COPPERLEAF

AT THE BROOKS™

# RULES AND REGULATIONS

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## DEFINITIONS

The terms used in the Rules and Regulations shall generally be given their natural, Commonly-accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

1. "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 the Declaration, any Supplemental Declaration, Covenant to Share Costs, or other applicable covenants, contracts, or agreements.
2. "Association": The Copperleaf Golf Club Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.
3. "Articles of Incorporation": The Articles of Incorporation of Copperleaf Golf Club Community Association, Inc. and any amendments thereto, as filed with the Secretary of the State of Florida.
4. "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. In certain sub-sections of the Rules and Regulations, e.g. Tennis Association, Board shall refer to the Board of Directors of said Association.
5. "By-Laws": The By-Laws of the Copperleaf Golf Club Community Association, Inc. attached to the ByLaws as Exhibit "D" and incorporated herein by reference, as they may be amended from time to time.
6. "Club Facilities": All real and personal properties, including easements, which are owned by the Association and operated as dining and recreational facilities, including without limitation, the golf course and golf practice facilities, clubhouse, including all dining, meeting and recreational facilities, parking lot, and pro-shop, swimming and tennis, and bocce facilities, maintenance facilities, and other food, recreational and practice facilities, and/or health facilities which are or will be owned for the common use and enjoyment of the Members.
7. "Club Member": The Board has established a membership plan by which persons who do not own property in the Community may apply for memberships which provide access to and privileges of using the Club Facilities
8. "Club Recreational Facilities": Including without limitation: the golf course and golf practice facilities; swimming and tennis facilities; bocce facilities; other sports and/or health facilities, which are owned for the common use and enjoyment of the Members.
9. "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.
10. "Copperleaf Golf Club": The real property described in Exhibit "A" of the Declaration. See definition of "Properties".
11. "COPs": (Council of Presidents) (Council). Defined as the "Neighborhood Representatives," when assembled or meeting as a group.
12. “Day Guest”: natural person(s) sponsored by a Member, Club Member or Designated Member, to use the Club Facilities for one calendar day. See Part Eight for details.
13. "Declaration": The Declaration of Covenants, Conditions and Restrictions, as amended from time to time.
14. "Designated Member": A natural person who resides permanently in the Unit for a minimum of thirty (30) consecutive days and who shall have use rights to Club Facilities associated with membership, except for the maintenance facilities, subject to the reasonable rules and regulations enacted by the Association and limited to no more than two (2) natural persons. Designated Member's children, who are under the age of twenty-one (21) and who reside in the Unit, shall be allowed to use the Club Facilities.
15. "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 1 3. 1.
16. "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.
17. "Governing Documents": A collective term referring to the Declaration and any applicable Supplemental

Declaration, the By-Laws, the Articles of Incorporation, the Design Guidelines, the Use Restrictions,

*CGC Rules and Regulations*
Financial Policies, Architectural and Landscape Guidelines, and the Rules and Regulations, as they may from time to time, be amended.

18. “Guest”: natural person(s) sponsored by a Member, Club Member or Designated Member, for use of the Club Facilities. All Guests are either Day Guests or House Guests.
19. “House Guest”: natural person(s) residing in the Owner’s Unit, sponsored by said Member to use the Club Facilities for a period not to exceed two (2) weeks.
20. "Managers": 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.
21. "Member": A Person subject to membership in the Association pursuant to Articles VI and XV of the Declaration.
22. "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 Article VI. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.
23. "Neighborhood Representative": The representative selected by the Members in each Neighborhood pursuant to Article VI of the Declaration, to cast the votes attributable to their Units on all matters requiring a vote of the membership (except as otherwise specifically provided in the 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 Article VI of the Declaration. See definition of "COPs".
24. "Owner": 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. Every Owner shall be a Member of the Association and, in addition, shall be a member of a Neighborhood Association.
25. "Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.
26. "Property", Properties" or "Copperleaf Golf Club": The real property described in Exhibit "A” of the Declaration.
27. “Resident”: Owner of a Unit and a Member of the Copperleaf Golf Club
28. "Tenants & Lessee Member": A natural person who is a Tenant or Lessee of an Owner and who resides in the Unit and who shall have use rights to Club Facilities associated with membership, as a Designated Member, except for the maintenance facilities, subject to the reasonable rules and regulations enacted by the Association and limited to no more than two (2) persons. Tenant and/or Lessee Member's children, who are under the age of twenty-one (21) and who reside in the Unit, shall be allowed to use the Club Facilities.
29. "Transfer Fee": A fee charged to Owner(s) to transfer use rights to Club Facilities to another natural person or persons, as a Designated Member. The schedule of fees shall be determined by the Board and are a function of administration policy.
30. "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.

## Club Rules and Regulations

These Rules and Regulations are established and adopted by the Board of Directors ("Board") of Copperleaf Golf Club Community Association, Inc. ("Association") or ("Club") and other entities, such as COPs, to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of all persons using the Club Facilities. "Club Management" is defined as the General Manager or his/her designate. These Rules and Regulations shall apply to all persons using the Club Facilities regardless of whether such person is a Member, Member guest, or members for reciprocal clubs who are deemed to be day guest during Off Season only. Capitalized words or terms used in these Rules and Regulations not defined herein, shall be defined as set forth in the Membership Plan for Copperleaf Golf Club and/or the Declaration of Covenants, Conditions, and Restrictions for Copperleaf Golf Club "Declaration", including "Member(s)", "Club Member(s)", "Club Facilities", "Board", and "General Manager". The words "Owners", "Member(s)", and "Club Member(s)" appear in various parts herein and have been ascribed a specific meaning set forth herein.

### PART ONE: GENERAL OPERATING POLICIES

#### *Article I: General Club Rules*

A. *Applicability:* All persons using the Club Facilities shall abide by all rules and regulations of the Club as they may be amended from time to time by the Board and COP's.

B. *Hours of Operation:*
   1. The Club Facilities shall be open on the days and during the hours as may be established by Club Management.
   2. Areas of the Club may be closed for scheduled maintenance and repairs.
   3. Use of the Club Facilities may be restricted or reserved from time to time by Club Management.

C. *Special Events:*
   1. Performances by entertainers will be permitted on the Club Facilities only with the permission of Club Management
   2. Dining room activities for groups will be permitted only with the permission of Club Management.
   3. It is contrary to Club policy to have the Club Facilities used for functions or fundraising efforts for the benefit of a political cause, except as specifically permitted by Club Management. The Club Facilities shall not be used in connection with organized religious services or other activities without Club approval.

D. *Food and Beverage Services:*
   1. Alcoholic beverages will be served, sold, and permitted to be consumed at the Club only as permitted by law. The Club reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated.
   2. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
   3. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of Club Management.

E. *Advertisements:* Commercial advertisements shall not be posted or circulated in the Club Facilities nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of Club Management. Other than as permitted in writing by Club Management, no petition shall be posted on Club property.

F. *Club Personnel and Operations:*

1. Persons using the Club Facilities should request neither special personal services from Club personnel who are on duty nor the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members.
2. All complaints, criticisms, or suggestions of any kind relating to any Club operations or personnel must be in writing, signed, and addressed to the Club Management.
3. No person using the Club Facilities may abuse any Club personnel, verbally or otherwise. All service personnel of the Club are under the supervision of the Club Management. No unauthorized person shall reprimand or discipline any employee, or request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to Club Management immediately.

G. *Club Property:* No person shall remove from the room in which it is placed or from the Club Facilities any property or furniture belonging to the Club and placement of any additional property or furniture without proper written authorization by club management.

H. *Animals:* Dogs or other pets, except for service dogs with proper identification, are not permitted on the Club Facilities except with the permission of Club Management. Where pets are permitted on the grounds, they must be on a leash. Any person who brings an animal onto the Club Facilities is responsible for any damage caused by the animal.

I. *Parking:* Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. “No Parking” signs must be observed. Violators may be towed at the owner's expense.

J. *Smoking:* Smoking is not permitted in the clubhouse.

K. *Fireworks:* Absolutely no fireworks are permitted anywhere on the Club Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

L. *Weapons:* Firearms and all other weapons of any kind are not permitted on the Club Facilities at any time, other than law enforcement personnel.

M. *Rules Violations:* Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with the Membership Plan, these Rules and Regulations, and the Governing Documents.

N. *Non-Discrimination Policy:* The Club shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, disability, marital status or sexual orientation.

***Article II: Membership Cards.***

A. *Issuance:* The Club will issue a membership card to Owners, Club Members, Designated Members and House Guests. Membership cards will include the name of the Member and the authorized holder (if other than the Member) and the Member's membership category and shall be carried by each Member or authorized user while using the Club Facilities. Membership cards will not be issued to Member's children under the age of 10.

B. *Non-Transferability:* A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable. An Owner who leases his or her dwelling in Copperleaf Golf Club and delegates his or her use privileges to the Club Facilities to the lessee shall relinquish those privileges and those of his or her family and guests during the term of the lease.

C. *Replacement:* If a membership card is lost or stolen, the Member shall notify the Club immediately. Upon notification, the card will be canceled, and a new card issued. A fee, as determined by Club Management, may be charged to replace lost or stolen membership cards.

D. *Other Club Identification:* Club Management may issue identification decals and other insignia to Members as it deems appropriate. Members shall display such insignia as required by the Club.

***Article III: Use Fees***

The Board may from time to time, establish, amend and charge daily use fees for all persons using certain Club Facilities. Such fees shall apply to all Members and their guests and shall generally be charged on a per person, per use basis; provided, the fee amounts may differ for Members and their guests. Such daily use fees may include, but shall not be limited to, greens fees, cart fees, and court fees. All such use fees shall be paid at the time the charge is incurred, or, at the option of the member, may be charged to the Member's Club account.

***Article IV: Member Mailing Addresses***

A. *Member's Duty:* Each Member who wishes to receive Club mailings (including all notices, invoices, and bulletins) at an address other than his or her Florida residence shall be responsible for filing his or her mailing address with the Administration Office. The address notification shall be in writing, preferably on a form provided by the Club. A Member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Administration Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager determines is most likely to cause its prompt delivery.

B. *Change of Address:* The Club must be notified in writing of any change of address within seven days of such change. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins, and any other communications, and a violation of these Rules and Regulations ***Article V: Club Services and Activities/Membership.***

A. *Membership Plan:* The Declaration grants to each residential property owner ("Owner") in the Copperleaf Golf Club the right to use the Club Facilities. Additionally, the Board has established a Membership Plan by which persons who do not own property in the Community ("Club member") may apply for memberships which provide access to and privileges of using the Club Facilities. Information regarding the various membership categories, application process, and use privileges is available in the Membership Plan.

B. *Special Events:* The Club may provide a variety of social, cultural, educational, and recreational events in which all Members are encouraged to participate. Such events may be designated "Members-only."

C. *Private Functions:* Private functions may be held at the Club Facilities with the prior permission of Club Management and upon the payment of such fees or charges as Club Management may establish. Any person wishing to reserve the Club Facilities for a private event may contact the Club Management for information regarding available facilities, dates, and times. When scheduling such functions, Club Management will consider the effect the function is likely to have upon the normal operation of the Club and may, in its sole and absolute discretion, refuse use of the Club Facilities. The function's sponsor shall assume full responsibility for the conduct of all attendees, any damage to the Club Facilities, and the payment of any charges accumulated but unpaid by individuals attending the private function.

***Article VI: Resignation of Membership***

A. *Sale of Home in the Community:* Any Owner, by virtue of his or her membership in the Association, shall be deemed to have resigned his or her membership upon the transfer of title of the Owner's home in Copperleaf Golf Club.

B. *Notice to Club:* A Club Member may resign membership in the Club by delivering written notice of resignation to the Club Management, as more particularly described in the Membership Plan. The resignation shall be deemed effective on the date of its receipt by the Club, unless a later date is specified in the notice. The resigning Club Member shall not receive a refund of any fees paid.

C. *Liability for Outstanding Charges:* Notwithstanding any resignation, the member shall remain liable for any unpaid amounts owed to the Club.

***Article VII: Discipline***

A. *Member Conduct:* Members are responsible for their own conduct and for the conduct of their guests. Violation of any of the Rules and Regulations in a manner prejudicial to the best interest of the Club will subject the Member(s) in violation to disciplinary action by the Club. Club Management shall be the sole judge of what constitutes improper conduct, but improper conduct includes, without limitation:

1. failure to pay to Club Management any fees or other charges, or any installment thereof, when due;
2. failure to accompany a guest if and when required while using the Club Facilities;
3. submission of false information in response to a request for information by the Club;
4. violation of the Membership Plan, the Governing Documents, or the Rules and Regulations;
5. commission of any act which Club Management determines to be detrimental to or likely to endanger the welfare, safety, harmony or good reputation of Club Management, the Club, or any Member or authorized user;
6. allowing a membership card to be used by a person other than the Member or authorized user named on the card; or
7. abuse of Club employees.

B. *Sanctions and Expulsion:* If Club Management determines, in accordance with the notice and hearing procedures set forth below, if applicable, that any Member is guilty of improper conduct, Club Management may impose such sanctions as it deems appropriate. Such sanctions may include, but need not be limited to, fines, reprimand and temporary suspension of membership privileges, or in the case of a Club Member or Designated Member, termination of membership. Any temporary suspension of privileges shall be for such period, as Club Management deems appropriate. A suspended Member shall remain fully liable for all fees and other charges accrued during any period of suspension.

If the infraction is correctable, the Member shall be advised to take appropriate action. If the infraction is not corrected, the Member shall be directed to leave the Club. (Examples: loud and unruly behavior, use of a cell phone; wearing of a hat in the club house after 5 PM). If the infraction is not correctable, the Member shall be directed to leave the Club Facilities immediately.
(Examples: dress code violation that cannot be addressed; abuse of a Club employee)

C. *Good Standing:* Club Management's determination that a Member is not in good standing due to improper conduct shall be cause for suspension or termination of any Member guest(s) or Designated Member privilege of using the Club Facilities. A Member whose use privileges are suspended pursuant to this Section shall not be entitled to use the Club Facilities as the guest of another Member.

D. *Members Entitled to Notice and Hearing:* Club Management shall not impose a fine upon or suspend the rights of a Member or any of his or her authorized users without prior notice to the Member (and Member's designee, if applicable) specifying the basis for a belief that the Member, its designee, or other authorized user is not in good standing due to improper conduct, and, in the case of an Owner only, an opportunity for a hearing on the matter.

8. *Notice:* Prior to imposing fines or other sanctions, the Member(s) and/or Member's Designee, in violation shall be given written notice by the Club General Manager outlining

the alleged violation and the opportunity for a Covenants Committee hearing within 14 days of the notice. Said notice shall include (i) a description of the alleged violation; (ii) the proposed sanction to be imposed; and (iii) statement of the procedure for requesting a hearing before the Covenants Committee, established pursuant to Article VI of the Association By-Laws. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, Club Management 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.

9. *Owner Hearing:* If a hearing is requested by an Owner within the allotted 14-day period, the hearing shall be held before a Covenants Committee in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard and has the right to be represented by counsel. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the hearing. 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 and/or its representative appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
10. *Appeal:* Following a hearing before the Covenants Committee, the violator (Owner) shall have the right to appeal the decision to the Board. To exercise this right a written notice of appeal must be received by the Club Management, President, or Secretary of the Association within 14 days after the date of the decision.
11. *Club Members:* Club Members and their authorized users are not entitled to hearing procedures afforded Owners. Club Management may suspend or terminate the rights and privileges of any Club Member or authorized user when, in its sole discretion, Club Management determines that such person's conduct was improper.

E. *Guest Conduct:* If Club Management determines that a guest is guilty of improper conduct or any breach of these Rules and Regulations, Club Management shall address such matters with the sponsoring Member, pursuant to possible guest sanctions. Guest sanctions may include, but not be limited to, direction to address the infraction and expulsion from Club Facilities. At the discretion of Club Management, the infraction may also result in the guest being denied access to Club Facilities in the future.

If the guest infraction is correctable, the member shall be advised to take appropriate action with his or her guest accordingly. If the infraction is not corrected, the guest shall be directed to leave the Club. (Examples: loud and unruly behavior, use of a cell phone; wearing of a hat in the clubhouse after 5 p.m.). If the infraction is not correctable, the guest shall be directed to leave the Club Facilities immediately. (Examples: dress code violation that cannot be addressed; abuse of a Club employee).

***Article VIII: Assumption of Risk and Liability for Personal Injury and Property Loss***

A. *Risk Assumption I:* Any Member or guest, who, in any manner, uses or occupies the Club Facilities, including any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by Copperleaf Golf Club Community Association, Inc., including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by the Club, either at or away from the Club Facilities, shall do so at his or her own risk. All Members using the Club Facilities agree to release and indemnify the Association, its directors, officers, Members, employees, representatives, and agents (collectively, the “Indemnified Parties”) from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and

character for death, personal injury, property damage, or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of the Indemnified Parties, resulting from, arising out of, or in any way connected with the use of the Club Facilities.

B. *Assumption of Risk II:* Each person using the Club Facilities, as a condition of such use privileges, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property brought onto, used, or stored on Club Facilities, whether in lockers or elsewhere, except for golf clubs stored on or in the Club Facilities, at a fee charged to the Member. Any personal property left in or on the Club Facilities for six months or more without the payment of storage fees may be sold by the Club, with or without notice, or may be otherwise discarded. Any proceeds from such sale may be retained by the Club.

C. *Lawsuit, Liability, Failure to Prevail:* Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged, or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

D. *Risk of Property Damage:* Every person using the Club Facilities shall be liable for any property damage he or she causes. Each Member shall be liable for any property damage or personal injury at the Club Facilities, or at any activity or function operated, organized, arranged, or sponsored by the Club, caused by the Member, the Member's family, or Member guests. If any Member arranges or sponsors any activity or function at the Club Facilities, the Member shall be responsible for any damage or injury even if such damage or injury was not caused by the Member. Each Member agrees that Club member may charge the cost of any such damage to his or her Club account.

***Article IX: Reservations and Cancellations***

A. *General:* Reservations are required for certain activities of the Club, including the use of non-golf recreational facilities, and shall be accepted on a (first-come, first served basis) by pre-registering with the appropriate Club personnel. Golf reservations will be governed by the Chelsea System.

B. *Dining Facilities:* Dinner reservations may be required as determined by Club Management. Members are asked to assist in maintaining required service levels by making reservations prior to 5:00 p.m. for dining, on the day involved. All reservations will be accommodated on an “as available” basis. A 24-hour notice is requested for parties of more than 10 persons. The courtesy of providing notice of necessary changes or cancellations is requested no later than two hours prior to the timing of the reservation on the day involved, except Members shall provide the Club with notice of cancellation of a reservation for a party of 10 or more at least 24 hours prior to the reserved time, especially when a special menu has been requested. Reservations for dining will be held for only 15 minutes after the reserved time.

C. *Table Assignment at Club Functions:* For functions of the Club held in the Club dining rooms, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will be accepted based upon availability.

D. *Cancellation Fees:* Failure to cancel a reservation which one does not use, including tee times at least 24 hours prior to the reserved time, court times at least one hour prior to the reserved time, and dining reservations within the times specified in Section 9.2, may result in a cancellation fee being charged to the member.

***Article X: Gratuities***

A. *Percentage Added:* For the convenience of all Members, a gratuity percentage, as determined from time to time by Club Management, may be added to all food and beverage sales. A Member may increase or decrease the gratuity percentage by signing the ticket invoice and changing the amount of the additional gratuity, as the Member deems appropriate.

***Article XI: Children***

Children under 10 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult. Children under five (5) years of age are not permitted on the golf course or the golf practice facility. Children under 18 years of age are not allowed to use the Club Facilities after 10:00 p.m. unless accompanied by an adult. Any person who brings a child onto the Club Facilities is responsible for the child's conduct and safety while on the premises.

***Article XII: Attire***

It is expected that all persons using the Club Facilities will dress in a fashion befitting the surroundings and atmosphere of the Club Facilities and appropriate for the activity in which one is participating or the event which one is attending. It is also expected that Members will advise their guests of the dress requirements. Club Management will publish specific dress requirements from time to time. Shirts and shoes must be worn at all times when on Club Facilities. Metal spiked shoes are not permitted on the Club Facilities. Individuals whose attire does not meet the defined dress code shall be denied use of Club Facilities.

***Article XIII: Guest and Designated Member Policies***

A. *Accommodation of Guests and Designated Members:* Use privileges may be extended under the rules established by Club Management from time to time to guests of Members and to Designated Members at Copperleaf Golf Club. Although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club reserves the right to limit the number of guests that accompany a Member on any given day. The Club shall establish the rate of the daily guest fees, which shall be charged in addition to any applicable use fees. The use rights and privileges delegated to a guest or Designated Member may be limited to a greater extent than the use rights and privileges of a Member. Such limitations may be enacted in the sole discretion of Club Management and may include, without limitation, imposing additional or higher fees, restrictions regarding reservation of tee times, and periods of use being reserved or restricted.

B. *Use of the Club Facilities by Guests:* All guests shall be either House Guests or Day Guests. A House guest is defined as a guest temporarily residing in an Owner's residence at Copperleaf Golf Club. All other Member guests shall be considered Day Guests.

1. *Day Guests:*
    a) Club Management reserves the right to limit the maximum number of times during each calendar year that a person may use the Club Facilities as the day guest.
    b) Any person using the Club Facilities as a Day Guest must be registered with Club Management by the sponsoring Member, except dining guests.
    c) Upon registration of the guest, the sponsoring Member or guest shall pay any guest fee in effect, as established by Club Management. A guest fee may be applied to the Member’s Club account.
    d) All Day Guests must be accompanied by the sponsoring Member while using the Club Facilities, except or otherwise noted in these Rules and Regulations.
    e) Guest charges for any Club services or use fees shall be paid by the sponsoring Member or guest at the time the charge is incurred.
    f) The sponsoring Member shall be responsible for the conduct of his or her day guest while at the Club Facilities. If the manner, deportment, or appearance of any day guest is

deemed unsatisfactory by Club personnel, the sponsoring Member shall, at the request of Club, cause such Day Guest to vacate the Club Facilities.

g) Club Management reserves the right to require identification from each day guest.
h) Day guest privileges may be limited by Club Management from time to time at its sole discretion. Notice of any such limitations will be provided to the Members.

2. *House Guests:*
   a) Each House Guest must be registered with Club Management by the sponsoring Owner prior to the guest's arrival and with the Pro Shop if the guest will be using the golf course or other club recreational facilities. Application forms for House Guest privileges may be obtained from the Club. The application procedure shall be initiated by the Owner at least two days prior to the house guest's arrival.
   b) Upon the payment of a guest fee, if required, the House Guest shall be issued a temporary guest card. The temporary guest fee shall be in addition to any applicable use fees.
   c) The temporary guest card shall expire two weeks after the date of issuance. Renewal of house guest privileges may be granted at the sole discretion of Club Management.
   d) Any House Guest holding a temporary guest card may use the Club Facilities unaccompanied by the sponsoring Member, except as otherwise noted in these Rules and Regulations.
   e) The House Guest shall pay all Club charges he or she incurs at the time they are incurred.
   f) The sponsoring Owner shall be responsible for the conduct of his or her House Guest while at the Club. If the manner, deportment, or appearance of any house guest is deemed unsatisfactory by Club personnel, Club management shall cause such house guest to surrender his or her temporary membership card and vacate the Club Facilities.
   g) House Guest privileges may be limited by Club Management from time to time at its sole discretion. Notice of any such limitations will be provided to the Members.
   h) Use of the Club Facilities by Designated Members: An Owner who owns a Unit in Copperleaf Golf Club may delegate his or her rights to use the Club Facilities to any tenants or lessees of the dwelling, provided such tenants or lessees are allowed to do so under Article XV of the Declaration, and subject to any limitations, restrictions, requirements, and fees as may be established by Club Management.

C. *Lease Form, Deposit:* 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 dwelling 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, these Rules and Regulations, and to constitute liquidated damages in the event of noncompliance or damage to the common area of the Association.

D. *Lessor's Relinquishment of Use of Club Facilities:* An Owner who leases or rents his or her dwelling and delegates his or her privileges to use the Club Facilities to the lessee, relinquishes those privileges during the term.

## PART TWO: GOLF, TENNIS, & BOCCE RULES AND REGULATIONS

### *Article XIV: General Golf Rules*

A. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when modified by local rules or by any of the rules herein.

1. "Cutting-in" is not permitted at any time. Under no circumstances are players permitted to start play from residences.
2. Practice is not allowed on the golf course. The practice facilities should be used for all practice. Range balls may not be used on the golf course.
3. Speed of play will be strictly enforced. No more than five minutes should be used to search for lost balls.
4. All tournament play must be approved in advance by Club Management.
5. All players shall enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving,
6. Players shall repair all ball marks on the green.
7. Players shall repair all divots.
8. Ball hawking is not allowed on the course at any time.
9. If a player is repeatedly warned for slow play, Club Management may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.
10. Each player must have his or her own set of golf clubs.
11. Proper golf attire is required for all players. A description of "proper attire" shall be posted prominently in the place(s) designated by Club Management. Members are expected to ensure that their guests adhere to such rules.
12. Improperly dressed golfers shall be required to change to proper dress before playing. Any person in doubt of the appropriateness of his or her attire shall check with the pro shop before starting play.
13. If lightning is in the area, all play shall cease. Players shall be responsible for seeking shelter.
14. Jogging, bicycling, fishing, and recreational walking are not permitted on the golf course at any time.
15. No beverage coolers are permitted on the course unless provided by the Club. Club Management reserves the right to inspect and approve all cooler contents.
16. "Discontinued Play" Policy: less than three holes played - full eighteen-hole credit; less than twelve holes played - nine-hole credit. Rule applies to Member golf cart and guest fees.
17. Singles, Twosomes and Threesomes may play at the discretion of the pro shop. These groups should not expect to play through foursomes and should not exert any pressure on the groups ahead.
18. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.
19. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the pro shop.
20. Groups of five or more players shall not be permitted on the golf course at any time.

***Article XV: Golf Play***

A. *Hours of Play:* The hours of play shall be posted in the pro shop. The pro shop staff shall determine when the golf course is fit for play.

B. *Tee Times:*
   1. All players must have a tee time reserved through the pro shop. The pro shop staff shall assign the tee time depending on availability and Chelsea ranking for all players in the group.
   2. Tee times may be reserved in person or by phone during pro shop hours, or via electronic services, if available.
   3. Tee time changes must be approved by the pro shop.

4. Players who fail to cancel their tee time at least 24 hours prior to the reserved time may be charged a fee for the unused rounds as determined by Club Management.
5. Any person with a reserved tee time should notify the pro shop of any cancellation as soon as possible.

C. *Registration:* All guests must check in and register in the pro shop before beginning play and all Members must present their membership cards upon request.

***Article XVI: Golf Practice Facility***

A. The golf practice facility is reserved for the exclusive use of Members and their guests. Children using the practice facility must be at least five (5) years of age.

B. The practice facility is open during normal operating hours as posted in the pro shop. The practice facility may be closed for general maintenance at Club Management's discretion.

C. Range balls are for use on the practice facility and may not be used on the golf course.

D. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.

E. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice facility.

F. Proper golf attire is required at all times on the practice facility.

G. Hand bag ball shaggers are not permitted.

H. Lessons by unauthorized individuals are prohibited.

***Article XVII: General Golf Cart Rules***

A. The use of golf carts is mandatory. All players shall be subject to applicable cart fees as established by Club Management and posted in the pro shop. The use of privately-owned golf carts is prohibited. Any person accompanying a golfer on a golf cart shall be charged a “rider” fee.

B. Golf carts shall not be used by any person on the Club Facilities without proper assignment and registration in the pro shop.

C. Golf carts may only be used on the golf course when the course is open for play.

D. Each golf cart operator must be at least 16 years of age and have a valid automobile driver's license.

E. Only two persons and two sets of golf clubs are permitted per golf cart.

F. Pull carts are not permitted

G. All golf cart traffic signs must be obeyed.

H. Golf cart paths shall be used where provided. Golf cart operators shall avoid soft spots on fairways, especially after rains.

I. A golf cart should never be driven through a hazard.

J. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a Member or guest shall be the responsibility of the Member or other individual(s) who obtained use of the golf cart from Club Management. In the case of damage by a guest of a Member, the sponsoring Member may be held responsible.

K. Every person who operates a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The operator also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to his or her use and operation of the golf cart.

L. "Course closed" or "hole closed" signs are to be adhered to without exception.

M. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

***Article XVIII: Handicaps***

A. *Computation:* Handicaps will be computed under the supervision of the pro shop in accordance with the current USGA Handicap System.

B. *Tournaments:* All Members and their guests with a USGA approved handicap may participate in Club tournaments, except as stipulated by the club. All handicaps submitted may be reviewed by the golf shop.

C. *Posting Procedures:* Members are responsible for posting all their scores within forty-eight (48) hours following completion of play. If a Member fails to post a score, an appropriate score as determined by the Handicap Committee, shall be posted. The pro shop shall assist any Members needing help with the posting procedures.

D. *Recordkeeping:* Accurate records are to be kept of posted scores for all rounds played. The pro shop shall determine if there are violations by Members in turning in their scores.

***Article XIX: Tennis Association By-Laws***

A. *Name:* The name of the Association shall be The Copperleaf Tennis Association (CTA).

B. *Purpose:* The purpose and objective of the Copperleaf Tennis Association is to stimulate the game of tennis, foster sportsmanship, promote inter-league play and social tennis events.

C. *Fiscal Year:* The fiscal year of the Copperleaf Tennis Association will be from January 1 to December 31, with annual dues payable by January 1.

D. *Membership:* The Membership will be open to all Copperleaf homeowners, Copperleaf Associate Members and Copperleaf Social Members.
   1. An annual Renter Membership will be available at the same dues level as Copperleaf homeowner's membership.
   2. Anyone qualified to become a Member may join the Copperleaf Tennis Association by making application and by paying one year's dues. The annual dues will be made payable to the Copperleaf Tennis Association and will be collected by the treasurer to be deposited in the Association's bank account.
   3. The annual dues are set by the CTA Board of Directors.

E. *Board of Directors and Officers of Standing Committees:* The Board of Directors of the Copperleaf Tennis Association will govern the affairs of the association. The officers will be: President, Vice President, Treasurer, and Secretary (collectively, the "Officers"). There will be five (5) standing committees and they are: Women's Play, Men's Play, Men & Mixed Leagues, Social and Technical. The board will include two (2) members at large. All members of the CTA Board of Directors must be Copperleaf homeowners.
   1. The annual meeting and election of officers will be held end of March of each year. The term of office will start April 1 of that year for a period of 24 months for the president and vice president and a term of 12 months for the other officers and committee chairpersons.
   2. The board of directors will appoint a nominating committee consisting of three (3) members. The president will select the committee chairperson from the present board of directors who will be one of the three (3) members.
   3. The nominating committee will present a slate of candidates for the positions referred to in section 1 of Article V no later than end of February of the election year.

4. Those elected will be by simple majority of those CTA Members present at the annual meeting. Non-Resident Members have no voting rights. Votes may also be cast by a signed absentee ballot. Any additional candidates may also be proposed from the floor.

F. *Responsibilities:* The president will preside at all meetings of the association and will be ex-officio of all committees.
   1. The vice-president will assume the presidents' duties in case of his/her absence and will replace the president in case of the presidents' resignation, death or disability.
   2. The secretary will keep the minutes of all meetings and communicate the tennis news to the members.
   3. The treasurer will tend to the checking account in the name of the association, collect annual dues, pay all bills of the association and report to the CTA Board of Directors on the financial status of the association. One signature of the treasurer and or secretary for all checks will be required.
   4. The chairpersons will form their groups, arrange dates for matches, communicate with league officials and advise the group members of same.
   5. The social chairperson will organize special tennis events and any tennis member social gathering.
   6. The technical chairperson will be an employee of the golf course maintenance team, will not have the right to vote, and will be responsible for the tennis courts, area immediately surrounding the tennis courts as well as the supervision or work assignment relating to the courts as they arise.

G. *Board of Directors' Duties:*
   1. Establish the operations policy of the association.
   2. Establish the annual dues of the association.
   3. Create committees to further the goals and policies of the association.
   4. Meet as required during the season from October to April. All CTA meetings well be open to all homeowners of Copperleaf.
   5. The board of directors may not impose additional fees or special assessments, except by majority vote of the members.
   6. A quorum is met when four (4) CTA Board of Directors are present.
   7. Upon the resignation of a CTA Board Member or his/her absence from three (3) consecutive meetings without cause, the board must replace such member by appointing a candidate to fill the unexpired term.
   8. Roberts Rules of Order will pertain to all meetings of the association.

H. *Amendments:* These by-laws may be altered, amended, or repealed, and new bylaws may be adopted, by vote of a majority of the Members voting at any meeting of Members.

I. *General Tennis Policies and Procedures:*
   1. Schedule court reservations through Chelsea or pro shop. Three day advance reservations can be made for CTA scheduled play. Courts open to all CL members at all times for reservations after CTA deadline. Follows current CL procedures for various golf leagues' tee time requests.
   2. Club sponsored or CTA special organized events, such as socials, mixers, inter club leagues, or tournaments can be blocked or times reserved through the pro shop. Also follows current CL procedures for club sponsored golf tournaments and events. Must be a CTA member to play in CTA events.
   3. When reserving a court, include all players' names using the court.
   4. If you will not be using your reserved court time, please cancel with the pro shop so someone else may use the court.

5. For latecomers, reservation is void after ten minutes.
6. The organizers of special events and league play must send a list of the players to the General Manager. Only CTA members are eligible for inter club play.
7. All guests must be registered in the pro shop, and guest fees apply, unless part of a visiting inter-club team. There is no fee for children under 12. All children under 12 must be accompanied by an adult Copperleaf member.
8. The courts are to be used exclusively for tennis. All other activity on the courts is strictly prohibited.
9. *Dress Code:*
   a) Men must wear shirts with sleeves. No denim or blue jean style shorts.
   b) Women must wear tennis shorts and appropriate tops.
   c) Tennis shoes required.
10. As a courtesy to all players, courts and lines must be brushed after each use. Please stop your play five minutes before ending time in order to complete this and not hold up next reserved group.
11. Violations of policy by CL members or guests should be brought to the General Manager for resolution.

***Article XX: Copperleaf Bocce Association By-Laws***

A. *Name:* The name of the Association shall be The Copperleaf Bocce Association herein (Article XXI) referred to as the "Bocce Association" in this Article.

B. *Objective:* The objective of the Association is to promote the game of bocce through good sportsmanship and organized play for the members of Copperleaf.
   1. *Bocce Association:* Membership. Membership in the Association is limited to Members
   2. *Dues:* Dues shall be collected and deposited in a checking account in the name of The Copperleaf Bocce Association.
   3. *Fiscal Year:* The fiscal year of the Bocce Association shall run from January 1 through December 31.
   4. *Board:* The Bocce Association shall, each year, elect a Board of Directors, as described in Section 21.5 below, to conduct and/or monitor the responsibilities of the Bocce Association.
   5. *Responsibilities:* Bocce Association members must adhere to the Rules established by the Bocce Association.
   6. *Board Approved:* Before implementation, the Bocce Association's initial By Laws must be approved by the Board of Directors of Copperleaf.
   7. *Amendments:* Amendments to these By Laws may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4) of the Association's members. The proposed amendments will be voted upon by the Members at the next Annual meeting and then, if passed by a majority of those members in attendance, they will be sent to the Board of Directors of Copperleaf and COPs for approval and subsequent implementation.

C. *Bocce Policies and Procedures:* Copperleaf has two lighted Har-Tru Bocce courts monitored by the Recreational Committee. The following Bocce Policies and Procedures have been agreed upon by the Copperleaf Board of Directors.
   1. All courts must be reserved through the Pro Shop or Chelsea, if it is available. During the mixed league season, league play make-up matches have preference in scheduling courts.
   2. Court use is limited to two hours.
   3. For latecomers, a ten (10) minute delay policy is in effect, after which time the court will be released.
   4. The original scheduler is responsible to cancel a reservation if unable to play.

5. Club sponsored events such as socials, mixers, mixed league play, inter-club leagues or tournaments may have times blocked out and reserved in the Pro Shop or on Chelsea if it is available.
6. The organizers of mixed league play must send a list of Copperleaf team players to the General Manager. Only Copperleaf members, associate or social members, or registered renters are eligible for Copperleaf inter-club play.
7. All guests must be registered at the Pro Shop unless part of a visiting inter-club team.
8. Children 12 and under must be supervised at all times by a Copperleaf member who must be in attendance at the courts.
9. Allow five (5) minutes at the end of your reservation to both brush the courts as well as clean up any food or drink containers.
10. *Dress Code:* Shirts and shoes are required. It is recommended that open toe sandals/flip flops not be worn because of the potential for injury and to avoid irritating the feet with the granular material that will be on the court surface.
11. Proper etiquette should be observed at all times. Excessive noise or profanity is prohibited. Violations of policy by Copperleaf members or their guests will be referred to the General Manager for resolution.
12. Copperleaf Bocce Association membership is required to participate in Bocce mixed league play.
13. Smoking and cell phone use will only be allowed in designated areas.
14. All regulations as currently prescribed, or may be added by the Copperleaf Board of Directors for club amenities, are in effect on the courts.

*D. Board of Directors: Number, Term, Duties, Meetings, and Quorum*

1. *Overall:* The Board of Directors shall govern all organizational and financial affairs of the Bocce Association including, but not limited to, league play, inter-community play, open play and social events.
2. *Number of Directors:* The Board shall consist of five (5) Directors elected by majority vote of the members of the Bocce Association each of whom, after election of the initial Board as explained in Section 21.5 below, will serve for two (2) years.
3. *Board Duties:* The Directors of the Board shall:
   a) Elect the Board's officers immediately following the Bocce Association Annual Meeting/General Election.
   b) Determine the duties and responsibilities of each Board member.
   c) Create committees as needed to further the goals and policies of the Bocce Association and may at its discretion, designate any Director as chair of any standing or ad hoc committee or may appoint any Bocce Association Member as chair of any standing or ad hoc committee.
   d) Determine the duties and responsibilities of any standing or ad hoc committees.
   e) Determine and advise the members of the annual dues.
4. *Vacancies:* In the event of the death, disability or resignation of a Board Member, the Board will declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting.
5. *Meetings:* Regular monthly Board meetings should be held during the time when league play is ongoing (Jan-Mar). An agenda along with the time and place of the meeting should be published by the President or Vice- President no less than three (3) days prior to the meeting.
6. *Special Meetings:* Special meetings may be held at the discretion of the Board President or Vice-President. An agenda along with the time and place of the meeting should be published by the President or Vice- President no less than two (2) days prior to the meeting.

7. *Teleconference:* Members of the Board or any committee designated by the Board may participate in a meeting of the Board by means of conference phone.
8. *Quorum Votes for Action:* At all meetings of the Board, attendance (including by phone) of three (3) Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at such meeting shall constitute the decision of the Board.

*E. Annual Meeting/General Election:*

1. *Annual Meetings:* The Board shall convene an annual meeting of all members of the Association to coincide with its regularly scheduled February Board of Directors meeting.
2. *Eligibility:* Any member of the Bocce Association is eligible to run for the office of Director of the Board. Nominations will be accepted by the Board prior to the meeting and will be taken from the floor at the annual meeting.
3. *Election of Directors – Terms:* The five (5) Directors will be elected by a majority, vote of the members in attendance. Attendance at the meeting is defined as being physically present at some point during the block of time allowed for voting and casting a ballot. Election results for both officers and proposed By Law changes will not be official unless at least 5% of the Membership has cast ballots during the allotted time. Five percent of the Membership will be calculated using the total Membership at the start of the league season in January as a base. If 5% do not cast ballots as defined above, a subsequent election will be held in March at the Annual Bocce Banquet. At the initial election, those three (3) receiving the highest number of votes will serve for a two (2) year period. The remaining two (2) will serve for one (1) year. At the end of one (1) year these latter positions will be filled by election of Members for a two (2) year term. If necessary to fill a position(s), an election for Directors involved in a tie will be held immediately.

*F. Officers:*

1. *Title:* The officers of the Association shall be a President, a Vice- President, a Secretary and a Treasurer all of whom shall be elected annually by the Board of Directors.
2. *President:* The President shall:
   a) Preside at all meetings of the Board of Directors and Members
   b) See to it that all orders and resolutions of the Board are put into effect
   c) Publish the date, time and place of all regular and special meetings of the Board.
3. *Vice-President:* The Vice-President shall, in the absence or disability of the President, perform the duties of the President.
4. *Secretary:* The Secretary shall:
   a) Attend all meetings of the Board of Directors
   b) Maintain a permanent record of the minutes of all Board proceedings, including its votes/resolutions
   c) Maintain a record of the minutes of all standing or ad hoc committee meetings
   d) Be the custodian of the By Laws and Rules of the Bocce Association as well as any amendments to these documents.
5. *Treasurer:* The Treasurer shall:
   a) Maintain the necessary records to ensure the correct receipt and disbursement of all Bocce Association funds through a bank account which shall be in the name of the Bocce Association.
   b) Provide the President and Directors, at the meeting of the Board or whenever they may request it, with an accounting of all transactions as well as the financial condition of the Bocce Association.

## PART THREE: POLICIES AND PROCEDURES: COUNCIL OF PRESIDENTS (COPs)

### *Article XXI: Council of Presidents*

The Council of Presidents shall perform specific governing duties, as assigned by the Governing Documents of the Association. As such, the Council is not subject to requirements and restrictions outlined for Committees assigned by the Board. The Council of Presidents is not a committee of the Board.

*A. Definitions, Duties*

1. The name of the organization is Council of Presidents of Copperleaf Golf Club Community Association, Inc. ("Council"), or ("COPs").
2. The words used in these Policies and Procedures 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 Lee County, Fl. Public Records, as it may, from time to time, be amended (the "Declaration"), unless the context herein indicates otherwise.

*B. Membership, Voting, Key Issues, and Polling*

1. *General:* The Members in each Neighborhood shall be represented by a Neighborhood Representative who shall be responsible for casting all the votes attributable to Member Units in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in the Declaration or the By-Laws, such as the election of directors and voting on Key Issues.
2. *Membership:* The Neighborhood Representative shall either be: (i) the senior elected official of the Neighborhood Association, (usually the President) or (ii) any elected official of the Neighborhood Association board.
3. The Neighborhood Association 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 temporarily or permanently.
4. In the event 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."
5. The Alternative and Interim Neighborhood Representative, when attending a COPs meeting, shall have the full power to act, including voting, as a Neighborhood Representative, except on Key Issues.
6. *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 ByLaws. A key issue requires a polling of the Members.
7. *Polling:* 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 of his or her Neighborhood.
   a) *Polling Procedure:* 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.
   b) *Polling Voting Procedure:* The only responses to the polling of the Members shall be one of the two following: • "Support," or • "Do not Support"
   c) Each Neighborhood Representative shall vote all "Support" and "Do Not Support" votes, as those votes have been received from the Members.
   d) 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.

C. *Meetings, Officers, Quorum, Voting:* The Council may conduct meetings on a monthly basis from October through May and, as necessary, for the remaining of the year. All meeting agendas, time and place shall be posted in the clubhouse and by Member 'Blast' email at least forty-eight (48) hours prior to the meeting to advise Members of the meeting details.

1. The Council shall convene an Annual Meeting in February, for the sole purpose of electing officers. At the Annual Meeting, the Council shall elect a Chair, Vice Chair and Secretary, who shall be Neighborhood Representatives, and other officers, at its sole discretion. At the sole discretion of the Council, Neighborhood Representatives voting for any officer may be by voice vote or secret ballot. In the case of secret balloting, the Secretary shall count Council Member votes for officers.
2. The current Chair shall chair the Meeting, unless at the sole discretion of the Chair this responsibility is assigned to another current Member the Council.
3. For each designated officer position, the Chair shall open the floor to nominations, which need not be seconded. The Chair shall call for nominations to be closed when it is determined that all Council Members have had ample opportunity to make nominations and closing of nominations for the election of each officer shall require a vote of acclamation by the Council Members.
4. Any Council Member shall have the right to recommend to the Chair a vote of acclamation for a Council Member for any Officer position, which shall require an affirmative voice vote of all Council Members. Any single nay vote to such recommendation waives the recommendation.
5. Special meetings of the Council shall be held when called by written notice signed by the Chair or Vice Chair or by any two Members of the Council. 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 Council Member by: (a) personal delivery; (b) telephone communication, or (c) facsimile, computer, fiber optics or other such communication device. The notice shall be posted or published in a conspicuous place within the Clubhouse at least twenty-four (24) hours prior to the Special Meeting.
6. Council Members or Council Committee Members may participate in a Council meeting or Council committee meeting 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.
7. At all Council meetings, six (6) Council Members or their designates shall constitute a quorum for the transaction of business.
8. The votes of a majority of Council Members present at a meeting at which a quorum is present shall constitute the decision of the Council, except where a weighted vote of more than a majority is required. (See 21.2 for additional procedures).

D. *Approval, Amendments*

These Policies and Procedures may be adopted by and amended only by the affirmative vote or written consent, or any combination thereof, of Council members representing the majority of the total votes in the Association.

E. *Meeting Regulations:* The Council shall conduct all meetings in accordance with regulations delineated in the Association governing documents, including but not limited to the following:

1. Council meetings are open to all Members, unless otherwise restricted by Florida Statute. At a Council meeting, if a Member wishes to address the Council, regarding any agenda item(s), the Member must submit a request, <u>in writing</u>, to the Association office, at least twenty-four (24) hours prior to the published time of the meeting. The request must state the Member's name, community and the specific agenda item(s) on which the Member wishes to address the Council. In the event of timely receipt and appropriate form of such notice, the

Member shall be allowed to address the Council prior to the Council's discussion and vote on said agenda item(s). In its sole discretion, the presiding officer may limit the Member's speaking time to three (3) minutes. At any regularly noticed Council meeting, any Member may address the Council on any issue(s) relevant to the Association. However, the presiding officer, at his/her sole discretion, may take such comments or questions from the floor either before the meeting begins, during the meeting or after the Council concludes its business, but prior to adjournment.

2. Council meetings should be conducted in an open and respectful manner, providing each Member has the opportunity to express views and opinions.
3. At all times, Council members will maintain a high level of professionalism, treating other members of the Council, Members, and management representatives with dignity and courtesy. It is incumbent upon the Council chairperson to maintain order and proper decorum.
4. Council may assign Neighborhood Representatives and/or Owners to study, research and analyze specific functions or tasks, constituting a Council committee and to report those findings to the Council as a whole.

*F. Responsibilities*

1. *Responsibilities-General:* Council shall review, evaluate and, when appropriate, make recommendations to the Board on issues brought to the Council by the Board, Standing Committees and/or any Member(s) that are included as agenda items of regularly scheduled or special meetings.
2. *Responsibilities Assigned:* Specific responsibilities are assigned to the Council in the Association governing documents.

*G. Reporting*

The Council shall report at Board meetings as appropriate through the submission of meeting minutes and by oral report by the Council Chair or a designated member of COPs.

PART FOUR: COMMITTEES

Article XXII: Committees

A. Description of Association Committees

1. Committees designated by the Board of Directors are comprised of Owners who volunteer their time and effort without compensation, for the benefit of the Association. Membership of each committee may be hereinafter specified. The Board, notwithstanding any language on the limitation of committee membership, may increase or decrease the membership of said committees by no more than three (3) Owners. Committees will be formed for various aspects of club life and function as a conduit between the community members, the Board, and General Manager. Each Standing Committee operates by conducting scheduled periodic meetings, reporting the results of those meetings to the Board for information and/or subsequent action. All members of the Board and the Association's General Manager are non-voting ex officio members of all Standing and other committees, except as otherwise stipulated by the Board or Governing Documents. The Board will make a diligent effort to identify and solicit Owners who are qualified to chair standing committees. At its sole discretion, the Board may elect to assign a Board member to chair any committee.

B. Type of Committees

1. Board Committees: Consist solely of the members of the Board of Directors to carry out specified functions, programs, or projects assigned by the Board.

2. Standing Committees: Consist solely of Owners at the discretion of the Board or as described in the Governing Documents to carry out specified functions, programs, or projects assigned by the Board. Assignments are ongoing, usually for a period of one year, and include responsibility for major activities. Standing committees and designated responsibilities shall be identified in the Rules & Regulations

3. Ad Hoc Committees: Consist solely of Owners at the discretion of the Board or as described CGC Rules and Regulations in the Governing Documents to carry out specific functions, programs, or projects assigned by the Board. Assignments are temporary and are created for a specific task. Once the task is completed the ad hoc committee will be dissolved. Ad Hoc committees may, but need not, be included in the Rules & Regulations.

C. Committee Framework, Responsibilities, and Functions: The following apply to all committees:

1. Each Department Head will have as his/her responsibility to work in collaboration and concert with the Committee Chair for his/her area of management to set meeting dates, set the agenda for the meeting, keep the minutes of the meeting, and prepare the minutes to be sent on to the Board of Directors in a timely fashion once a consensus of the committee concerning the minutes has been reached.

2. Committee Chairs are appointed by the President and approved by the Board. The President, in collaboration with each committee Chair, shall select the committee members. Committee Chairs are responsible for convening and conducting the meetings. Each Chair serves a one-year term, which can be extended or reduced by the Board at its discretion. At its sole discretion, the Board may appoint Co-Chairs for a committee.

3. Appointments of committee chairs and members shall be made annually. Each committee will attempt to turnover one-third of its members each year. The Board may choose to extend or reduce member terms at its discretion.

a. Each member may only serve a maximum of six consecutive years
b. One Owner should not serve concurrently on two separate committees without Board approval.
c. Two co-owners may not serve together on a committee concurrently.

4. The Chair, or designee, will attend all Board meetings, in months in which the committee has convened a meeting, to answer any questions for the Board.

5. Committees may elect a secretary whose duties shall include, but not be limited to, creating and posting pre-meeting agendas, and taking and issuing complete, accurate, and timely minutes of the meeting.

6. The Board may appoint a current Director as Board Liaison to each Standing Committee, whose function shall be to provide counsel to the committee during the course of meetings.

7. Committees may conduct meetings on a monthly basis from January through December. Meeting agendas, time, and place shall be posted in the clubhouse at least forty-eight (48) hours prior to the meeting to advise community members of the meeting details.

8. Committees may assign committee members to study, research, and analyze specific functions or tasks; constituting a subcommittee to report those findings to the committee as a whole.

9. Committees will publish and distribute meeting minutes to the Board in a timely manner prior to each regularly scheduled Board meeting.

10. Committee meetings are open to community members unless otherwise restricted by FL Statute. At a committee meeting, if a community member, who cannot be present at the meeting wishes to address the committee regarding any agenda item(s), the member must submit a request, in writing, to the Association office, at least twenty-four (24) hours prior to the published time of the meeting. The request must state the member's name and the specific agenda item(s) which the member wishes the committee to address. In the event of timely receipt and appropriate form of such notice, the committee shall then discuss the item submitted.

11. At any regularly noticed committee meeting, any community member may address the committee on any issue(s) relevant to the committee. However, the committee Chair, at his/her sole discretion, may take such comments or questions from the floor either before the meeting begins, during the meeting, or after the committee concludes its business, but prior to adjournment. Further, the Chair, at his/her sole discretion may limit discussion to three minutes.

12. Committee meetings should be conducted in an open and respectful manner, providing each committee member the opportunity to express views and opinions.

13. When conducting committee business, recommendations that require Board approval will be submitted to the Board through meeting minutes or through a separate written recommendation that contains relevant facts and explanations. The Board will advise the committee, through its Chair, regarding any action taken. The Board is not required to agree with the recommendations presented by the committees but will, however, explain the rationale underlying its decision.

14. All committees operate in an advisory capacity and at the pleasure of the Board. All final decisions rest with the Board. After the committee has discussed the pertinent issues and reached a consensus, the minutes should be prepared in such a manner to give the Board the necessary information needed to make a decision. The General Manager may attend any committee meeting.

15. At all times, committee members will maintain a high level of professionalism, treating other members of the committee, Members, and management representatives with dignity and courtesy. It is incumbent upon the committee Chair and the Board Liaison to maintain order and proper decorum.

*D.* Designated Standing Committees

1. Architectural Review Committee: The Architectural Review Committee (ARC) is a Standing Committee whose purpose is to develop an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. The standards set forth criteria for design, style, materials, colors, and location of site improvements, landscaping, signage, and lighting.

a) The committee shall be an oversight committee that will review all approved decisions by the Neighborhood Architectural Review Committees for consistency and appropriateness. Decisions of the committee shall supersede those made by the Neighborhood Committees in cases of inconsistent rules interpretation and are subject to final review by the Board.

b) Committee shall be composed of a Chair and at least three, but not more than seven Owners who shall serve and may be removed and replaced at the Board's discretion.

c) *Responsibilities:* The committee shall review, evaluate, and when appropriate make recommendations to the Board as to the following:

- Make modifications and/or amendments to the Architectural and Landscape Guidelines (ALG).
- Through application of the ALG's, establish a process for review of all proposed construction and modifications to the exterior of residences.
- Review submissions by the Neighborhood ARC's for all approved requests for any parcel or neighborhood common area improvement or structure, together with a copy of any required governmental permits.
- Recommend changes to Exhibit "H" of the ALG's, which lists the approved and prohibited Landscape Plant Materials.
- Address such other matters as the committee deems advisable or the Board may direct.

The committee shall update the Board through the submission of meeting minutes and, when necessary, by oral report by the committee Chair or a designated committee member.

2.The Communications Committee is a Standing Committee created to provide advice and recommendations to the Board on matters of communications to Owners.

a. The Committee shall be composed of a Chair and a maximum of six Owners.

b. The Committee shall assist in the distribution of information to Members in a timely manner. A variety of communication avenues should be explored with recommendations to the Board on the most effective utilization of communications tools. The Committee will work with the Association's Management Team, providing recommendations and assistance regarding communications with Members.

c. Responsibilities: The Committee shall review, evaluate, and make recommendations to the Board as to the following:

- Assist in the preparation of various forms of communication with Members including The LEAF, regular e-mail blasts, website, and bulletin boards. This includes, but is not limited to, writing articles, taking photographs of Club activities and events, and promoting golf and social events scheduled at the Club during the year.
- Assist Management with annual updates of the Membership Directory.
- Continue to analyze current communications tools and make recommendations regarding continued use and/or changes to the ways the Club communicates with Members.
- When requested by the Board or General Manager, assist in the creation of Membership Surveys, including but not limited to question development, editing, and dissemination of results.
- The Committee shall update the Board through the submission of meeting minutes and, when necessary, by oral report by the Committee Chair or a designated Committee Member.

3. The Finance Committee is a Standing Committee created to provide advice and recommendations to the Board on financial policy, financial management and reporting.

a. The Committee will review and advise on matters concerning the annual budget, revenue and expenses, and financial policies and procedures.

b. The Committee shall be composed of a Chair and a maximum of six Owners. The Board Treasurer shall serve as a non-voting Member of this committee.

c. Responsibilities: The Committee shall review, evaluate, and make recommendations to the Board concerning the following:

- Review financial reports monthly.
- Recommend annual operating, new capital acquisition and replacement reserve budgets to the Board and track actual revenue and expenses to these budgets throughout the year.
- Monitor cash management and investments.
- Monitor the process of updating the Asset Replacement Schedule several times a year and develop the recommended Member Assessment for the Replacement Reserve Fund.
- Develop and implement internal financial controls, including review of fraud risk assessment.
- Periodically review financial policies and capital expenditure practices.
- Ensure compliance with tax and other government regulations.
- Recommend types of insurance as required to operate the Association in a prudent manner.
- Make recommendations to the Board with respect to the selection of a Certified Accountant (CPA) to audit the financial records and condition of the club. Further, it should determine the scope of such audit, evaluate the results of the annual audit, and report to the Board any significant items affecting the financial welfare of the Club.
- Such other matters as the Committee deems advisable and the Board authorizes, or the Board may direct.

The Committee shall update the Board through the submission of meeting minutes and, when necessary, by verbal report by the Committee Chair or a designated Member of the Committee.

*4.Golf Committee:* The Golf Committee is a Standing Committee created to provide advice and recommendations on matters concerning the use of the golf facilities. The Committee shall function as the interface between the Board and community members regarding use issues related to golf facilities.
*a*. The Committee shall promote the observance of golf policies and assist Management in the scheduling and conduct of golf events.

b. The Committee shall be composed of a Chair, a representative of each golf Association, and up to four Owners at large. The Head Golf Professional shall be a non-voting member.

c. The Committee may appoint subcommittees as it deems advisable to carry out its responsibilities, such as a Handicap Committee or a Tournament Committee.

d. Responsibilities: The Committee shall review, evaluate, and make recommendations to the Board as to the following:

- Review the Club's Golf Policies and Procedures as they relate to the use of golf facilities at least annually for needed changes and updates.
- Monitor violations of the Club's Golf Policies and Procedures and recommend the imposition of Member sanctions to Management.
- Establish local rules of play to supplement USGA Rules of Golf.
- Monitor handicaps in accordance with the USGA Handicap Rules.

- Review events requested by Members and Organizations and establish an annual schedule for use of the golf facilities.
- Assist Management in planning and implementing Club tournaments, including entry requirements, flight formats, schedule, and prizes.
- Review golf operational plans, budget, and monthly activity with the Head Golf Professional, and make recommendations to the Board on matters that will help increase revenue, effectively manage expenses, and maximize Member use of golf programs and the golf course.
- Review proposed capital equipment/replacement plans with the Head Golf Professional and make recommendations to the Board, Finance, and Budget Committees.
- Make recommendations to the Board with respect to golf fees, membership programs and related financial aspects of the golf facilities.
- Coordinate with other Committees to carry out such other responsibilities as the Board may request.

The Committee shall update the Board through the timely submission of meeting minutes, via Head Professional reports and, when necessary, by verbal report by the Committee Chair or a designated Committee Member.

5.*The Greens and Grounds Committee* is a Standing Committee created to provide advice and recommendations on specified matters related to the golf course facilities and common area landscaping, including but not limited to the golf course, cart paths, driving range, putting and chipping areas, and equipment used in connection with the maintenance of the golf facilities.
a. The Committee shall also be responsible for landscaping at the entrance to the community, the exterior of the clubhouse, and entrance and other perimeter monuments and respective landscaping.

b.The Committee shall be composed of a Chair and a maximum of six Owners. The Golf Course Superintendent shall be a non-voting member.

c.Responsibilities: The Committee shall review, and make recommendations to Management and the Board of Directors as follows:

- Conduct regular tours of the golf course facilities and common grounds areas with the Golf Course Superintendent
- Provide a conduit between Members and Management regarding complaints, wants, and needs as they relate to the golf course and common areas.
- Assist Management in development of operational plans, and capital equipment purchase/replacements.
- Review all matters pertaining to the maintenance facilities.

The Committee shall update the Board through the submission of meeting minutes and, when necessary, by verbal report by the Committee Chair or a designated Committee Member.

6.*The House Committee* is a standing Committee created to provide input, feedback, and make recommendations to the Board in collaboration and in assistance with the Food and Beverage Management Team on matters concerning the events and activities of the clubhouse related to the Food and Beverage department.

b.Responsibilities:

- Assist the Food and Beverage Management Team in planning Social events for the Master Calendar.
- Assist the F&B management team in promoting all Club events and activities.
- Monitor the success of events, reservations, the use of clubhouse and poolside facilities that are within the Committee's jurisdiction.
- Support and assist the F&B management team in implementing Board approved goals and policies relative to the clubhouse facilities and activities.
- The Committee shall update the Board through the submission of meeting minutes and when necessary by verbal report by the Committee Chair or a designated Committee Member.
- The Committee shall be composed of a Chair and a maximum of six Owners. The Chef and the F&B manager, and Assistant Food and Beverage Manager shall be non-voting Members.

The Committee shall update the Board through the submission of meeting minutes and, when necessary, by verbal report from the Committee Chair or a designated Committee Member.

7.*The Recreation Committee* is a Standing Committee created to provide advice and recommendations on matters concerning recreational activities and the use of the recreational facilities including the activity center, tennis courts, swimming pool, bocce courts, and other facilities as may from time to time be designated by the Board.

a.The Committee shall function as the interface between the Board and community Members. The Committee shall promote the observance of recreational events and recreational facility policies and assist management in the planning and implementation of such recreational events.

b.The Committee shall be composed of a Chair or Co-Chairs, a representative of the Copperleaf Bocce Association, the Copperleaf Tennis Association, the Copperleaf Pickleball Association, a Fitness Representative, and not more than three Owners at large.

c.The Committee may appoint subcommittees as it deems advisable to carry out its responsibilities.

d.Responsibilities: The Committee shall review, evaluate, and, if appropriate, make recommendations to the Board as to the following:

- Review operational plans and monthly activities and identify potential concerns and necessary improvements.
- Make recommendations to the Board with respect to fees, rates, membership plans, and related operations of the recreational facilities.
- Review proposed capital equipment/replacement plans with the administrative liaison designated by the Board and make appropriate recommendations to the Board, Finance and Budget Committees.
- Support operations and planning for maintaining and improving the Club's recreational facilities

- Assist the Activity Director to ensure that use of the recreational facilities as they relate to the Copperleaf Policies and procedures are followed.
- Assist the Activity Director in developing an annual schedule for use of the recreational facilities by incorporating requests from Members and Organizations. Coordinate these activities with the House Committee and/or other Committees as needed.
- Assist the Activity Director in the implementation and oversight of recreational tournaments, events and social activities. Assist in coordinating such events with the Food & Beverage Department and/or other departments, as necessary.
- The Board Liaison will communicate with this Committee as appropriate to carry out such other responsibilities as the Board may from time-to-time request.

The Committee shall update the Board through the submission of meeting minutes and, when necessary, by verbal report from the Committee Chair or a designated Committee Member.

8.*The Facilities Committee is* a Standing Committee created to provide the oversight function on behalf of the Club's Board of Directors for the construction, maintenance, and renovation of all physical facilities, with the exception of the golf course.

a.This Committee will ensure that investments in the Club's physical facilities are consistent with the Club's stated mission to provide high quality services and programs, and that the expenditures for repair and replacement of its physical facilities are consistent with that mission.

b.Responsibilities: The specific mission of the Facilities Committee are as follows:

- To work with Club Management to develop, and present for Board approval, plans for renovation and/or replacement of Club facilities.
- To ensure appropriate levels of maintenance are established for all Club facilities and equipment and review and monitor ongoing maintenance programs.
- To ensure compliance with all applicable building code and safety regulations.
- To maintain liaison with appropriate Club Committees on issues pertaining to interior design and decoration.
- In conjunction with the Finance and Budget Committee, to review the adequacy of the Club's Replacement Reserve Fund in regards to facilities, then propose budgets for facilities capital and operating expenditures to ensure the funding of investment, replacement, and maintenance of Club physical facilities.
- Oversee the development of the Facilities Master Plan

Required Composition: Five to nine Members and one Board Liaison.

*E. Designated Ad Hoc Committees*

1. *Audit Committee:* The Audit Committee is an *Ad Hoc* Subcommittee of the Finance Committee. The committee shall be composed of three (3) Owners approved by the Board. Responsibilities include reviewing the annual audit of the Association, the CPA's conduct, as necessary, completing independent financial audits of the Association's operations or any part thereof relating to audits and auditors, and performing other tasks as assigned to the committee by the Finance Committee and approved by the Board. The committee shall report findings and recommendations to the

Finance Committee and to the Board. The committee shall operate in accordance with the charter established by the Finance Committee.

2. *Budget Committee:* The Budget Committee is an *Ad Hoc* committee created to provide advice and recommendations to the Board on matters relating to the Association annual budget. The committee shall be composed of not more than seven (7) Owners, approved by the Board, consisting of two (2) Board members, two (2) Neighborhood Representatives and two (2) Finance Committee members as well as the Board Treasurer who serves as Chair. Primary responsibility includes reviewing and making recommendations on the Association annual budget, based on parameters and priorities established by the Board through their strategic planning process. The committee shall prepare and present the proposed Association annual budget to the Finance Committee, Board, and Council of Presidents in subsequent order. The committee presentation shall highlight how the budget aligns with the parameters and priorities established by the Board and provide a justification for any expenditure requests received from the GM and Department Heads that are not included in the annual budget. The Budget Committee term ends after "preparing and presenting" the proposed annual budget. The Finance Committee then assumes responsibility for reviewing and advising the Board on matters concerning the budget and other financial issues.
3. *Others:* As required, the Board shall create committees to provide advice and recommendations to the Board on specific matters. Examples of *Ad Hoc* committees include Covenants, Governance, Human Resources, Safety and Security, and Strategic Planning.

## PART FIVE: NOISE CONTROL

To supplement the Lee County Noise Control Ordinance (Lee County Code of Ordinances, Part I, Chapter 24.25) limiting harmful noises, the Copperleaf Community prohibits aesthetically offensive noisy (hereinafter, "loud") activities within its boundaries between 7:00 p.m. Monday through Friday evenings until 7 a.m. and from 5:00 p.m. Saturday until 7 a.m. Monday, with the exceptions noted below. During the specified times, Members, Member guests, Copperleaf employees, or contractors engaged by any of the foregoing persons, shall create "loud" noise. "Loud" means noise at levels such as those made by power washing equipment, leaf blowing and vegetation trimming equipment, power saws used to cut wood, piping or tiles, or other equipment creating similar noise levels, unless such activities are substantially muffled, such as being conducted in a closed garage or closed (windows and doors shut) room. Exceptions are allowed for equipment used: (1) for golf course maintenance; or (2) for unavoidable emergency work - such as repair of air conditioning or plumbing, which cannot reasonably be deferred until a time when these limits do not apply.

| Allowed | Noise Abatement Periods |
|---|---|
| 7:00 am – 7:00 pm Monday – Friday | 7:00 pm -7:00 am Monday – Friday |
| 7:00 am – 5:00 pm Saturday | 5:00 pm – 7:00 am Saturday – Monday |
| | ALL DAY Sunday |

## PART SIX: PERMANENT GUEST GATE ACCESS POLICY

### *Article XXIII: Permanent Guest Gate Access Policy*

A. *Registration:* All permanent guests shall be registered with the Club and security gate. Permanent guests are restricted to family members or service providers of an Owner.

B. *Applications:* Permanent guests will be allowed access to Copperleaf upon written application, which must be renewed annually, and which applications shall be in such form as established by

Club Management, including a photo and other identification of the proposed permanent guest. Club Management shall have the sole authority and discretion to grant or deny the application of a proposed permanent guest.

C. *Revocation:* Club Management, at its discretion, may revoke the gate access privileges previously granted to any permanent guest.

## PART SEVEN: CLUB MEMBER SELECTION QUALIFICATION PROCESS

### *Article XXIV: Club Member Qualification Process*

A. *Qualification Process:* All individuals who are proposed for membership (other than Members based upon ownership of a unit in Copperleaf) shall make an application on such a form as prescribed by Club Management, who shall administer the application process. The process shall include two references (from Members, or former private club affiliations), interviews with the Club Management or his or her designee, Golf head professional, or his or her designee, and one Board Member or his or her designee, (all of whom shall give a written report of the interviews).

B. *Posting of Applicant's Name:* The name of all applicants for club membership shall be posted in the clubhouse or otherwise as shall be determined by the Club General Manager for a period of 30 days, commencing on the date when the application was received by the club.

C. *Acceptance:* The acceptance or denial of an application shall be at the sole discretion of Club Management.

D. *Renewals:* If a Club Member desires to renew his or her membership in contiguous years, the process need not comply with the provisions of items A and B of Article XXIV. Hereof, in which case Club Management shall determine the forms and procedures for renewal of Club Membership.

## PART EIGHT: FACILITIES GUEST POLICY

### *Article XXV: Facilities Guest Policy*

Guests, whether in-season or off-season, are required to register in the administrative office before engaging in an activity. If a guest will be using the facility over a weekend or holiday, the administrative office must be notified prior to using the facilities.

*In-season Guest Policy:* November 1 – April 30

- Golf: A guest may play the golf course 6 times with a Member each season between November 1 and April 30 and in addition may also play in the Member Guest and Men's/Women's Invitational.
- Restaurant: There are no guest restrictions for use of the Poolside Café, Lounge, or the Clubhouse Restaurant for dining.
- Pool: There are no guest restrictions for use of the pool.
- Bocce Ball, Tennis Courts, Fitness Center, Card Games, or Club Sponsored Parties and/or Special Events: A Member's guest may use 6 day passes throughout each season. A Member's guest may use a day pass to use only one of these areas on a particular day or may use a day pass to use all of these areas in one particular day. As examples; a guest may play bridge in the morning, then play tennis in the early afternoon, then use the fitness center in the evening, and the use of all those areas together counts as one Guest Day Pass; or a guest may play Bridge only and that also counts for one Guest Day Pass.

*Off-season Guest Policy:* May 1 – October 31

- Golf: A guest may play the golf course unlimited, with or without a Member.
- Restaurant: There are no restrictions for use of the Poolside Café or in the Clubhouse Restaurant and Lounge.
- Pool: There are no guest restrictions for the use of the pool.

- Bocce Ball, Tennis Courts, Fitness Center, Card Games, or Club Sponsored Parties and/or Special Events: There are no restrictions for these areas during this time.

*Additional Restrictions:*

- Fitness Center restrictions are lifted for 7 days prior to Christmas and for 7 days after Christmas each year. (December 18 – January 1)
- Golf Guest and Fitness Center Fees may vary year to year.
- A guest needs to be accompanied by a Member or get prior approval between November 1 – April 30.
- Exceptions to these rules may be requested either to the Director of Golf Operations or General Manager for use of the golf course, or to the General Manager for all other areas of the Club.
- This policy places a six-time limitation on any single individual, for participating as a guest in golf, and a six-time limitation as a guest in recreational or social functions, regardless of whether they are sponsored by one or multiple members.

## PART NINE: MISCELLANEOUS

### *Article XXVI: Oath of Office-Directors & Officers*

Each person elected a director or an officer of the Association, shall take an oath and sign the following oath of office before assuming his/her duties as a director or officer:

*I, the undersign, being a Director and/or an Officer Copperleaf Golf Club Community Association, Inc., ("Copperleaf") a Florida Corporation Not For Profit, herby affirm that I will faithfully execute the office of Director and/or officer of Copperleaf, and will do my best to abide with all laws of the United States of America and the State of Florida and with any local laws, and with the Documents and the resolutions of the Copperleaf Board and COPs. I hereby further affirm that I have read Copperleaf's Code of Ethics and Conflict of Interest Policy and will, to the best of my abilities, comply and obey the same.*

Print Name: _____ Date: _____
Signature: _____

### *Article XXVII: Dress Code and Conduct Policies*

*A. In General*

1. Members are asked to willingly comply with the Dress Code and Conduct Policies and to ensure their family and guests comply.
2. All members and guests shall wear appropriate attire at all times; Management reserves the right to define "appropriate" attire and may require owners or guests to change to appropriate attire before using any amenity.
3. Denim and cargo pants or shorts, or any form of such outerwear, is not acceptable (except in the pool area and poolside café and as Management may specify for special events).
4. Except in cases of medical emergency, cell phone conversations are only permitted in clearly designated areas; members and guests may carry their cell phones, but must keep the ringers on silent or vibrate mode; conversational volume should be respectful of others.
5. Smoking (including e-cigarettes) is not permitted anywhere in the clubhouse or on the grounds, except on the golf course (excluding the practice range and putting green) and areas external to the facilities that are clearly so marked; smokers are asked to be mindful and respectful of the wishes of non-smokers and to exercise care and the proper disposal of all smoking residue.
6. Members are encouraged to consider common sense, modesty, and the comfort level of fellow Members in conforming to the Dress Code and Conduct Policies.

*B. Golf Course & Practice Facility*

1. Golf shoes with metal spikes are prohibited; all other spikes are acceptable.
2. Collared or mock turtleneck shirts for men tucked into golf shorts or trousers
3. Collared or sleeved shirts for women
4. Tennis shorts, gym shorts, swimwear, tank tops and t-shirts are not acceptable golf attire
5. Golfers are to be respectful of ranger and golf staff instructions

*C. Clubhouse*

1. Collared or mock turtleneck shirts for men tucked into golf shorts or trousers unless tailored for outside wear
2. Collared or sleeved shirts for women
3. Golf caps, hats or visors may not be worn after 5 pm, except for medical reasons.

*D. Fitness Center*

1. Shirts and athletic shoes must be worn at all times. Shoe exceptions may be made for Yoga or fitness classes when appropriate.
2. Closed-toe shoes are required for your safety.
3. Cut-off shorts, cut-off shirts and swimsuits are not appropriate attire.

*E. Tennis*

1. Proper tennis attire is to be worn.
2. Tennis shoes with "non-marking" soles and shirts are required at all times.
3. No hard-soled shoes are allowed on the courts.

*F. Pool Area*

1. Appropriate swimwear designed for swim activities shall be worn while using the pool facilities
2. Appropriate cover-ups must be worn over swimwear outside the pool area
3. All swimwear should be appropriate for a family atmosphere
4. Infants wearing diapers are not permitted in the pool

*G. Poolside Café*

1. Appropriate cover-ups must be worn over swimwear
2. Cell phone voice communication is not permitted and the ring should be silenced

***Article XVIII: Copperleaf Class/Activity Cancellation Policy***

This policy is written for Recreation Instructors:
*In the event a Copperleaf instructor chooses to cancel a class or activity, the instructor will make an effort to send out an email or text to the participant(s) at least one hour prior to the lesson or class. In all cases the Copperleaf Golf Pro Shop will be notified of the cancellation at least one hour prior to the lesson or class.*

***Article XVIX: Copperleaf Exercise and Activity Room Rules***

- Hours of Operation – 6 a.m. to 9 p.m.
- Resident and associate members only in equipment room
- Do not open the door for others, everyone has a member code to access building.
- Use facility at your own risk.
- Children under the age of 18 are not permitted into the exercise room.
- No glass of any kind, alcohol, chewing gum or food to be brought into the activity center.
- Appropriate exercise attire only in exercise room.
- Closed toe, rubber sole shoes only - no flip flops, no street, golf, tennis or aqua shoes or swimsuits in activity or exercise rooms.
- Shoes worn for golf, tennis or bocce must be cleaned prior to using the meeting rooms, toilets or shower areas.
- Please wipe down equipment after each use.

- Members must read instructions prior to use of equipment.
- Free weights - do not drop weights, rack after use.
- Equipment use time – limited to 20 minutes when others are waiting.
- Personal towels required to prevent perspiration on equipment.
- No cell phone use in center – audio devices maybe used with headphones.
- Members should consult with physician prior to use of equipment.
- Security cameras are in use.
- In Emergency
    1. Nearest AED machine in lobby.
    2. Nearest telephone - in lobby, exercise room and meeting room 3. In event of emergency call 911.

4. Report all accidents/incidents immediately to the golf shop.

***Article XVX: Dumpsters***

- Dumpsters required for less than15 days do not require approval
- Dumpsters required for more than 15 days does require an approval
    - Contractor must estimate anticipated time dumpster will be required and the name and contact number for company supplying the dumpster and submit this estimate with the remodeling request to ARC.
    - Dumpster will be emptied at the end of each 30-day period. Homeowner is responsible for this action.
    - Anytime a dumpster is required the homeowner will notify by notice the adjoining neighbors with the estimated time the dumpster will be present. A copy of this notice will be provided to ARC.

***Article XVXI: Trash***

- *Trash Containers:* Trash containers must be stored in the garage. Trash containers, or yard waste, may be placed at curbside only after 5:00 pm the day before scheduled collection. Containers must be placed at the end of the driveway or on the grass, not in the street or gutter. Containers must be returned to the garage before the end of the day of collection. If circumstances require plastic bags, only black heavy plastic is allowed and cannot contain food.