions to mitigate the hardship caused by foreseeable natural disasters through development of disaster management plans. The Board may establish preparations for the Association and its Members, budgeting, staffing, and coordination with local authorities and with contractors, suppliers, and insurers. The expense of developing, updating and implementing the disaster management plan, if any, shall be included as a Common Expense in the Association's budget.

ARTICLE XIII. EXCLUSIVE COMMON AREAS; PARTY WALLS; OTHER SHARED STRUCTURES AND SIDEWALKS

13.1. Designation and Use of Exclusive Common Area

Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be a Neighborhood Expense allocated among the Owners in the Neighborhood(s) to which the Exclusive Common Areas are assigned.

Initially, any Exclusive Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon approval of the Board and the vote of Neighborhood Representatives representing more than 50% of the total votes in the Association, including a majority of the votes within the Neighborhood(s) affected by the proposed assignment or reassignment.

The Association may, upon approval of a majority of the members of the Neighborhood Committee or board of directors of the Neighborhood Association for the Neighborhood(s) to which any Exclusive Common Area is assigned, permit Owners of Units in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Area.

13.2. Rules Regarding Party Walls

Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the governing documents for any Neighborhood Association include any provisions regarding party was or structures which differ or supplement these provisions, the governing documents of the Neighborhood Association shall govern.

The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIV.

13.3. Sidewalks and Storm Basin

The Association is responsible for the maintenance, repair, replacement, and correction of any unsafe conditions with regard to the sidewalk which parallels Copperleaf Boulevard, excluding pavers and other materials which constitute part of an Owner's driveway. The Association is also responsible for the maintenance, repair, and replacement of the storm basins located in the Copperleaf Community, including culverts, pipes, and all other appurtenances thereto.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Copperleaf Golf Club as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in the community.

ARTICLE XIV. LIMITATION ON LITIGATION

14.1. Consensus for Association Litigation

Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval at least 66% of the Neighborhood Representatives. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c} proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions that are exempt from this provision under Florida law. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE XV. CLUB FACILITIES

15.1. Club Members

Members shall have easements and a right to use the Club Facilities as more specifically defined and restricted in Section 11.1. The Board, with the approval of the Neighborhood Representatives, shall have the authority to establish annual golf, tennis, swimming, social, dining, and other types of club memberships for Persons who are not Owners or residents within the Properties "Club Members." Club members, if established, shall not be Members of the Association nor have voting rights. Club members' rights and interests shall be limited to the recreational and social privileges granted to such class of club members

15.2. Use of Membership

Members shall have easements and a right to use the Club Facilities as more specifically defined and restricted in Section 11.1. The easements and use rights to Club Facilities associated with membership are appurtenant to and inseparable from ownership of a Unit and shall extend to no more than two (2) natural persons who are either the Owner of a Unit, the spouse of a Unit Owner, the "significant other" of a Unit Owner, the designee of a Unit Owner, or a designee of a corporate unit Owner. The children of one (1) of the designated natural persons who are under the age of twenty-one (21) shall also be allowed to use the easements and use rights to the Club Facilities. The two (2) natural persons from each Unit who are permitted to use the Club Facilities must be designated in one of the following groups:

15.2.1. Husband and Wife

If a husband and wife are the record title holders of a Unit, each will be allowed to use the Club Facilities. Their children will also be allowed use of the Club Facilities. The children who are

under the age twenty-one (21) of one (1) of the natural persons holding membership privileges will be allowed to use the Club Facilities.

15.2.2. One Spouse Owns Unit

If only one (1) spouse is the record title holder of a Unit the other spouse automatically will be considered the Member with the privilege to use the Club Facilities unless the record title holder notifies the Association in writing and designates another natural person to hold the privileges of membership. If designating someone other than their spouse, the record title holder must also provide acceptable proof to the Association that the nominated natural person resides permanently in their Unit. If this is the case, the other spouse forfeits all privileges of membership. The children who are under the age of twenty-one (21) of one (1) of the natural persons holding membership privileges will also be allowed use of the Club Facilities.

15.2.3. Two or More Unrelated Owners

If two (2) or more natural persons are record title holders, they must notify the Association in writing and designate the two (2) natural persons holding membership privileges and provide acceptable proof to the Association that the nominated natural person permanently resides in their Unit. One (1) of the natural persons holding membership privileges of the Unit must be a record title holder. The children who are under the age of twenty-one (21) of one (1) of the natural persons holding membership privileges will also be allowed use of the Club Facilities. The designation of who shall have membership privileges may not be changed more than four (4) times in one (1) calendar year.

15.2.4. One Owner

If there is only one (1) natural person title holder, he or she shall have the option of designating an additional natural person to hold membership privileges who shall be limited to a blood relative or an in-law or a significant other, "Status." A "significant other" is defined as a natural person, who is a partner, mate, boyfriend, girlfriend, or someone with whom the one natural title holder shares an intimate, romantic, or committed relationship. The record title holder shall notify the Association in writing and provide such information that the Association may reasonably require, including the Status of the natural person so designated. A Transfer Fee is not applicable, and this designation may be changed only one (1) time in a twelve (12) month period.

15.2.5. Non-Natural Owner

If a Unit is owned by a corporation, trust, partnership, sole proprietorship, association or other legal entity, the record title holder of the Unit shall notify the Association in writing and designate up to two (2) natural persons who shall hold membership privileges. The children who are under the age of twenty-one (21) of one (1) of the natural persons holding membership privilege will also be allowed use of the Club Facilities. This designation of who shall have membership privileges may not be changed more than four (4) times in any calendar year.

15.3. Delegation of Use

A Member may temporarily delegate his or her rights to use the Club Facilities to non-resident guests, subject to such guest policies established by the Board and to any applicable limitations, restrictions, requirements or fees as may be established from time to time by the Board. Members shall be responsible for the conduct of their guests and any damage to the Club Facilities or violation of the Rules and Regulations imposed by the Board regarding its use may be Specifically Assessed against the Member and his or her Unit.

An Owner may delegate his or her rights to use the Club Facilities to any tenants or lessees of the Unit, provided such tenants or lessees constitute a recognized grouping as defined in Section

15.2, and subject to any limitations, restrictions, requirements, and fees as may be established by the Board. The Association may require that Owners use lease forms approved by the Association and may impose a fee on the lease or transfer of any Unit and privilege to use the Club Facilities in such amount as may be reasonably determined by the Board and which may be graduated in rates based on length of the lease, type of occupancy, anticipated use of the Club Facilities, other factors deemed appropriate by the Board. Additionally, the Association may require the prior payment of a lease deposit to ensure the compliance with the Association's Use Restrictions, any Rules and Regulations governing the use of the Club Facilities, and to constitute liquidated damages in the event of non-compliance or damage to the Common Area. Any Owner which leases his or her Unit shall be presumed to have delegated his or her easements and rights to use of the Club Facilities to his or her tenant or occupant, and such Owner's easements and rights to use shall be suspended during the term of the lease.

The use rights and privileges delegated to a guest or tenant may be limited to a greater extent than the use rights and privileges of an Owner occupying his or her Unit. Such limitations may be enacted by the sole discretion of the Board and may include, without limitation, imposing additional or higher fees, restrictions regarding reservation of tee times, and periods of use being reserved or restricted.

ARTICLE XVI. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

16.1. Notices of Action

An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an “Eligible Holder”), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

16.2. No Priority

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.3. Notice to Association

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

16.4. Failure of Mortgagee to Respond

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

16.5. Construction of Article XVI

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

PART SEVEN: CHANGES IN THE COMMUNITY

Communities such as Copperleaf Golf Club are dynamic and constantly evolving as circumstances, technology, needs and desires, and laws change, as the residents age and change over time, and as the surrounding community changes. Copperleaf Golf Club and its governing documents must be able to adapt to these changes while protecting the things that make Copperleaf Golf Club special.

ARTICLE XVII. CHANGES IN OWNERSHIP OF UNITS

Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title. Such transfer may be subject to assessment in accordance with Section 8.10.

ARTICLE XVIII. CHANGES IN COMMON AREA

18.1. Condemnation

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking, Neighborhood Representatives representing at least 75% of the total votes of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

18.2. Partition

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

18.3. Transfer or Dedication of Common Area

The Association may dedicate portions of the Common Area to Lee County, Florida, or to any other local, state, or federal governmental or quasi-governmental entity.

ARTICLE XIX. AMENDMENT OF DECLARATION

19.1. By Members

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Neighborhood Representatives representing 75% of the total votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

19.2. Validity and Effective Date

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

19.3. Exhibits

Exhibits “A,” “B,” “D”, and “E” are attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. Exhibit “C” “Use Restrictions” is attached for informational purposes and may be amended as provided in Article III. Exhibit “E” “By-Laws” may be amended as provided therein.

19.4. Consent for Amendments

Notwithstanding anything to the contrary herein contained, no amendment to this Declaration, whether by Association or otherwise, may remove, revoke, impair, or prejudice the rights, priorities, or obligations of any Community Development District under the Declaration or the Bylaws without the specific written approval of such Community Development District affected thereby.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions and Restrictions has been duly executed by COPPERLEAF GOLF CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, through its undersigned officers, and affixed its corporate seal thereto as of this ___ day of _____, 2010.

ASSOCIATION:

COPPERLEAF GOLF CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

_____ By: _____

WITNESS William Hoewischer

Its: President

_____ Attest: _____

WITNESS Peter Morin

Its: Secretary

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this __ day of _____, 2010, by WILLIAM HOEWISCHER, as President for COPPERLEAF GOLF CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such entity. He is personally known to me or has produced _____ identification and did (did not) take an oath.

Given under my hand and official seal this ____day of _____, 2010.

My term of office expires on _____

_____

NOTARY PUBLIC

EXHIBIT "A"

Land Initially Submitted

AGNOLI
BARBER &
BRUNDAGE, INC.
Professional engineers, planners, surveyors & mappers

Neighborhood Designation: Whispering Ridge

DESCRIPTION OF PARCEL "A"
OF COPPERLEAF AT THE BROOKS

ALL THAT PART OF COPPERLEAF AT THE BROOKS, LYING IN SECTION 2, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER ¼ OF THE AFORESAID SECTION 2;
THENCE SOUTH 89°52'31" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 2 A DISTANCE OF 62.81 FEET;
THENCE LEAVING SAID SOUTHERLY LINE NORTH 0°07'29" WEST A DISTANCE OF 911.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;
THENCE NORTH 76°29'15" EAST A DISTANCE OF 142.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°59'36" AN ARC DISTANCE OF 22.68 FEET;
THENCE NORTH 50°29'40" EAST A DISTANCE OF 52.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET;
THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°37'02" AN ARC DISTANCE OF 44.71 FEET;
THENCE NORTH 76°06'41" EAST A DISTANCE OF 12.04 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 352.50 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°58'49" AN ARC DISTANCE OF 49.10 FEET;
THENCE NORTH 84°05'30" EAST A DISTANCE OF 164.70 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 352.50 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°20'55" AN ARC DISTANCE OF 69.82 FEET;
THENCE SOUTH 84°33'35" EAST A DISTANCE OF 257.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET;
THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 108°53'25" AN ARC DISTANCE OF 47.51 FEET;
THENCE SOUTH 24°19'50" WEST A DISTANCE OF 75.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 352.50 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°31'43" AN ARC DISTANCE OF 34.01 FEET;
THENCE SOUTH 29°51'32" WEST A DISTANCE OF 70.01 FEET;
THENCE SOUTH 65°40' 10" EAST A DISTANCE OF 138.38 FEET;
THENCE SOUTH 24°19'50" WEST A DISTANCE OF 199.33 FEET;
THENCE SOUTH 65°40'10" EAST A DISTANCE OF 35.00 FEET;
THENCE NORTH 24°19'50" EAST A DISTANCE OF 201.54 FEET;

THENCE SOUTH 65°40'10" EAST A DISTANCE OF 130.00 FEET;
THENCE NORTH 24°19'50" EAST A DISTANCE OF 482.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET;
THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'24" AN ARC DISTANCE OF 187.59 FEET;
THENCE NORTH 78°04'14" EAST A DISTANCE OF 89.04 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET;
THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°29'07" AN ARC DISTANCE OF 131.53 FEET;
THENCE SOUTH 1°26'39" EAST A DISTANCE OF 201.44 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET;
THENCE SOUTHERLY LONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°00'00" AN ARC DISTANCE OF 26.18 FEET;
THENCE SOUTH 13°33'21" WEST A DISTANCE OF 55.94 FEET;
THENCE SOUTH 27°45'12" WEST A DISTANCE OF 77.36 FEET;
THENCE SOUTH 13°33'21" WEST A DISTANCE OF 75.00 FEET;
THENCE SOUTH 76°26'39" EAST A DISTANCE OF 135.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND WHOSE RADIUS POINT BEARS NORTH 77°06'31" EAST A DISTANCE OF 55.00 FEET;
THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°31'38" AN ARC DISTANCE OF 55.22 FEET;
THENCE SOUTH 70°25'07" EAST A DISTANCE OF 74.61 FEET;
THENCE NORTH 88°33'21" EAST A DISTANCE OF 135.09 FEET;
THENCE NORTH 1°26'39" WEST A DISTANCE OF 670.91 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 247.50 FEET;
THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°29'07' AN ARC DISTANCE OF 434.06 FEET;
THENCE SOUTH 78°04'14" WEST A DISTANCE OF 311.02 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 347.50 FEET;
THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'25" AN ARC DISTANCE OF 325.94 FEET;
THENCE SOUTH 24°19'50" WEST A DISTANCE OF 184.59 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY AND WHOSE RADIUS BEARS SOUTH 22°49'05" WEST AN ARC DISTANCE OF 267.50 FEET;
THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'39" AND ARC DISTANCE OF 81.13 FEET;
THENCE NORTH 84°33'35" WEST A DISTANCE OF 265.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 517.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°20'56" AND ARC DISTANCE OF 102.50 FEET;
THENCE SOUTH 84°05'30" WEST A DISTANCE OF 164.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 517.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°58'49" AN ARC DISTANCE OF 72.08 FEET;
THENCE SOUTH 76°06'41" WEST A DISTANCE OF 100.38 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 90.00 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°09'03" AN ARC DISTANCE OF 66.21 FEET TO THE BEGINNING OF A

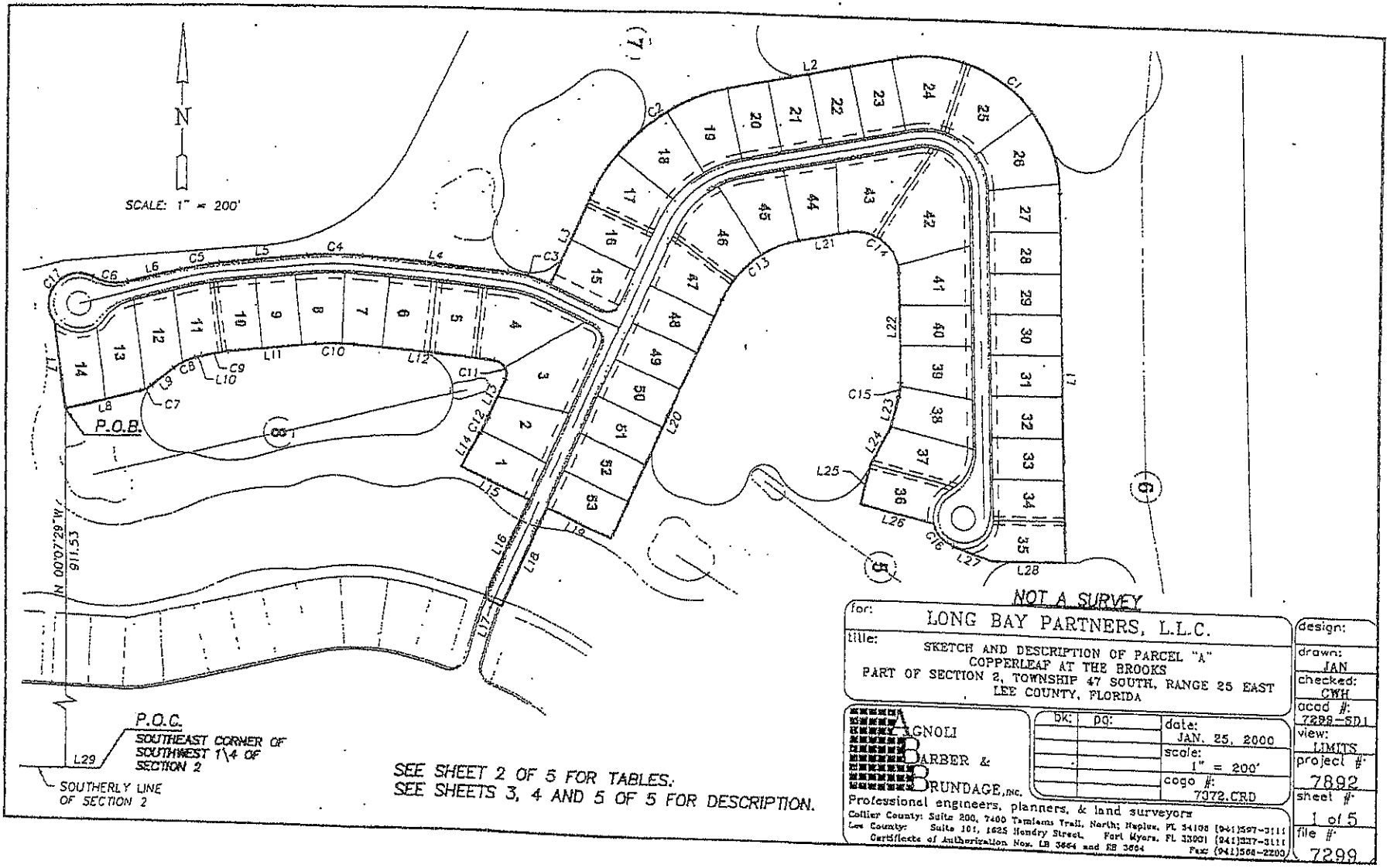
REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET;
THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 154°52'24" AN ARC DISTANCE OF 148.67 FEET;
THENCE SOUTH 7°22'09" EAST A DISTANCE OF 163.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 16.760 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

AGNOLI, BARBER & BRUNDAGE INC.,
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY _____
GEORGE W. HACKNEY P.S.M. 5606

REF. ABB DRAWING NO. 7299-SD1
789221JAN00A.DOC



for: LONG BAY PARTNERS, L.L.C.

title: SKETCH AND DESCRIPTION OF PARCEL "A"
COPPERLEAF AT THE BROOKS
PART OF SECTION 2, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

AGNOLI BARBER & BRUNDAGE, INC.
Professional engineers, planners, & land surveyors
Collier County: Suite 200, 7400 Tamiami Trail, North; Naples, FL 34108 (941)597-3111
Lee County: Suite 101, 1625 Hendry Street, Fort Myers, FL 33901 (941)337-3111
Certificate of Authorization Nos. LB 3664 and EB 3664 Fax: (941)566-2203

bk:	pg:	date: JAN. 25, 2000
		scale: 1" = 200'
		cogo #: 7972.CRD

design:	
drawn:	JAN
checked:	CWH
acad #:	7892-SD1
view:	LIMITS
project #:	7892
sheet #:	1 of 5
file #:	7299

AGNOLI
BARBER &
BRUNDAGE, INC.
Professional engineers, planners, surveyors & mappers

Neighborhood Designation: Stillwater Cay

DESCRIPTION PARCEL "B"
OF COPPERLEAF AT THE BROOKS

ALL THAT PART OF COPPERLEAF AT THE BROOKS, LYING IN SECTIONS 2 AND 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER ¼ OF THE AFORESAID SECTION 2;
THENCE SOUTH 89°52'31" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 2 A DISTANCE OF 314.94 FEET;
THENCE LEAVING SAID SOUTHERLY LINE NORTH 0°07'29" WEST A DISTANCE OF 42.69 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE NORTH 7°54'26" EAST A DISTANCE OF 158.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 52.500 FEET;
THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°34'57" AN ARC DISTANCE OF 77.50 FEET;
THENCE SOUTH 87°30'38" EAST A DISTANCE OF 274.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 347.50 FEET;
THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°29'03" AN ARC DISTANCE OF 93.91 FEET;
THENCE NORTH 77°00'19" EAST A DISTANCE OF 320.41 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 150.00 FEET;
THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°59'29" AN ARC DISTANCE OF 75.90 FEET;
THENCE SOUTH 74°00'12" EAST A DISTANCE EOF 79.24 FEET;
THENCE NORTH 15°59'48" EAST A DISTANCE OF 165.00 FEET;
THENCE SOUTH 74°00'12" EAST A DISTANCE OF 2.25 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS 25.00 FEET;
THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 39.27 FEET;
THENCE NORTH 15°59'48" EAST A DISTANCE OF 73.72 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 317.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°39'13" AN ARC DISTANCE OF 31.33 FEET;
THENCE NORTH 74°00'12" WEST A DISTANCE OF 107.39 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 447.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°59'29" AN ARC DISTANCE OF 226.43 FEET;
THENCE SOUTH 77°00'19" WEST A DISTANCE OF 319.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 52.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°29'03" AN ARC DISTANCE OF 14.19 FEET;

THENCE NORTH 87°30'38" WEST A DISTANCE OF 274.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 347.50 FEET;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°19'40" AN ARC DISTANCE OF 14.12 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET;
THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'18" AN ARC DISTANCE OF 78.40 FEET;
THENCE NORTH 0°00'00" WEST A DISTANCE OF 70.34 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1274.93 FEET;
THENCE NORTHERLY LONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°59'31" AN ARC DISTANCE OF 200.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET;
THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°47'36" AN ARC DISTANCE OF 55.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 212.50 FEET;
THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°47'54" AN ARC DISTANCE OF 192.11 FEET;
THENCE SOUTH 76°00'11" WEST A DISTANCE OF 205.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET;
THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 137°37'06' AN ARC DISTANCE OF 132.11 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 90.00 FEET;
THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°29'30" AN ARC DISTANCE OF 87.17 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1017.50 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°59'11" AN ARC DISTANCE OF 53.04 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 982.50 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°06'36" AN ARC DISTANCE OF 156.22 FEET;
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 112.71 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 217.50 FEET;
THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°39'06" AN ARC DISTANCE OF 123.95 FEET;
THENCE SOUTH 32°39'06" EAST A DISTANCE OF 66.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°54'23' AN ARC DISTANCE OF 34.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 217.50 FEET;
THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°20'51" AN ARC DISTANCE OF 149.37 FEET;
THENCE SOUTH 7°54'26" WEST A DISTANCE OF 158.99 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 982.50 FEET;

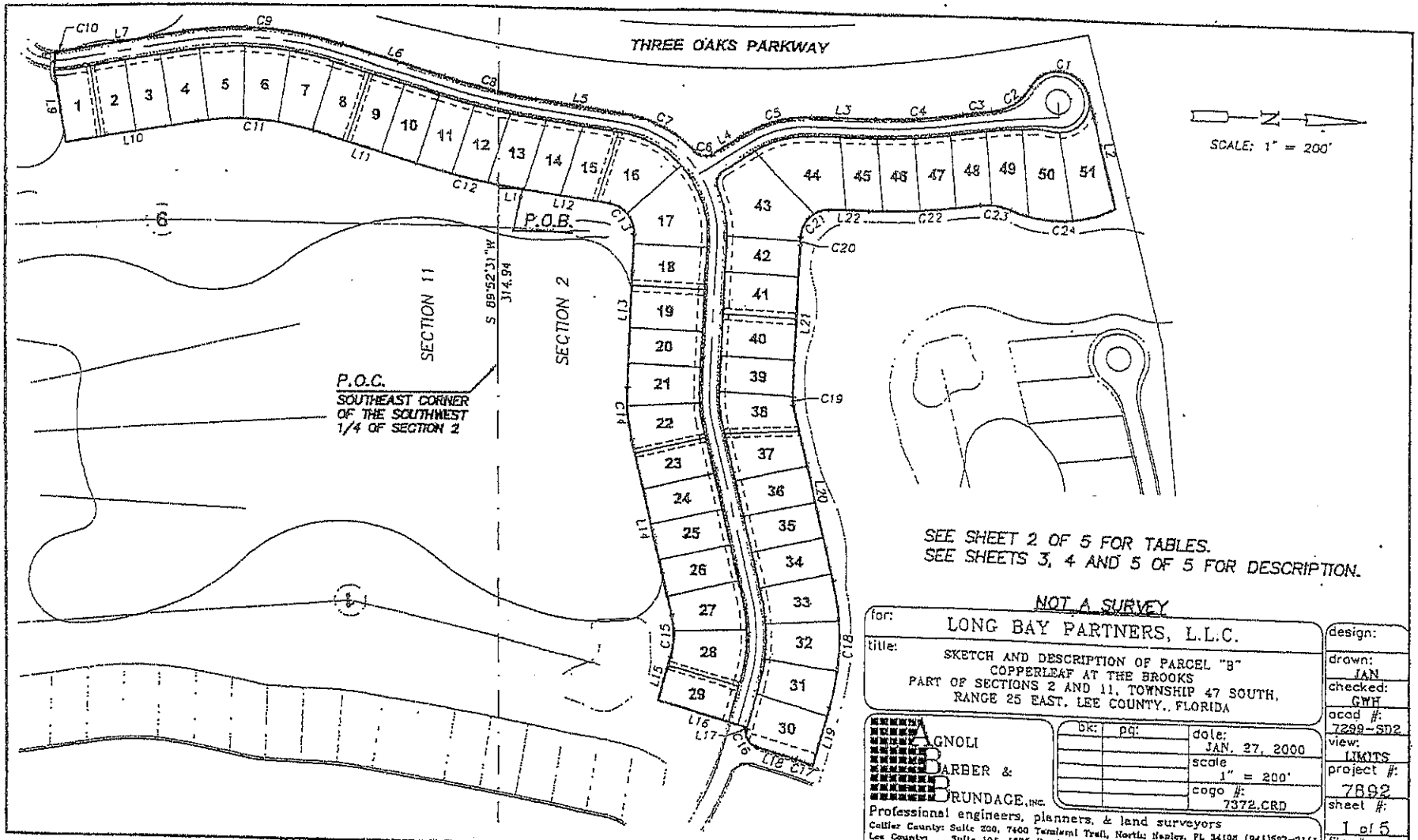
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°44'35" AN ARC DISTANCE OF 167.07 FEET;
THENCE SOUTH 17°39'00" WEST A DISTANCE OF 190.09 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 617.50 FEET;
THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°44'25" AN ARC DISTANCE OF 288.19 FEET;
THENCE SOUTH 9°05'25" EAST A DISTANCE OF 220.77 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 62.50 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°47'19" AN ARC DISTANCE OF 13.95 FEET;
THENCE SOUTH 86°18'06" EAST A DISTANCE OF 35.00 FEET;
THENCE NORTH 80°54'35" EAST A DISTANCE OF 132.42 FEET;
THENCE NORTH 9°05'25" WEST A DISTANCE OF 242.35 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 452.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°44'25" AN ARC DISTANCE OF 211.19 FEET;
THENCE NORTH 17°39'00" EAST A DISTANCE OF 190.09 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1147.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°44'35" AN ARC DISTANCE OF 195.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 13.655 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

AGNOLI, BARBER & BRUNDAGE INC.,
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY _____
GEORGE W. HACKNEY P.S.M. 5606

REF. ABB DRAWING NO. 7299-SD2
789221JAN00B.DOC


THREE OAKS PARKWAY
SCALE: 1" = 200'
P.O.B.
P.O.C.
SOUTHEAST CORNER
OF THE SOUTHWEST
1/4 OF SECTION 2
SECTION 11
SECTION 2
S 89°52'31"W
314.94
SEE SHEET 2 OF 5 FOR TABLES.
SEE SHEETS 3, 4 AND 5 OF 5 FOR DESCRIPTION.
NOT A SURVEY
for: LONG BAY PARTNERS, L.L.C.
title: SKETCH AND DESCRIPTION OF PARCEL "B"
COPPERLEAF AT THE BROOKS
PART OF SECTIONS 2 AND 11, TOWNSHIP 47 SOUTH,
RANGE 25 EAST, LEE COUNTY, FLORIDA
AGNOLI BARBER & BRUNDAGE, INC.
Professional engineers, planners, & land surveyors
Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (941)597-3111
Lee County: Suite 101, 1625 Hendry Street, Fort Myers, FL 33901 (941)337-3111
Certificate of Authorization Nos. LB 3584 and EB 3584 Fax: (941)566-2203
bk: pg:
date: JAN. 27, 2000
scale 1" = 200'
cogo #: 7372.CRD
design:
drawn: JAN
checked: GWH
acad #: 7299-SD2
view: LIMITS
project #: 7892
sheet #: 1 of 5
file #: 7299

AGNOLI
BARBER &
BRUNDAGE, INC.
Professional engineers, planners, surveyors & mappers

Neighborhood Designation: Sage Meadow

DESCRIPTION PARCEL "D"
OF COPPERLEAF AT THE BROOKS

ALL THAT PART OF COPPERLEAF AT THE BROOKS, LYING IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER ¼ OF THE AFORESAID SECTION 11;
THENCE SOUTH 89°52'31" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 11 A DISTANCE OF 133.27 FEET;
THENCE LEAVING SAID SOUTHERLY LINE SOUTH 0°07'29" EAST A DISTANCE OF 2193.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE SOUTH 12°59'41" WEST A DISTANCE OF 130.00 FEET;
THENCE NORTH 77°00'19" WEST A DISTANCE OF 81.55 FEET;
THENCE SOUTH 12°59'41" WEST A DISTANCE OF 35.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY AND WHOSE RADIUS POINT BEARS SOUTH 12°59'41" WEST A DISTANCE OF 25.00 FEET;
THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 39.27 FEET;
THENCE SOUTH 12°59'41" WEST A DISTANCE OF 83.84 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 332.50 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°38'53" AN ARC DISTANCE OF 21.17 FEET;
THENCE SOUTH 77°00'19" EAST A DISTANCE OF 427.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 352.50 FEET;
THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°23'27" AN ARC DISTANCE OF 63.93 FEET;
THENCE SOUTH 66°36'53" EAST A DISTANCE OF 211.49 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 647.50
THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°19'24" AN ARC DISTANCE OF 410.49 FEET;
THENCE NORTH 77°03'43" EAST A DISTANCE OF 366.70 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET;
THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°23'46" AN ARC DISTANCE OF 15.39 FEET;
THENCE NORTH 12°56'17" WEST A DISTANCE OF 118.55 FEET;
THENCE NORTH 77°03'43" EAST A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 317.50 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°37'37" AN ARC DISTANCE OF 75.51 FEET;
THENCE NORTH 63°26'06" EAST A DISTANCE OF 108.07 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 317.50 FEET;

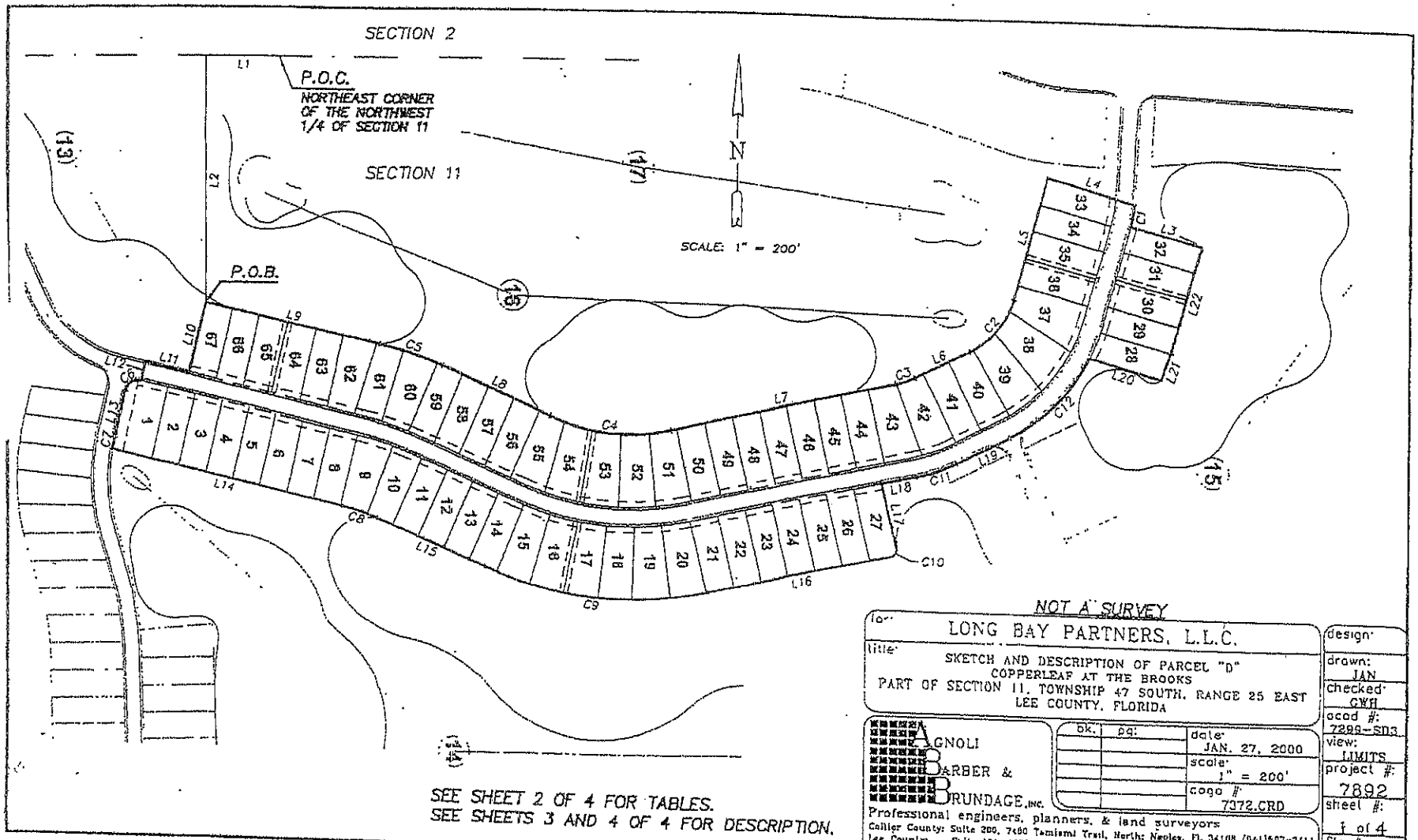
THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°05'18" AN ARC DISTANCE OF 205.52 FEET;
THENCE SOUTH 74°58'54" EAST A DISTANCE OF 131.82 FEET;
THENCE NORTH 19°57'29" EAST A DISTANCE OF 50.19 FEET;
THENCE NORTH 15°01'06" EAST A DISTANCE OF 205.00 FEET;
THENCE NORTH 74°58'54" WEST A DISTANCE OF 130.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND WHOSE RADIUS BEARS NORTH 77°02'25" WEST A DISTANCE OF 317.50 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°20'53" AN ARC DISTANCE OF 40.72 FEET;
THENCE NORTH 74°58'54" WEST A DISTANCE OF 160.73 FEET;
THENCE SOUTH 15°01'06' WEST A DISTANCE OF 233.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 152.50 FEET;
THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°25'00" AN ARC DISTANCE OF 128.87 FEET;
THENCE SOUTH 63°26'06" WEST A DISTANCE OF 108.07 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 152.50 FEET;
THENCE SOUTH 77°03'43" WEST A DISTANCE OF 408.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 352.50 FEET;
THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°19'24" AN ARC DISTANCE OF 223.47 FEET;
THENCE NORTH 66°36'53" WEST A DISTANCE OF 211.49 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 647.50 FEET;
THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°23'26" AN ARC DISTANCE OF 117.42 FEET;
THENCE NORTH 77°00'19" WEST A DISTANCE OF 321.57 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 12.348 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

AGNOLI, BARBER & BRUNDAGE INC.,
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY _____
GEORGE W. HACKNEY P.S.M. 5606

REF. ABB DRAWING NO. 7299-SD3
789221JAN00D.DOC



NOT A SURVEY

for: LONG BAY PARTNERS, L.L.C.

title: SKETCH AND DESCRIPTION OF PARCEL "D"
COPPERLEAF AT THE BROOKS
PART OF SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

AGNOLI BARBER & BRUNDAGE, INC.
Professional engineers, planners, & land surveyors
Collier County: Suite 200, 7480 Tamiami Trail, North; Naples, FL 34108 (941)597-3111
Lee County: Suite 101, 1825 Hendry Street, Fort Myers, FL 33901 (941)337-3111
Certificate of Authorization Nos. LB 3664 and EB 3664 Fax: (941)566-2203

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design:	
drawn:	JAN
checked:	CWH
acad #:	7299-SD3
view:	LIMITS
project #:	7892
sheet #:	1 of 4
file #:	7299

AGNOLI
BARBER &
BRUNDAGE, INC.
Professional engineers, planners, surveyors & mappers

Neighborhood Designation: Wisteria Pointe

DESCRIPTION PARCEL "E"
OF COPPERLEAF AT THE BROOKS

ALL THAT PART OF COPPERLEAF AT THE BROOKS, LYING IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE QUARTER ¼ OF THE AFORESAID SECTION 11;
THENCE SOUTH 82°29'27" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 11 A DISTANCE OF 2350.68 FEET;
THENCE LEAVING SAID SOUTHERLY LINE NORTH 0°30'33" EAST A DISTANCE OF 2438.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE SOUTH 7°59'11" EAST A DISTANCE OF 74.86 FEET
TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 104°58'59" AN ARC DISTANCE OF 100.78 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 90.00 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°24'12" AN ARC DISTANCE OF 33.62 FEET;
THENCE NORTH 88°26'03" EAST A DISTANCE OF 168.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 217.50 FEET;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°07'30" AN ARC DISTANCE OF 27.05 FEET;
THENCE NORTH 81°18'33" EAST A DISTANCE OF 829.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 117.50 FEET;
THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°13'55" AN ARC DISTANCE OF 121.47 FEET;
THENCE NORTH 22°04'38" EAST A DISTANCE OF 286.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 317.50 FEET;
THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°38'32" AN ARC DISTANCE OF 269.55 FEET;
THENCE NORTH 26°33'54" WEST A DISTANCE OF 33.41 FEET;
THENCE NORTH 63°26'06" EAST A DISTANCE OF 102.00 FEET;
THENCE NORTH 26°33'54" WEST A DISTANCE OF 176.00 FEET;
THENCE NORTH 45°41'46" WEST A DISTANCE OF 47.13 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY AND WHOSE RADIUS BEARS NORTH 45°41'46" WEST A DISTANCE OF 317.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°07'51" AN ARC DISTANCE OF 106.01 FEET;
THENCE SOUTH 63°26'06" WEST A DISTANCE OF 108.07 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 317.50 FEET;

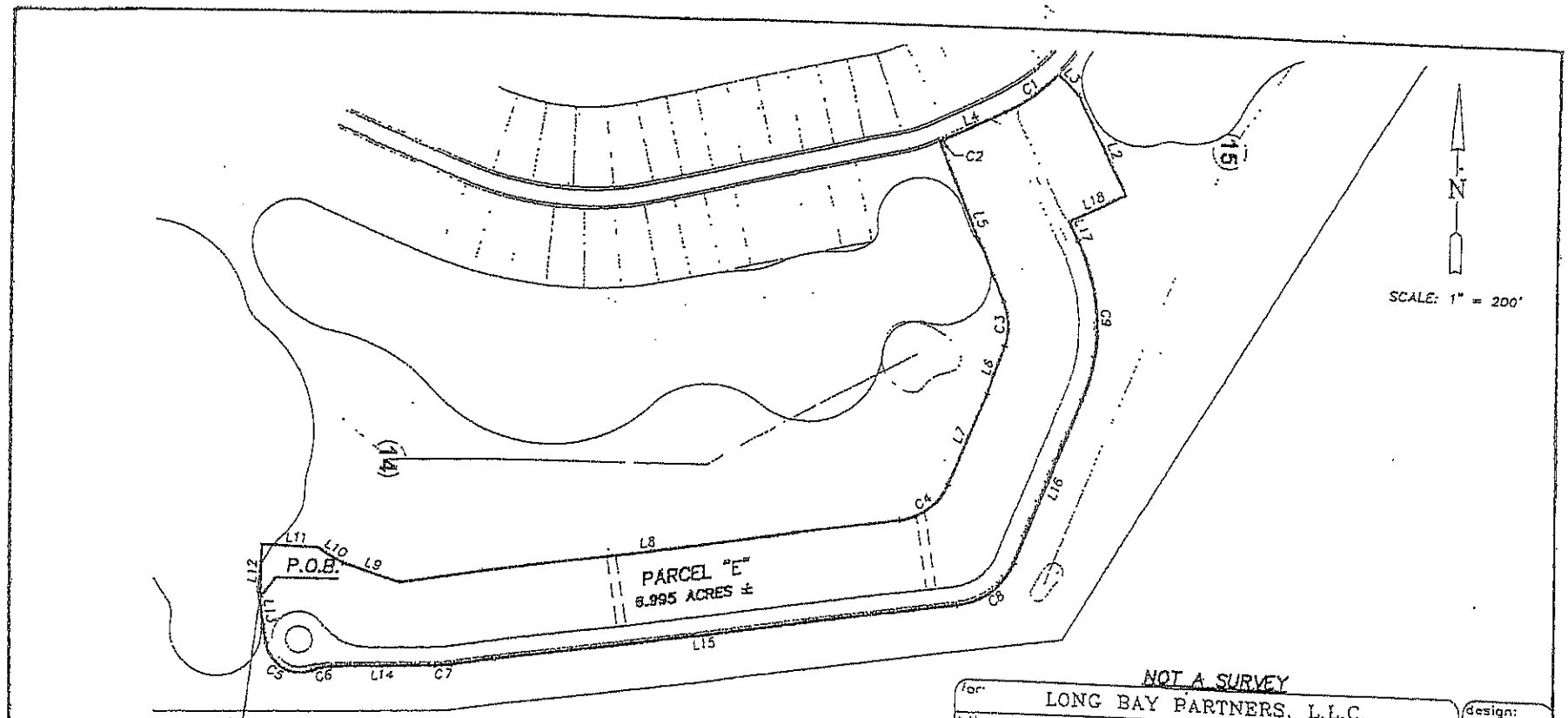
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°25'46" AN ARC DISTANCE OF 7.92 FEET;
THENCE SOUTH 22°37'25" EAST A DISTANCE OF 278.07 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET;
OR BK 03252 PG 2591
THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°59'06" AN ARC DISTANCE OF 73.28 FEET;
THENCE SOUTH 19°21'41" WEST A DISTANCE OF 85.03 FEET;
THENCE SOUTH 22°04'38" WEST A DISTANCE OF 160.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;
THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°13'55" AN ARC DISTANCE OF 103.38 FEET;
THENCE SOUTH 81°18'33" WEST A DISTANCE OF 820.85 FEET;;
THENCE NORTH 72°01'13" WEST A DISTANCE OF 96.30 FEET;
THENCE NORTH 59°40'21" WEST A DISTANCE OF 48.39 FEET;
THENCE NORTH 88°01'13" WEST A DISTANCE OF 92.53 FEET;
THENCE SOUTH 1°58'47" WEST A DISTANCE OF 88.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 6.995 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

AGNOLI, BARBER & BRUNDAGE INC.,
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY _____
GEORGE W. HACKNEY P.S.M. 5606

REF. ABB DRAWING NO. 7299-SD4
789221JAN00E.DOC



SEE SHEET 2 OF 4 FOR TABLES.
SEE SHEETS 3 AND 4 OF 4 FOR DESCRIPTION.

NOT A SURVEY

for: LONG BAY PARTNERS, L.L.C.

title: SKETCH AND DESCRIPTION OF PARCEL "E"
COPPERLEAF AT THE BROOKS
PART OF SECTION 11, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

AGNOLI BARBER & BRUNDAGE, INC.
Professional engineers, planners, & land surveyors
Collier County: Suite 200, 7400 Tamiami Trail, North; Naples, FL 34108 (941)597-3111
Lee County: Suite 101, 1625 Hendry Street, Fort Myers, FL 33901 (941)337-3111
Certificate of Authorization Nos. LB 3664 and EB 3664 Fax: (941)566-2203

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		cogo #: 7372.CRD

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drawn:	JAN
checked:	GWH
acad #:	7299-SD4
view:	LIMITS
project #:	7892
sheet #:	1 of 4
file #:	7299

EXHIBIT "B"

Land Subject to Annexation

AGNOLI
BARBER &
BRUNDAGE, INC.
Professional engineers, planners, surveyors & mappers

DESCRIPTION OF PART OF SECTIONS 2 AND 11
TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
(TRACT 6)

ALL THAT PART OF SECTIONS 2 AND 11 TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 11 THENCE SOUTH 82°29'27" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 11 A DISTANCE OF 1112.94 FEET TO THE WESTERLY LINE OF THREE OAKS BOULEVARD;
THENCE NORTH 1°33'57" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 1824.57 FEET;
THENCE LEAVING SAID WESTERLY LINE NORTH 43°26'12" EAST A DISTANCE OF 282.84 FEET TO A POINT ON THE NORTHERLY LINE OF COCONUT ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;
THENCE NORTH 88°26'03" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 1709.37 FEET;
THENCE NORTH 81°18'33" EAST A DISTANCE OF 1007.78 FEET;
THENCE NORTH 30°54'19" EAST A DISTANCE OF 1303.84 FEET;
THENCE NORTH 4°27'35" EAST A DISTANCE OF 905.00 FEET;
THENCE NORTH 1°33'57" WEST A DISTANCE OF 3071.09 FEET;
THENCE SOUTH 88°34'07" WEST A DISTANCE OF 1180.78 FEET;
THENCE SOUTH 56°53'53" WEST A DISTANCE OF 222.09 FEET;
THENCE SOUTH 25°55'16" WEST A DISTANCE OF 323.24 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 317.71 FEET;
THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°04'04" AN ARC DISTANCE OF 327.54 FEET;
THENCE SOUTH 84°59'20" WEST A DISTANCE OF 375.81 FEET;
THENCE SOUTH 76°00'11" WEST A DISTANCE OF 565.17 FEET TO THE EASTERLY LINE OF THREE OAKS BOULEVARD AND AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 75°34'07" WEST A DISTANCE OF 2500.00 FEET;
THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID EASTERLY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°54'23" AN ARC DISTANCE OF 2177.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2000.00 FEET;

Main Office: 7400 Tamiami Trail N., Suite 200, Naples, Florida 34108 (941) 597-3111 FAX: (941) 566-2203
Lee County: 1625 Hendry St., Suite 101, Fort Myers, Florida 33901 (941) 334-1173 FAX: (941) 334-1175

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°02'27" AN ARC DISTANCE OF 1292.97 FEET;
THENCE SOUTH 1°33'57" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 1163.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET;
THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID EASTERLY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

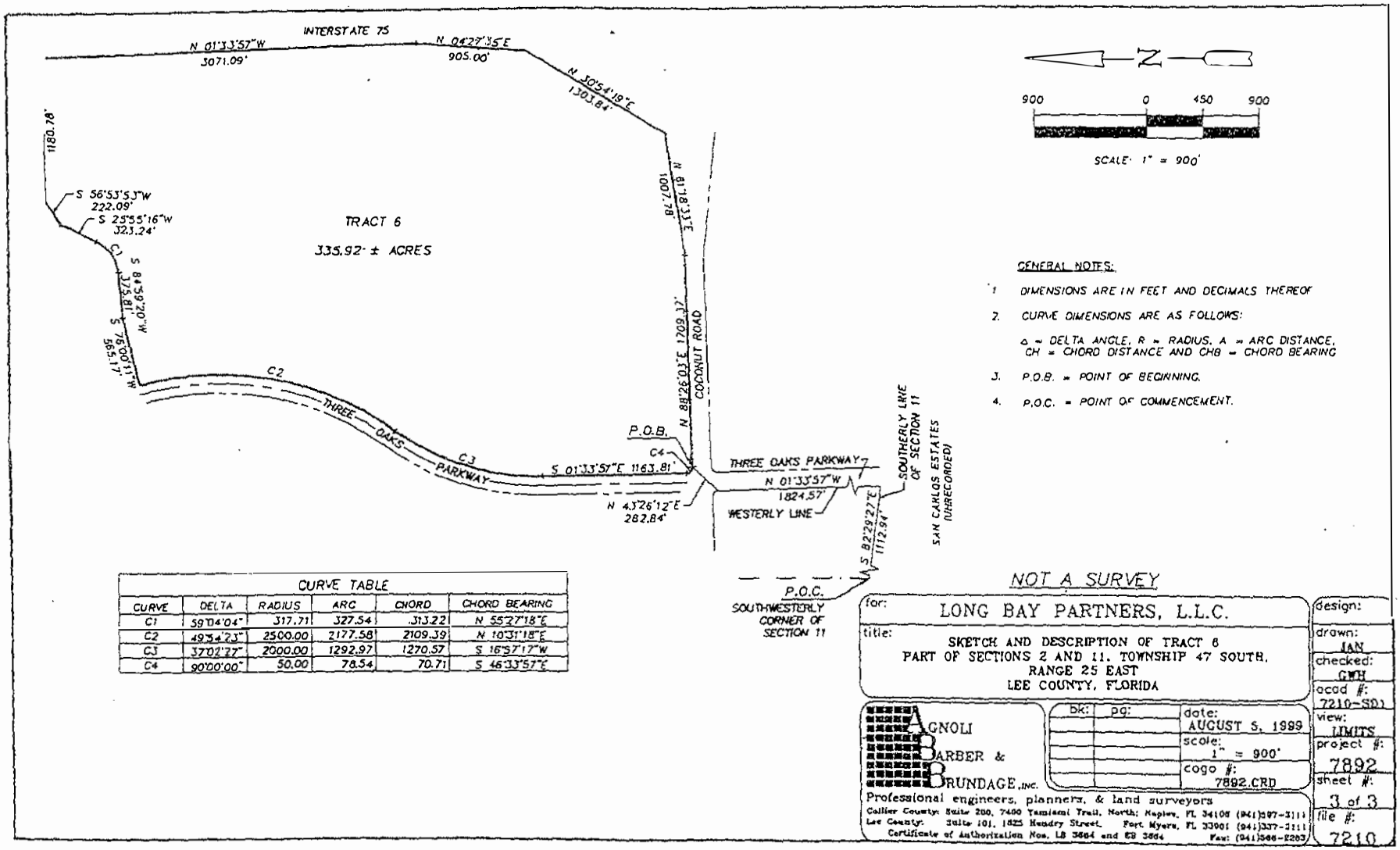
CONTAINING 335.92 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

AGNOLI, BARBER AND BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY _____
GEORGE W. HACKNEY P.S.M. 5606

REF. ABB DRAWING NO. 7210-SD1

GWH/7892_80399A



GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
2. CURVE DIMENSIONS ARE AS FOLLOWS:

   Δ = DELTA ANGLE, R = RADIUS, A = ARC DISTANCE, CH = CHORD DISTANCE AND CHB = CHORD BEARING
3. P.O.B. = POINT OF BEGINNING.
4. P.O.C. = POINT OF COMMENCEMENT.

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	59°04'04"	317.71	327.54	313.22	N 55°27'18"E
C2	49°54'23"	2500.00	2177.58	2109.39	N 10°31'18"E
C3	37°02'27"	2000.00	1292.97	1270.57	S 16°57'17"W
C4	90°00'00"	50.00	78.54	70.71	S 46°33'57"E

NOT A SURVEY

for: LONG BAY PARTNERS, L.L.C.

title: SKETCH AND DESCRIPTION OF TRACT 6
PART OF SECTIONS 2 AND 11, TOWNSHIP 47 SOUTH,
RANGE 25 EAST
LEE COUNTY, FLORIDA

AGNOLI BARBER & BRUNDAGE, INC.
Professional engineers, planners, & land surveyors
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project #:	7892
sheet #:	3 of 3
file #:	7210

EXHIBIT "C"

Use Restrictions

EXHIBIT "C"

Use Restrictions

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by the Association pursuant to Article III of the Declaration, subject to the exception contained in Section 2.2 pertaining to the speed limit.

1. ***General Restrictions:*** The Properties shall be used only for residential, recreational, and related purposes.

2. ***Vehicle Restrictions.*** The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by the Board of Directors:

    2.1. Parking of Trucks, Commercial Vehicles, Recreational Vehicle, Motor Homes, Mobile Homes, Boats, Campers, Trailers, and Other Vehicles.

        2.1.1. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere in the community except within a designated parking space, on an individual driveway or within a garage. No trucks or commercial vehicles, which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on community property, unless fully enclosed within a garage. Boats, boat trailers, semi-trailers, house trailer, campers, travel trailers, mobile homes, motor homes, recreational vehicles and the like, and any vehicles not in operable condition or validly licensed, may not be kept within the community unless fully enclosed within a garage. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. No vehicle may be parked on or along any street within the Community during the hours between midnight and 8 am or anytime within fifty (50) feet of any golf cart crossing or traffic stop sign.

            2.1.1.1. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, lettering, signs, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

            2.1.1.2. "Trucks" means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or tack has been enclosed by a cap "topper" or other enclosure. The tern' "truck" shall specifically exclude passenger automobiles, vans and light pick-up, trucks with single rear wheels of no more than one (1) ton designation in a presentable condition and which will fit within an enclosed garage, shall be permitted. The term "vans and light pick-up truck" is defined to mean vehicles with no more than one (1) ton, rear single wheels or less rated weight carrying capacity;

            2.1.1.3. "Boats" means anything manufactured, designed, marketed, or used as a craft for water flotation capable of carrying one or more persons or personal property.

            2.1.1.4. "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed, or used for the purpose of camping, recreation, or

temporary housing of people or their personal property.

2.1.1.5. "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in sections, which are manufactured, designed, marketed, or used as a permanent dwelling.

2.1.1.6. "Motorcycle" means any motor vehicle on two or three wheels propelled by an engine of 1/2 horsepower or more and shall include ATV"s, motor scooters, motorcycles, and mopeds powered by engines of 1/2 horsepower or more.

2.1.1.7. "Motor Homes" or "Recreational Vehicle" means any vehicles which are self-propelled, build on a motor vehicle chassis, and which are primarily manufactured, designed, marketed, or used to provide temporary living quarters for camping, recreational, or travel use. Vehicles satisfying the foregoing criteria, and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

2.1.1.8. No vehicle which is not currently licensed or cannot operate on its own power shall remain in the community for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays at all times, license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven (7) consecutive days shall be presumed to be unable to operate on its own power. Any member of the Board or any of the Board's agents shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the Association Rules and Regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's expense in accordance with Florida statute.

2.2. A speed limit of nineteen (19) miles per hour applies through the Association roadways which can be changed from time to time by the Board without complying with Article III of the Declaration. Unnecessary vehicle noises are to be avoided within the community.

2.3. Vehicle maintenance is not permitted within the community except in garages. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the exterior and interior of the vehicle, waxing, and checking fluid levels is permissible. Emergency repairs to vehicles such as changing a flat tire are also allowed.

3. ***Miscellaneous Restrictions.***

(a) Raising, breeding, or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. All pets shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the

dwelling. Pets shall be registered, licensed, and inoculated as required by law;

(b) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(c) Any activity which violates local, state, or federal laws or regulations;

(d) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

(e) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(f) Outside burning of trash, leaves, debris, or other materials;

(g) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable annoyance or nuisance to occupants of other Units in the Board's judgment, except alarm devices used exclusively for security purposes;

(h) Posting or maintaining any sign, banner, or advertisement, unless approved by the Reviewer under Article IV and maintained in a manner consistent with the Design Guidelines and any applicable governmental regulations;

(i) Dumping of grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff;

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(k) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records;

(l) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within the Properties, except that fishing from the shore shall be permitted with appropriate licenses. Fishing shall be restricted to such designated areas on designated lakes, ponds, streams or other bodies of waters as the Board may set from time to time by resolution. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Properties;

(m) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

(n) Use and discharge of firecrackers and other fireworks, or discharge of firearms; provided;

(o) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles generators, and similar equipment. This provision shall not apply to any underground fuel tank pursuant to Article IV;

(p) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight,

sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this subsection;

(q) Capturing, trapping or killing of wildlife within the Properties, unless authorized by the Association;

(r) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(s) Conversion of any garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article IV;

(t) Operation of motorized vehicles, golf carts, or similar items on pathways, bike trails or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes;

(v) Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Unit, or on the inside portion of a Unit and visible from the outside of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind;

(u) Installation of satellite dishes and antennas, except:

i. an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services that is one meter or less in diameter, or is a size standard in that industry for residential service, upon the Board's approval;

ii. an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement, or is a size standard in that industry for residential service, upon the Board's approval; or

iii. an antenna that is designed to receive television broadcast signals; (collectively, "Permitted Antennas") shall be permitted on Units, subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with

applicable law, in order to minimize obtrusiveness as viewed from streets, Common Area, other Units, and adjacent property. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Copperleaf, should any master system or systems be utilized by the Association and require such exterior apparatus; and

(v) Changing, altering, impeding, dumping, or otherwise interfering with the flow and volume of water in any portion of the Surface Water Management System.

4. ***Prohibited Conditions.*** The following shall be prohibited within the Properties;

   (a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;

   (b) Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair; and

   (c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that the Association shall have the right to draw water from such sources and to reduce the level of such bodies of water, if and to the extent of such permits granted by the South Florida Water Management District.

5. ***Leasing of Units.*** "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term, which requirements may vary from Neighborhood to Neighborhood. Notice of any lease, together with such additional info/illation, payment of fees, or other matters as may be required by the Board, shall be given to the Board by the Owner within 10 days of execution of the lease or prior to occupancy, whichever shall occur first. The Owner must make available to the lessee copes of the Governing Documents.

EXHIBIT "D"

By-Laws of Copperleaf Golf Club Community Association

COPPERLEAF

AT THE BROOKS™

BYLAWS

Updated February 26, 2019

TABLE OF CONTENTS

Article I. Names Principal Office and Definitions 1
1.1. *Name* 1
1.2. *Principal Office* 1
1.3. *Definitions* 1

Article II. Association: Membership, Meetings, Quorum, Voting 1
2.1. *Membership* 1
2.2. *Place of Meetings* 1
2.3. *Annual Meetings* 1
2.4. *Special Meetings* 1
2.5. *Notice of Meetings.* 1
2.6. *Waiver of Notice* 2
2.7. *Adjournment of Meetings* 2
2.8. *Voting* 2
2.9. *Majority* 2
2.10. *Quorum* 2
2.11. *Conduct of Meetings* 2

Article III. Board of Directors: Number, Powers, Meetings 2
3.1. *Governing Body Composition* 2
3.2. *Number of Directors* 3
3.3. *Nomination and Election Procedures.* 3
3.4. *Election and Term of Office* 5
3.5. *Removal of Directors and Vacancies* 5
3.6. *Organizational Meeting* 5
3.7. *Regular Meetings* 5
3.8. *Special Meetings* 5
3.9. *Waiver of Notice* 6
3.10. *Telephonic Participation in Meetings* 6
3.11. *Quorum of Board of Directors* 6
3.12. *Compensation* 6
3.13. *Conduct of Meetings* 6
3.14. *Notice to Owners, Open Meetings* 6
3.15. *Members Right to Speak* 7
3.16. *Powers* 7
3.17. *Duties* 7
3.18. *Management* 8
3.19. *Accounts and Reports* 8
3.20. *Borrowing* 9
3.21. *Right to Contract* 9
3.22. *Enforcement* 9
3.23. *Board Standards* 10

Article IV. Officers 10
4.1. *Officers* 10
4.2. *Election and Term of Office* 10
4.3. *Removal of Officers and Vacancies* 10
4.4. *Powers and Duties* 11
4.5. *Resignation* 11
4.6. *Agreements, Contracts. Deeds, Leases, Checks. etc.* 11
4.7. *Compensation* 11

Article V. General Manager 11
5.1 *General Manager (GM)* 11
5.2 *Delegation of Authority to the GM* 11
5.3 *Communication with the Board* 11

Article VI. Committees 11
6.1. *General* 12

Article VII. Miscellaneous 12
7. 1. *Fiscal Year* 12
7.2. *Conflicts* 12
7.3. *Books and Records* 12
7.4. *Notices* 12
7.5. *Oath of Office* 13
7.6 *Amendment* 13

BY-LAWS

OF

COPPERLEAF GOLF CLUB COMMUNITY ASSOCIATION, INC.

Article I. Names Principal Office and Definitions

1.1. *Name*. The name of the corporation is Copperleaf Golf Club Community Association, Inc. (the "Association").

1.2. *Principal Office*. The principal office of the Association shall be located in Lee County, Florida. The Association may have such other offices, either within or outside the state of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. *Definitions*. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Copperleaf Golf Club filed in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

Article II. Association: Membership, Meetings, Quorum, Voting

2.1. *Membership*. Each Unit shall be entitled to one membership in the Association and the record owners of legal title to Units within Copperleaf shall be considered mandatory members in the Association. Each Unit shall have one (I) indivisible vote in all matters on which the Members are entitled to vote.

2.2. *Place of Meetings*. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Properties or as convenient as possible and practical.

2.3. *Annual Meetings*.

(a) Annual meetings of the Association shall be open to the Members and a quorum of the Members shall be determined in accordance with Section 2.10. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted. The Annual Meeting shall be during the second week of January, on a date and time set by the Board.

(b) The President of the Board shall preside over the Annual Meeting of the Association or, in his or her absence, any member of the Board may preside. It is not required that all Board directors be seated or present at Annual Meetings of the Association.

(c) Any Member in Good Standing may request agenda items for the Annual Meeting by submitting a written request to the Board Secretary, not less than ten (10) days before the day of the meeting. A final decision regarding agenda items for the Annual Meeting will be at the sole discretion of the Board.

2.4. *Special Meetings*. The President of the Association may call special meetings of the Association. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members or Neighborhood Representatives representing at least 33% of the total votes of the Association.

2.5. *Notice of Meetings*.

(a) Written or printed notice stating the place, day, and hour of any Association meeting shall be delivered, either personally or by mail, to each Neighborhood Representative and to the Members and posted or published in a conspicuous place within the clubhouse, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

(b) In the case of a meeting where an amendment to the governing documents affecting the

substantive rights of the Members to elect the Board of Directors shall be voted on, written or printed notice stating the place, day, and hour of such a meeting shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, and posted or published to the membership, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

(c) In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

(d) If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Neighborhood Representatives or Members at their address as it appears on the records of the Association, with postage prepaid.

2.6. *Waiver of Notice*. Waiver of notice of a meeting of the Neighborhood Representatives or by Members when applicable shall be deemed the equivalent of proper notice Any Neighborhood Representative or Member may, in writing, waive notice of any meeting of the Neighborhood Representatives or Members, either before or after such meeting. Attendance at a meeting by a Neighborhood Representative or by a Member when applicable shall be deemed a waiver by such Neighborhood Representative or Member of notice of the time, date, and place thereof, unless such Neighborhood Representative or Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection based on lack of proper notice is raised before the business is put to a vote.

2.7. *Adjournment of Meetings*. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Neighborhood Representatives or Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or, if, for any reason, a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Neighborhood Representatives or Members in the manner prescribed for regular meetings.

The Neighborhood Representatives or Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Neighborhood Representatives or members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8. *Voting*. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.

2.9. *Majority*. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.10. *Quorum*. Except as otherwise provided in these By-Laws or in the Declaration, the presence of Neighborhood Representatives or by Members, when applicable, representing at least 30% of the total votes in the Association shall constitute a quorum at all meetings of the Association.

2.11. *Conduct of Meetings*. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

Article III. Board of Directors: Number, Powers, Meetings

A. Composition and Selection

3.1. *Governing Body Composition*. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Co-Owners of a Unit may not serve on the Board at the same time. In the

case of a Member who is not a natural person, any officers, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

3.1.1 *Ex-Officio Member*. The most recent past president of the Board of Directors not holding a seat on the current Board, may have the right to a seat on the Board as an ex-officio member without voting rights, for a maximum period of one year during the period January through December. There shall be only one seated past president ex-officio member.

3.2. *Number of Directors*. The Board shall consist of three to seven directors, as established by the Board from time to time, by resolution. The initial Board shall consist of three directors as identified in the Articles of incorporation.

3.3. *Nomination and Election Procedures*.

(a) *Candidates*

(1) All Members in Good Standing shall be eligible to serve on the board of directors. A candidate shall have his or her name listed on the election ballot, by notifying the Association in writing at least forty-five (45) days in advance of the election. No nominations from the floor will be accepted at the Annual Meeting.

(2) As candidate notifications are received by the Association, a listing of candidates will be posted in a conspicuous place within the clubhouse and said posting will be updated as candidate notifications are received.

(b) *Election Committee*

(1) The Election Committee shall consist of a Chair, who shall not be a member of the Board or a spouse of a member of the Board and three or more Members who shall not be members of the Board, spouses of Board members, candidates or spouses of candidates.

(2) The Election Committee Chair and committee members shall be appointed by the Council of Presidents (COPs) not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed and such appointment shall be announced in the notice of each election.

(3) The Election Committee shall use reasonable efforts to identify and solicit candidates, who represent the diversity of Members within the Association.

(4) The Election Committee shall be solely responsible for all details of the election process, including but not limited to timeline, arrangements for the community forum, formatting and distribution of all election materials and authorization for ballot recounts, if any.

(c) *Election and Voting Materials*

(1) Any written materials distributed to the Members by the Association regarding any election shall be non-partisan, other than biographies supplied by the candidates.

(2) Election ballots shall be limited to an alphabetical listing of the candidates by surname, in the same style and font, and no images, affiliations or designations, including the word "incumbent," shall be included. No ballot or other election materials shall endorse, disparage or comment on any candidate.

(3) Formatting and reproduction of election materials will be coordinated by the Association administrative staff, at the sole direction of and approval by the Election Committee, prior to dissemination to the Members

(d) *Balloting*

(1) Elections shall be by written ballot and candidates shall be elected at large by the Members

in Good Standing in the Association, as of the day of the election. The candidates who receive a plurality of the votes cast shall be elected.

(2) Ballots will be provided to all Members, in accordance with Section 6.3 of the Declaration. Specific requirements constituting a valid ballot shall be listed on the face of the ballot.

(3) In order to preserve the confidentiality of election ballots, completed ballots shall be returned to the Association via return mail or in person, in ballot envelopes provided by the Association. A Member may waive the right of secrecy of his or her ballot.

(4) The ballots shall be counted on the day of the Annual Meeting of the Association, at a time and place determined by the Election Committee. Any ballot received after the first vote is counted shall be invalid.

(e) *Vote Counting*

(1) The Chair of the Election Committee shall appoint separate Monitors and Vote Tabulators, who shall not be members of the Board, spouses of Board members, or spouses of candidates and who may be members of the Nominating Election Committee. On the day of the Annual Meeting, the appointed Monitors and Vote Tabulators shall preside over the collection and counting of the ballots.

(2) The results of the election shall be announced by the Chair of the Election Committee at the Annual Meeting and the new Board members shall take office at the final adjournment of the meeting. If two or more candidates for the same position receive the same number of votes, the winner between the two tied candidates will be decided by the flip of a coin.

(3) Any recount must be requested by any candidate or by his or her representative, or by the Election Committee within forty-eight (48) hours of the announcement of the election results. Authorization for any recount will be determined by the Election Committee at its sole discretion. If a recount is authorized, the subsequent tabulation of all votes will be initiated as soon as reasonably possible and the same Monitors and Vote Tabulators utilized in the original ballot tabulation will conduct the recount to the extent possible. Any recount session will be open to the candidates only, or their representative and the Election Committee Chair shall supervise the recount.

(4) Once the initial or recount vote tabulation is certified, the appointed Monitors will sign an affidavit, acknowledged by a notary, attesting to the accuracy of the vote count. The signed affidavit and vote count will be submitted to the Association Manager and will be filed as retained records of the Association.

(5) Any Member may request and receive a copy of the certified initial or recount vote tabulation from the Association office.

(f) *Appeal Process*

(1) Following the certification of the initial or recount vote tabulation, any Member may challenge the procedure(s) utilized in the election process, by submitting a written request for an appellate hearing to the Chair of the Election Committee. Said request must be submitted by no later than five (5) business days following the initial or recount vote certification.

(2) The request for appeal shall include detailed, supporting criteria and a final decision regarding the appeal will be made at the sole discretion of the Election Committee.

(3) Upon receipt of a request for an appellate hearing, the Chair of the Council of Presidents will be so notified, such notification to include a request to appoint an Election Appeal Ad Hoc Committee, which will meet within fourteen (14) days, of receipt of the Member' s request, to address the stated challenge.

(4) The Election Appeal Ad Hoc Committee shall be comprised of not less than five (5) nor more than seven (7) Members, excluding members of the Board, spouses of Board members, candidates, and spouses of candidates, and may include Neighborhood Representatives. The decision of the Committee to either set aside or confirm the election shall be final.

(5) If the election is set aside, the Election Committee shall determine a fair and reasonable election process, consistent with provision herein

(6) Election without Opposition. In the event the number of candidates nominated pursuant to Section 3.3 is equal to or less than the number of seats subject to election, then the above provisions of Section 3.3 (c) (d), (e), and (f) are not applicable, and the said candidates shall be declared elected by the Secretary of the Board.

(7) Any member of the Election Committee who endorses a candidate for election as a director of Copperleaf's Board of Directors shall, upon making such endorsement, be considered to have resigned from the Election Committee, and can no longer participate in any subsequent deliberations of said Committee.

3.4. *Election and Term of Office*. Each Director is elected or declared elected to serve a three-year term. The Directors shall be elected in classes of two (2) seats or three (3) seats. Directors may serve two consecutive three-year terms if duly elected by the Members or declared elected. Additional terms may be served, if elected, upon completion of a one-year absence from the Board. Notwithstanding any other provision of these By-Laws, upon the expiration of the term of office of each director elected by the Members or appointed on an interim basis by the Board to fill a vacancy, the Members entitled to elect, shall be entitled to elect a successor. The directors elected by the Members or declared elected shall hold office until their respective successors have been elected at the Annual Meeting of the Association. The terms of newly elected directors shall begin immediately upon election at the Annual Meeting of the Association. This change becomes effective for elections after January 1, 2019 and any service prior to that date does not count toward the two-term limit.

3.5. *Removal of Directors and Vacancies*. Any director may be removed, with or without cause, by a vote of the Members according to Florida law. Upon removal of a director, a successor shall be elected by the members in a special election to fill the vacancy for the remainder of the term of such director.

Any director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next Annual Meeting.

B. Meetings

3.6. *Organizational Meeting*. The first meeting of the Board following each Annual Meeting of the Association shall be held within 10 days thereafter at such time and place the Board shall fix. An orientation session shall he held for all elected Board members as soon after the election as possible, but no later than 30 days following each Annual Meeting election.

3.7. *Regular Meetings*. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least one such meeting shall be held during each fiscal year. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.8. *Special Meetings*. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal

delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, computer, fiber optics or other such communication device. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, or other communications device shall be delivered, telephoned, or transmitted at least 72 hours before the time set for the meeting.

3.9. *Waiver of Notice*. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. *Telephonic Participation in Meetings*. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting. Minutes of any such meeting shall be taken.

3.11. *Quorum of Board of Directors*. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. *Compensation.* Directors shall not receive any compensation from the Association for acting as such unless approved by Neighborhood Representatives representing a majority of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for reasonable expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for employment, services or supplies furnished to the Association in a management role or capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract.

3.13. *Conduct of Meetings*. The President of the Association shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14. *Notice to Owners, Open Meetings*. Except in an emergency, notice of Board meetings shall be posted or published within the Properties in a conspicuous place within the Properties which the Board establishes for the posting of notices relating to the Association at least 48 hours in advance of the meeting. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Section 3.16, all meetings of the Board shall be open to all Neighborhood Representatives and all Owners, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and

reconvene in executive session, and may exclude Persons other than Directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.15. *Members Right to Speak*. At a Board meeting, if a member whishes to address the Board regarding any agenda item(s), the member must submit a request IN WRITING to the Copperleaf Administrative office at least 24 hours prior to the published time of the meeting. The notice must state the member's name, community and the specific agenda item(s) on which the member whishes to address the Board. In the event of timely receipt and form of such notice, the member shall be allowed to address the Board prior to the Board's discussion and the Board's vote on said agenda item. In his/her sole discretion, the presiding officer may limit the member's speaking time to Three (3) minutes. At any regularly noticed Board meeting, any member may address the Board on any issue(s) relevant to the Copperleaf Community. However, the presiding officer may, at his/her sole discretion, take such comments or questions, from the floor either before the meeting begins, during the meeting, or after the board concludes its business but prior to adjournment of the meeting.

C. Powers and Duties

3.16. *Powers*. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles of Incorporation, these By-Laws, or Florida law, do not direct to be done and exercised exclusively by the Neighborhood Representatives or the membership generally.

3.17. *Duties*. The duties of the Board shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any budgets required under the Declaration;

(b) levying and collecting such assessments from the Owners;

(c) providing for the operation, care, upkeep, replacement of assets used for maintenance of the Area of Common Responsibility and for the purchasing or leasing of assets in connection therewith;

(d) designating, hiring, and dismissing the personnel, organizations, companies, and others necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such and for the purchase of equipment, supplies, and materials to be used by such in the performance of their duties;

(e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending Use Restrictions and Rules and Regulations governing the Association and its Facilities in accordance with the Declaration;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association as provided in Article VII hereof;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(o) entering into agreements with service and utility providers for services provided to Units, the Common Area, and Association facilities, including, without limitation, cable television, fiber-optics, and telecommunication equipment;

(p) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Florida law, the Articles of Incorporation or the Declaration;

(q) assisting in the resolution of disputes as set forth in the Declaration; and

(r) cooperating with and performing any obligations required pursuant to a Covenant to Share Costs or relating to a Community Development District.

3.18. *Management*. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish to perform such duties and services as the Board shall authorize. Any contract or management agreement entered into by the Association must be fair and reasonable. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Sections 3.l6(a), 3.l6(b), 3.16(f), 3.16(g) and 3.16(i).

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of any Manager, which might arise between meetings of the Board.

3.19. *Accounts and Reports*. the following management standards of performance shall be followed.

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration, commissions, or fees shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) an annual report, consisting of at least the following, shall be made available to all Members within 60 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year; and (4) an annual disclosure statement. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant. Upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement. Audited financial statements shall be provided, if requested in writing, within a reasonable period of time which may extend beyond 60 days after the close of the fiscal year.

(g) in conjunction with the annual report as described in Section 3.18(f), an annual Disclosure Statement will be issued to all Members notifying and explaining to all Members of the Common

Expenses, Replacement Reserve Fund, Capital Expenditure Budget, Capital Expenditure Fund, and any approved assessments. The Disclosure Statement will include, but is not limited to, the advisements of all past years' payment(s) and balance(s) of any outstanding debts incurred the Association the remaining payment term of each debt. Auditors will review the Disclosure Statement and include in the annual audited report their findings substantiating that the details of the loan payment(s) received during the fiscal year are, or are not, in accordance with the original borrowing agreement.

3.20. *Borrowing*. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Neighborhood Representative approval in the same manner provided in Section 8.3 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12- month period, exceeds or would exceed $300,000 for that fiscal year.

The Association will issue annually a DISCLOSURE STATEMENT, as described in Section 3.18(g), as part of the yearly assessment letter to all members advising of all past year's payment(s) and balance(s) of any outstanding debt incurred by the Association. Auditors will review the Disclosure Statement and include in the annual audited report their findings substantiating that the details of the loan payment(s) received during the fiscal year are, or are not, in accordance with the original borrowing agreement.

3.21. *Right to Contract*. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with the Community Development District, trusts, condominiums, cooperatives, or Neighborhood Associations, other community associations, within and outside the Properties.

In order to preserve, protect, and promote the fiscal soundness of the Association, the Association shall be without authority to engage in any activity or enter into any contract, contractual relationship, or agreement for the provision of goods or services of any kind or nature, where, at the commencement of such activity or agreement, its duration; cost, or return (financial or otherwise) to the Association is not fixed or reasonably ascertainable, unless such activity or agreement has been first approved by 67% of the Members. Such approval may be obtained at any regular or special meeting of the Association or by written ballot without a meeting pursuant to the By-Laws.

This provision is not intended to prevent or otherwise prohibit the Association from taking actions to enforce provisions of the Governing Documents, investing Association funds so long as such funds are invested in a manner consistent with the laws of the State of Florida concerning management of trust account assets, or defending itself in any litigation or court proceeding instituted against it by another person.

This provision may not be amended except by approval of 67% of the Members.

3.22. *Enforcement*. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents. Prior to the imposition of any sanction requiring notice under the Declaration, the following procedures shall apply:

(a) *Notice*. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 14 days within which the alleged violator may present a written request for a hearing to the Board before the Covenants Committee, established pursuant to Article VI; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 14 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) *Hearing*. If a hearing is requested within the allotted 14-day period, the hearing shall be held before the Covenants Committee in executive session. The alleged violator shall be afforded a

reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) *Appeal*. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 14 days after the hearing date.

(d) *Additional Enforcement Rights*. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, the By-Laws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article XIV of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed as trespass.

3.23. *Board Standards*. The Board expects of itself and its Members ethical conduct. Board members are required to abide by the description of their duties as presented in the By-Laws. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. Board members must offer unconflicted loyalty to the interests of the entire organization, superseding any conflicting loyalty such as that to advocacy or interest groups, and other Boards or staffs of which they are members. Board members must avoid any conflict of interest with respect to their fiduciary responsibility. There must be no self-dealing or conduct of private business or personal services between any Board member and the Association except as procedurally controlled to assure openness and fairness. Board members are expected to keep in confidence sensitive information as well as actions of the Board made during Executive Session details. The Board shall determine whether and when such Board information is shared with Members and the general public.

While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a director from personal liability so long as the party claiming liability does not prove that the director failed to: (a) serve in a manner the director believes to be in the best interests of the Association and the Members; (b) serve in good faith; or (c) act with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Article IV. Officers

4.1. *Officers*. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The officers shall be elected from among the members of the Board. Any two or more offices may be held by the same person, except for the offices of President and Secretary. The Board may appoint other officers who need not be members of the Board, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable. Such officers will have authority and duties as the Board prescribes.

4.2. *Election and Term of Office*. The Board shall elect the officers of the Association at the Organizational meeting of the Board following each annual meeting of the Association, to serve until their successors are elected and qualified. All officers of the Board must be elected to their respective positions.

4.3. *Removal of Officers and Vacancies*. Officers serve at the pleasure of the Board of Directors and the Board shall be entitled to remove and replace any officers with or without cause. Should any office become

vacant by reason of death, resignation, recall or being otherwise unqualified to serve, the Board shall fill the vacancy by electing a new officer no later than the next scheduled Board meeting.

4.4. *Powers and Duties*. The President shall be the chief executive officer of the Association. It shall be the duty of the President to preside over all meetings of the Board and the Association. The President shall execute all contracts, conveyances, and other instruments on behalf of the Association. The President is delegated, and may exercise, the Emergency Powers vested in the Board as provided in the Homeowners' Association Statute Section 720.316. In the absence of the President, or if the President is unable to perform the duties of the office, the Vice President shall perform those duties. In the case of a vacancy in the office of the President, the Vice President shall perform the duties of the President until the next Organizational meeting of the Board following the annual meeting of the Association.

It shall be the duty of the Secretary to ensure that a record of the official proceedings of the Association is maintained and made available to Members of the Association. The Secretary shall ensure safe keeping and maintenance of all records, books, papers, and documents belonging to the Association or pertaining to any Association business.

It shall be the duty of the Treasurer to oversee the collection, safe keeping, and accounting for all funds and moneys of the Association, oversee disbursements as authorized and required by the Board, and to render such accounts and financial statements and reports as shall be required by the Board. The Treasurer shall be responsible for providing oversight of financial matters by functionally monitoring financial activities; serving as liaison to the Finance Committee, overseeing the initial preparation of the budget as Chair of the Budget Committee; and monitoring actual results versus budget. The Treasurer may delegate all or part of the preparation and notification duties to a finance committee, Manager, or both.

4.5. *Resignation*. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. *Agreements, Contracts. Deeds, Leases, Checks. etc*. The Board may, from time to time adopt resolution(s) regarding the number of persons (not less than two Officers) and their capacities to execute agreements, contracts, deeds, leases, and other instruments of the Association. Until such a resolution is adopted, two officers may execute such agreements, contracts, deeds, leases, and other instruments of the Association. Checks may be signed by such person(s) as designated by the Board.

4.7. *Compensation*. Compensation of officers shall be subject to the same limitations as compensation of Directors under Article III.

Article V. General Manager

5.1 *General Manager (GM).* The GM serves as the operational manager of the Association. As the Board's single official link to the operating organization, the GM's performance is considered synonymous with organization performance as a whole.

5.2 *Delegation of Authority to the GM.* While the Board's job is generally confined to establishing high-level policies and guidelines, implementation is often the responsibility of the GM. All Board authority delegated to staff is delegated through the GM, so that the accountability of staff, as far as the Board is concerned, is considered to be the accountability of the GM. Not only is the GM expected to be responsive to the Board, but also to the committees and their chairs.

5.3 *Communication with the Board*. The GM shall keep the Board informed about matters essential to carrying out its policy duties. Accordingly, the GM shall inform the Board of relevant trends, anticipated adverse media coverage, and significant external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established, always presenting information in as clear and concise a format as possible.

Article VI. Committees

6.1. *General*. The Board shall establish the Committees mentioned in the Governing Documents, (e.g., ARS), and from time to time, may, in addition to the duties, powers and membership mentioned in the Governing Documents, if any, further define the duties and powers of, and set the membership of said Committees, and amend the same. Said Committees shall generally be subject to the Rules and Regulations applicable to all Committees. The Board may from time to time, appoint by resolution(s) such other committees as it deems appropriate to perform such duties and to serve for such periods as the Board may designate by resolution. The Board may from time to time abolish such committees, change the duties and powers thereof, increase or decrease the Members thereof and make other changes thereto. Each committee shall operate in accordance with the terms of such resolution(s). Committees are authorized to recommend policies or recommend procedures to the Board as a collective by or on behalf of the Association. Individual committee members are not authorized to carry out such policies or take action on behalf of the Association. For example, individual members are not empowered to randomly tour the Properties, supervise management of Association personnel, or, issue policies. Such action is inconsistent with effective community governance.

Article VII. Miscellaneous

7. 1. *Fiscal Year*. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

7.2. *Conflicts*. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

7.3. *Books and Records*.

(a) *Inspection by Members and Mortgagees*. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents, including any amendments, the membership register, books of account, minutes of meetings of the Members, the Board, and committees, and any other document or record which under State law is an official record of the Association. The Board shall provide for such inspection to take place within 10 days of written request at the office of the Association or at such other place within Lee County as the Board shall designate.

(b) *Rules for Inspection*. The Board shall establish rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing documents requested and any administrative or management costs associated with providing or monitoring the inspection.

7.4. *Notices*. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member or Neighborhood Representative, at the address which the Member or Neighborhood Representative has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Neighborhood Representative; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

7.5. *Oath of Office.* After 2014, every Director and Officer of Copperleaf, shall before taking office, execute an oath of office generally that he/she will abide with all laws pertaining to director or an officer of a not-for-profit corporation and the Documents and resolutions of the Board and COPs and to abide by a code of ethics and conflicts of interest policy, all as specified in the Rules and Regulation enacted by COPs, both as to the wording thereof and procedures relating thereto.

7.6 *Amendment*.

(a) *Amendment by Members Generally*. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Neighborhood Representative, representing 51% of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) *Validity and Effective Date of Amendments*. Amendments to these By- Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Copperleaf Golf Club Community Association, Inc., a Florida corporation;

That the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ___ day of _____, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ___ day of _____, 2017.

_____ _____ [SEAL]

Secretary