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