

BY-LAWS
OF
THE COPPERFIELD NEIGHBORHOOD ASSOCIATION, INC.
September 10, 2018

2018-09-10

BYLAWS OF

THE COPPERFIELD NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

1.1 Principal Office.

Principal office of the Corporation in the Commonwealth of Kentucky shall be located in the Copperfield Neighborhood in the City of Lexington in Fayette County.

1.2 Registered Office.

The Registered Office of the Corporation may be, but need not be, identical with its principal office in the Commonwealth of Kentucky. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
MEMBERS

2.1 Annual Meetings.

Beginning with the year 2019, the annual meeting of the members shall be held on the second (2nd) Monday of September at a time selected each year, after 5:00pm, for the election of officers and directors, the transaction of such other business as may properly come before it. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of officers and directors shall not be held on the day designated for the annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the members to be held as soon thereafter as may be practicable.

2.2 Special Meetings.

Special Meetings of the members may be called by the President, a majority of the Board of Directors, or by fifteen (15) residential members in good standing.

2.3 Place of Meetings.

The Board of Directors may designate any place within the Copperfield neighborhood as the place for any annual meeting, or any place within the same for any Special Meeting called by the Board of Directors or otherwise.

2.4 Notice of Meetings.

Written or printed notice of annual and Special Meetings of the members stating the place, day and hour of the meeting, purpose or purposes for which the meeting is called, shall be delivered to each member of record entitled to vote at such meeting, not less than seven (7) days nor more than thirty (30) days before the date of the meeting, either personally or by mail, or by the posting of signs so designating conspicuously displayed at the main entrance to Copperfield, by or at the direction of the President or the Secretary, or the officer or members calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope addressed to each member at his or her address with the postage thereon prepaid.

2.5 Quorum.

At any special or annual meeting of the members, a quorum shall constitute ten (10%) percent of the active residential members in good standing, plus a majority of the Board of Directors.

2.6 Membership.

Every person who is an owner of record of a fee simple or undivided interest in any residential lot within the Copperfield neighborhood, shall be a member of the Association. Any person or entity which holds an interest merely as a security for the performance of an obligation shall not be a member. A member shall be deemed to be in good standing if he or she has paid all assessments as described herein, in the Articles or the Deed of Restrictions.

2.7 Conduct of Meetings.

The President shall preside over all of the meetings of the members, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring therein.

2.8 Voting.

All members of the Association shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. If more than one (1) person is an owner of any residential lot, all such persons shall be members and the vote for such lot shall be exercised as they determine among themselves; but in no event shall more than one (1) vote be cast with respect to any individual lot. Hereinafter the term "simple majority" shall mean more than half of the votes cast by persons legally entitled to vote, excluding abstentions, at a regular or properly called Special Meeting. The term "two-thirds majority" shall mean at least two-thirds of the votes cast by persons legally entitled to vote; excluding abstentions, at a regular or properly called Special Meeting. Voting is allowed by absentee ballot. The absentee ballot will be a paper ballot that will be mailed to each member of the Copperfield Neighborhood Association setting forth the issue for said vote, a line item denoting the members address, a line item for the member to vote, a signature block with date, and a self-addressed stamped envelope for the member to return the absentee ballot. Deadlines for absentee ballots will be set by the Board of Directors and noted in the mail to the members.

ARTICLE III
DIRECTORS

3.1 General Powers.

The business and affairs of the Corporation shall be managed by its Board of Directors.

3.2 Number, Tenure and Qualifications.

The number of directors of the Corporation shall consist of not less than three officers, (3) a President, Secretary and Treasurer, nor more than seven (7) directors. Each director shall hold office for a one (1) year term until his or her successor shall be elected and qualified as provided for herein.

3.3 Regular Meetings.

A regular meeting of the Board of Directors shall be held at least once every twelve (12) months as regularly scheduled, with seven (7) days' notice of said meeting if not on the regular schedule. The place of such meetings shall be held within the Copperfield neighborhood.

3.4 Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the majority of the directors. The person or persons authorized to call Special Meetings of the Board of Directors may fix any place within the Copperfield Neighborhood as the place for the holding of any Special Meeting of the Board of Directors called by them.

3.5 Notice.

Notice of any Special Meeting shall be given at least seven (7) days prior thereto by written notice delivered personally or mailed to each member of the Association and to each director at his or her home address or by posting of signs conspicuously displayed at main entrance to Copperfield. If mailed, such notice shall be deemed to have been delivered when deposited with the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may waive notice, written or otherwise, of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or Special Meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

3.6 Quorum.

A majority of the Board of Directors shall constitute a quorum for the transaction of business at the meeting of the Board of Directors, provided that, if less than a majority of the directors are present at said meeting, a majority of directors then present may adjourn the meeting from time to time without further notice.

3.7 Manner of Acting.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.8 Election of Directors.

Election of the Board of Directors shall take place at the annual meeting of the membership of the Association. A quorum in person or by absentee ballot shall be required for voting, and the number of candidates equal to the number of directors, who receive the most votes, will be deemed the winners. Voting shall be by written ballot.

3.9 Vacancies.

A vacancy occurring in the Board of Directors may be filled by an affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the un-expired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the members.

3.10 Function.

The Board shall be responsible for the appropriation of all funds of the Corporation, and shall, through the President or the duly authorized member of the Board or officers, approve all vouchers for payment by the Treasurer. It shall designate a bank or depository for the funds of the Corporation. The Board of Directors are further authorized to take any and all actions they deem necessary to enforce the terms, conditions and covenants of the Deed of Restrictions of the Copperfield neighborhood of record in the Fayette County Clerk's Office, which Deed of Restrictions is adopted by reference herein. Enforcement of the Deed of Restrictions shall include the power of the Board of Directors to set monetary penalties for any member in violation of the Deed of Restrictions. Any monetary penalty set forth by the Board of Directors shall not exceed \$50.00 (fifty dollars) per violation. The frequency of violations may be set by the Board of Directors as daily, weekly, monthly or annually depending on the nature or severity of the violation.

3.11 Checking Accounts, Signatories and Expenditures.

The drawing or issuance of checks or drafts drawn on the account of the Corporation, shall require the signature of the Treasurer and at least one (1) director except for checks or drafts of \$200.00 or less which shall require the signature of the Treasurer only. The Board of Directors are authorized to appropriate and expend any and all amounts they deem necessary in the furtherance of its duties and responsibilities set forth in these By-Laws or Articles of Incorporation by proper action taken at a regular or Special Meeting of the Board of Directors. However, for any and all expenditures or disbursements which total for any one calendar month in excess of \$2,000.00, approval must be obtained at a regular or Special Meeting of the members of the Association. The regular and routine payment of maintenance expenses, or amounts necessary for extraordinary repairs or expenses relating to, or for the benefit of the common areas and clubhouse facilities, including grounds and tennis courts, as well as the hiring and contracting with a Property Management Company as allowed in 3.15, shall be exempt from the \$2,000.00 per month limit just noted. The Board may take out a line of credit up to \$20,000 for emergency maintenance expenses.

Payment of expenses for the pool facility shall also be exempt, but governed by Sec. 5.8 of these By-Laws.

3.12 Action by Written Consent.

Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

3.13 Minutes of Meetings.

A record of every regular or Special Meeting of the Board of Directors shall be maintained in the form of minutes which shall be maintained in a minute book maintained by the Secretary. Upon written request received seven (7) days in advance, any member in good standing, shall be entitled to review the records of the Board of Directors and the Association at the address of the Clubhouse or the Secretary.

3.14 Committees.

The Board of Directors shall have authority to establish such committees as it may consider necessary or convenient for the conduct of its business.

3.15: Management Company

The Board of Directors, in its discretion, may hire and contract with a Property Management Company to administer the day to day function of the Association, including but not limited to: management of the books of the Association; management of the web site; maintaining the shared and common areas, including street trees, sidewalks issues and capital improvements; oversee enforcement of the Deed of Restrictions and the Bylaws, and other duties required.

ARTICLE IV
OFFICERS

4.1 Election

At a minimum the Directors of the Corporation shall be three, each of whom shall be elected by the members of the Association at the Annual Meeting. Such other Officers and assistant Officers as may be deemed necessary may be elected or appointed by the Board of Directors at its discretion.

4.2 Officers and Term of Office.

The officers of the Corporation shall be elected annually by the Board of Directors at the Organizational Meeting of each new Board and shall hold office at the pleasure of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall be duly elected and qualified or until his death or until he shall resign or shall have been removed in a manner hereinafter provided.

4.3 Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors whenever, in its judgment, the best interest of the Corporation would be served thereby.

4.4 Vacancies.

A vacancy in any office because of death, disability, resignation, removal, disqualification or otherwise, may be filled by the majority of the Board of Directors for the un-expired portion of the term.

4.5 President.

The President shall appoint all committees and shall preside at all meetings of the membership and Corporation and shall perform such other duties as ordinarily pertained to such office. The President shall be the Ex-Officio member of all standing committees.

4.6 Secretary.

The Secretary shall attend all sessions of the Board of Directors and all meetings of the Corporation and membership and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for any committees when required. He or she shall give, or cause to be given, notice of all meetings of the Corporation and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall compile and keep up to date at his or her home address or at the principal office of the Corporation a complete list of the owners/members and their last known addresses. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same and a reasonable hour during regular business days upon seven (7) days written notice. The Secretary shall also keep current and retain custody of all minute books of the Corporation containing the minutes of all Annual and Special Meetings of the members and all sessions of the Board of Directors including resolutions adopted thereat.

4.7 Treasurer.

The Treasurer shall have the custody of all funds and securities and shall keep full and accurate records of receipts and disbursements and shall deposit all monies and other valuable effects and such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements and shall render to the President and the Board of Directors, at regular meetings of the Board of Directors, or whenever they may require, an account of all of his transactions as Treasurer and the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall be required to give a bond, the premium therefor to be considered a common expense, in such sum, and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of the Treasurer's office and for the restoration, in case of his death, resignation, retirement or removal from office, all books, papers, vouchers, money or other property of whatever kind in his or her possession or under his or her control.

4.8 Salaries.

All officers shall serve without compensation.

ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.1 Contracts.

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

5.2 Loans.

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances. In the event the Board of Directors deem it necessary to obtain a loan in excess of \$20,000.00, approval therefore must be obtained at a regular or Special Meeting of the members

5.3 Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner, as shall, from time to time, be determined by resolution of the Board of Directors. All checks drawn on the account of the Corporation shall be signed by at least one Director and the Treasurer.

5.4 Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies and other depositories as the Board of Directors may select.

5.5 Gifts.

Any Director or Officer may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes of or for any specific purpose of the Corporation.

5.6 Charitable Contributions.

No Officer shall make charitable contributions in the name of, from the funds of, or on behalf of the Corporation without approval obtained at a regular or Special Meeting of the membership of the Corporation called in a manner as provided for herein.

5.7 Political Endorsements.

The Corporation shall not make any political endorsements.

5.8 Facilities Committee.

A “Facilities Committee Policy Business Plan” (hereafter “Business Plan”) approved by the Board, is referred to and incorporated by reference. Section I of the Plan shall be Policy of the Copperfield Neighborhood Association, Inc., with full effect, authority and protection of the Copperfield Neighborhood Association, Inc. By-Laws. Any amendment thereto shall only be made in conformance with Section 7.1, Amendments, of these By-Laws.

“Business Plan; Section I; Policy of Fiduciary Responsibility:

The Copperfield Neighborhood Board of Directors shall appoint the Facilities Committee to be responsible for fiscal management, operation and administration of budgetary items related to the swimming pool operation as described in Exhibit A. The Board does hereby set forth the establishment of two separate bank accounts:

- 1) Copperfield Neighborhood Association account, primarily to pay mortgage, grounds maintenance, utilities, taxes, insurance and facilities maintenance as shown in Exhibit A. This account is to be managed by the Treasurer of the Copperfield Neighborhood Association Board.
- 2) Pool account, primarily to manage the pool membership income and expenses under budget guidelines in Exhibit A. This account is to be managed by the Treasurer of the Swim Club.

There shall be no co-mingling of account funds. Said budget and expenditures of both accounts should follow guidelines as set forth in Exhibit A. There may be necessary expenditures that were not foreseen and are not clearly defined, and the Board and Committee must determine, by majority vote, what is in the best interest of the community to make a determination of the expenditure. Expenditures within each guideline should not exceed budget estimates by 20% unless approved by the Copperfield Neighborhood Board. The Board and Committee shall prepare an annual accounting budget to be presented to the Copperfield Neighborhood Board one week prior to the Annual Meeting.

It shall be the intent of the Copperfield Neighborhood Association, Inc., its Board, and these By-Laws that any money collected for memberships to the Copperfield Swim Club shall be held exclusively for that purpose, shall be held in a separate account, and shall not be commingled with funds of the Copperfield Neighborhood Association, Inc.

It shall further be the intent of the Copperfield Neighborhood Association, Inc., its Board, and these By-Laws that money collected as Annual Association Dues pursuant to Section 26 of the Amended Deed of Restrictions for Copperfield Subdivision, filed of record in the Fayette County Clerk’s office, Deed Book 2350, Page 558, shall be used for mortgage obligations, insurance, tax liabilities, utilities, maintenance and upkeep of the common areas, Clubhouse Facility, exterior bathhouse facility, Tennis Courts, and surrounding grounds, and may not be used for the operational expenses, maintenance, repair or upkeep of the Swimming Pool, its mechanical support, or the deck area immediately surrounding the pool, inside the fence that surrounds the pool area.

Section II of the Business Plan shall be in effect, but it shall be the intent of the Copperfield Neighborhood Association, Inc. Board and these By-Laws that Section II should be flexible, and may be amended by a majority of the Copperfield Neighborhood Association, Inc. Board, after recommendation by the Facilities Committee.

ARTICLE VI
RESOLUTION AND SUBSCRIPTIONS

6.1 Resolutions.

No resolution or motion to commit this Corporation on any manner shall be considered by the Corporation until it has been considered by the Board of Directors. Such resolutions or motions, if offered, at a meeting of the members, shall be referred, without discussion, to the Board, which after having given consideration to the matter, shall submit its recommendation to the members. Having received the recommendations of the Board, the members may then proceed to take such action as may be deemed proper by the required majority.

ARTICLE VII
MISCELLANEOUS

7.1 Amendments.

These By-Laws may be amended, altered, changed, added to, or repealed a simple majority of votes cast by residential members in good standing voting in person or by absentee ballot with a minimum of one hundred (100) votes cast, after recommendation of the Board of Directors, provided written notice of such proposed amendments shall have been given to members at least ten (10) days prior to the meeting in the manner provided for herein.

7.2 Fiscal Year.

The fiscal year of the Corporation shall begin the first day of January in each calendar year and end on the last day of December unless the Board of Directors by resolution otherwise provides.

7.3 Waiver of Notice.

Waiver of any notice which is required to be given under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Corporation laws of the Commonwealth of Kentucky, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the given of such notice.

7.4 Construction.

Unless the context specifically requires otherwise, any reference in these By-Laws to any gender shall include all other genders, and any reference to the singular shall include the plural, and any reference to the plural shall include the singular.

7.5 Assessments.

Each and every member shall pay to the Corporation the annual assessment when due as determined by the Board of Directors. Failure to pay any assessment shall result in a lien being filed against the non-paying member. Said lien will be filed at the Fayette County Clerk's office and shall affix and attach to the subject property until released. Moreover, the non-paying member shall be responsible for any legal fees and costs associated with the collection of their overdue annual fees, and also any legal fees and costs associated with the filing of a lien against the non-paying member with the Fayette County Clerk's office. Any special assessment, decrease or increase in the annual assessment, must be approved by a simple majority of votes cast by residential members in good standing voting in person or by absentee ballot with a minimum of one hundred fifty (150) votes cast. For purposes of this section only, notice of such a meeting shall be in writing stating the specific purpose of the proposed special assessment or increase in the annual assessment, to be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail to each member of record in good standing and entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope addressed to each member at his or her address with postage thereon prepaid.

CERTIFICATION

I, the undersigned, do certify:

1. That I am the duly elected and acting President of the Copperfield Neighborhood Association, Inc., a Kentucky Corporation;
2. That the foregoing Bylaws constitute the amended Bylaws of the Copperfield Neighborhood Association, as duly adopted by the Association at a meeting to vote on these amendments on September 10, 2018, and certified at the meeting of the Board of Directors held on the 9th day of October, 2018.

C.A. Post

C.A.Post
Registered Agent for
Copperfield Neighborhood Association
1336 Copper Run Boulevard
Lexington, Kentucky 401514

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed, sworn to, and acknowledged before me by C.A.Post, registered agent to the Copperfield Neighborhood Association on this the 10th day of October, 2018.

Willie Jones Jr

NOTARY PUBLIC
My Commission Expires: 10-24-20



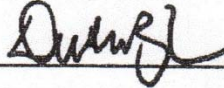
THIS INSTRUMENT PREPARED BY:

C.A. Post

C.A.Post
Copperfield Neighborhood Association
1336 Copper Run Boulevard
Lexington, KY 40514

DEED BOOK 3620 PAGE 534

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: MELISSA STELTER ,dc

201810100052

October 10, 2018

9:40:08 AM

**Copperfield Neighborhood Association
Facilities Committee
Policy and Business Plan**

V. 1.0

The Copperfield Neighborhood Association (CNA or Board) does hereby establish these policies and business plan for the governance and operation of the herein-named **Copperfield Swim Club and Neighborhood Center (the Club)**. The policy in Section I sets forth the fiduciary responsibility in management of the facilities. The business plan in Section II pertains to organizational and operational functions of the clubhouse, swimming pool, tennis courts and common areas of the Copperfield Clubhouse and Pool within the bounds of 1336 Copper Run Boulevard.

Purpose

Whereas, the Copperfield neighborhood has a valuable property and facility in the clubhouse, pool and tennis courts, therefore the CNA Board does hereby desire to create a hospitable environment whereby the neighborhood may realize its full potential and provide social activities, recreation, security and further enhance the dynamics of the Copperfield subdivision.

SECTION I

POLICY OF FIDUCIARY RESPONSIBILITY

The CNA Board shall appoint the Facilities Committee to be responsible for fiscal management, operation and administration of budgetary items related to the swimming pool operation as described in Exhibit A. The Board does hereby set forth the establishment of two separate bank accounts:

1) CNA account, primarily to pay mortgage, grounds maintenance, utilities, taxes, insurance and facilities maintenance as shown in Exhibit A. This account is to be managed by the Treasurer of the CNA Board.

2) Pool account, primarily to manage the pool membership income and expenses under budget guidelines in Exhibit A. This account is to be managed by the Treasurer of the Swim Club.

There shall be no co-mingling of account funds. **Said budget and expenditures of both accounts should follow guidelines as set forth in Exhibit A.** There may be necessary expenditures that were not foreseen and are not clearly defined, and the Board and Committee must determine, by majority vote, what is in the best interest of the community to make a determination of the expenditure. Expenditures within each guideline should not exceed budget estimates by 20% unless approved by CNA Board. Exceptions to the Exhibit A guidelines must be approved by CNA Board. The Board and Committee shall prepare an annual accounting budget to be presented to the CNA Board one week prior to the Annual Meeting.

SECTION II

Article I - Administration of Facilities Committee

The CNA Board shall appoint a Board Member to be Chairman of the Facilities Committee. The Chairman of the committee can appoint additional committee members as deemed appropriate, upon approval of the Board. The committee members will serve as an executive committee for a period of two years, renewable by mutual consent. The committee shall have responsibility for governance and oversight of the facilities, including all subcommittees related to facilities operations or landscaping. The officers shall report to and work closely with the CNA Board and be responsible for the fiscal affairs, hiring and management of all contract labor, supervision, operation, maintenance, and general oversight of the Copperfield clubhouse, pool, tennis courts and all common areas.

It is recommended, (if volunteers are available) that the terms of the Chairman and Treasurer be extended after their terms of office to remain as past Chairman and Treasurer. This will maintain continuity of management.

Committee Officers:

Chairman (Board Member)

Vice Chairman

Secretary

Treasurer

Member Services or Neighborhood Liaison

DUTIES. The duties of the officers are as follows:

(a) **Chairman.** The Chairman shall preside at meetings of the Committee, shall see that orders and resolutions of the Committee and Board are carried out, and shall sign all written instruments to which the Committee is a party. The Chairman may appoint others to assist the Committee at its meetings, as well as others to assist in its responsibilities. Individuals so appointed shall be insured and indemnified with the same coverage as the elected members of the Board. Additionally, the Chairman shall perform such other duties as prescribed by the CNA Board of Directors.

(b) **VICE CHAIRMAN and OPERATIONS MANAGER.** The Vice Chairman shall act in the place and stead of the Chairman in the event of his/her absence, inability or refusal to act, and shall exercise and discharge all managerial and oversight functions as operations manager related to pool, tennis courts, clubhouse operations, maintenance, repairs and such other duties as may be required of him/her by the Board of Directors.

(c) **SECRETARY.** The Secretary shall (a) record the vote and keep the minutes of all meetings and proceedings of the Committee and (b) keep appropriate current records showing the names of the Members of the Association and their addresses. The Secretary shall also maintain a master schedule of all activities in the clubhouse, special events at the pool, tennis courts and any other event in the common areas.

(d) **TREASURER.** The Treasurer shall be bonded and the Treasurer of the Facilities Committee may not also be the Treasurer of the CNA Board, these positions should be mutually exclusive. The Treasurer shall be responsible for (a) receiving and depositing in appropriate bank accounts all monies of the club (b) disbursing such funds as directed by resolution of the Chairman and Board of Directors, (c) signing all checks and promissory notes, (d) keeping proper books of account, (e) preparing an annual budget and a financial statement to be presented to the membership of the Association at its annual meeting, and making available copies of such budget and statement to each of the Members, and (f)

performing such other duties as are required by the Board of Directors.

e. **MEMBER SERVICES** This person shall be responsible for marketing of memberships within Copperfield and in other neighborhoods as deemed appropriate by the Committee and Board. This person shall also be a neighborhood liaison and assist in coordinating events and maintaining the club calendar.

REMOVAL AND RESIGNATION - A committee member may be removed by the Chairman of the Committee upon recommendation to the CNA Board. Grievance over the removal may be conducted through the CNA Board of Directors. The Chairman may be removed by a majority vote of the CNA Board of Directors.

Article II - MEETINGS

The Facilities Committee shall meet at least six times per year or as determined by the Board and the Committee, which may or may not coincide with the CNA Board Meeting and shall also conduct an Annual Meeting which may or may not coincide with the CNA Annual Meeting.

ARTICLE III - MEMBERSHIP & DUES

Membership shall be open to members in good standing of the Copperfield Neighborhood Association upon payment of the dues as outlined in Exhibit A. Dues may be adjusted annually upon approval of the Swim Club and CNA Board. If new homeowners wish to join the pool/club in mid-season, pro-rated membership dues shall be allowed. If membership falls below the number of households in the Copperfield subdivision (433), additional memberships from outside the neighborhood may be admitted, upon payment of dues as determined by the Committee and Board.

1. Family Membership fees are \$375 for the 2003 season. Prorated fees will be accepted for new homeowners moving into the neighborhood during mid-season.

2. Memberships outside the neighborhood, excluding Copper Run, must pay the current Swim Club membership fee in order to utilize the pool facility; in 2003 this fee is \$375. Outside members has no free access to the clubhouse or tennis courts.
3. Copper Run residents, being a legally related neighborhood, must pay the same neighborhood fee as Copperfield residents plus the pool membership fee, in 2003, this fee will be \$150 + \$375=\$525. Copper Run residents are entitled to same amenities as Copperfield residents and are entitled to use clubhouse and tennis courts as policy dictates.
4. Seniors (including senior couples), defined as those over 55 years of age, and singles can join the pool for a fee of \$150/year.
5. Guest passes are available to club members for an unlimited number of visits at a rate of \$5 per visit.
6. Any member of the neighborhood may use the pool facilities at a cost of \$10 per visit per family. A limit of two visits per season per household is allowed, if not a member of the Club. Free neighborhood swim days are Memorial Day, and July 4th.

If, for any reason, the pool fails to open for the season, a full refund will be given to any member who has signed up and deposited the appropriate funds. If for any reason, the pool should close prematurely, after the season has started, no refund of membership fees will be given.

Membership may be terminated by illegal, unruly, offensive, drunken or dangerous behaviors. A written warning may be given on the first and second offense and a third offense would be grounds for termination of membership. Successive terminations could result in lifetime termination, to be determined by the Committee and Board.

Article IV - FACILITIES MANAGEMENT

Upon recommendation of the Chairman and approval of a majority of the CNA Board, the decision to open the Pool will be made in late April or early May of each year. The Facilities Committee shall obtain adequate insurance and require all subcontractors or management

companies have minimal general liability insurance in the amounts of \$1,000,000 each occurrence and \$1,000,000 umbrella policy, in addition to workers compensation. The committee shall ensure that the facilities are maintained safely and properly.

The Committee shall create a 5-year renovation plan for submittal to the CNA Board in 2004, updated annually thereafter. This plan should prioritize major capital expense and/or renovation projects including, but not limited to, roof replacement, furnace and water heater replacement, parking lot and tennis court sealing, playground upgrade, mechanical room upgrades, pool improvement/repair, tennis court upgrades etc. Expenses for renovation should be drawn from each respective account.

An annual review and evaluation of the facility management team must be performed and recommendations submitted to the CNA Board for change of management contract. Contractual duties to manage the pool and the clubhouse may be contracted with a Recreational Management sub-contractor unless the CNA Board authorizes CNA self-management.

Article V - NEIGHBORHOOD LIAISON

The Liaison members of the committee shall appoint one person to be a representative on the Facilities Committee. This Liaison will be responsible for organizing, coordinating and oversight of all activities. Each individual liaison will be responsible for their respective activity, by acquiring items, scheduling events, times, arranging for catering, etc. The Committee also reserves the right to determine the allowable level of noise at a function and the clients are obliged to abide by this level. A master schedule of events will be maintained by the secretary and all events must be scheduled through him/her. If possible, a neighborhood website will be established, and a calendar of events posted and updated monthly.

Liaisons:

Swim Team Chairman

Social or special events

Tennis club

Exercise, weight room or aerobic fitness

Charges for use of clubhouse, private pool parties, tennis parties, or other events are set forth in Exhibit B and are subject to change upon approval of the Committee and the CNA Board of Directors.

ARTICLE VI - AMENDMENTS

This business plan may be amended upon recommendation of the Board and/or Committee and approval of the Chairman and majority of the Facilities Committee.

ARTICLE VII – LIABILITY

Limitation of Liability - No Director or Committee Member of the Club shall be liable for:

the acts, receipts, negligence or defaults of any other Director, Officer or Committee Member;

the insufficiency or deficiency of any security in or upon which any of the monies of the Club shall be invested;

any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any person with whom any of the monies, securities or effects of the Club shall be deposited;

any loss occasioned by or any error of judgment or oversight on his or her part; or

any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or in relation thereto.

Federal, state and local laws, including health and safety take precedence over any CNA policy or bylaw.

EXHIBIT A
Proposed Total Annual Budget for Copperfield Association

Members		Income	Expenses	Balance
400	CNA Dues, paid by all parcels	\$200.00	\$80,000.00	
200	Pool Dues, optional	\$375.00	\$75,000.00	
	TOTAL		\$155,000.00	
	Current Copperfield Association spending		\$22,000.00	
	This covers ground maintenance for the current common areas. Replacement of broken street signs and other repairs. The July 4th parade, supper bowl party.			
	Annual mortgage payment. 7.5% interest for 20 Term		\$36,500.00	
	Pool Management Contract		\$61,000.00	
	- Manage and pay lifeguards, Send invoice and collect dues from members, Insure the pool and water stays clean and up to code. Orders and uses chemicals as required.			
	Landscaping & Grounds Maintenance of the Community Center.		\$5,000.00	
	Mow lawn, trim hedges, keep tennis courts, play ground, and surrounding pool decking clean.			
	General repairs and replacement of pool equipment.		\$7,500.00	
	Property and liability Insurance. DNO Insurance		\$6,000.00	
	Property Taxes		\$3,000.00	
	Utilities - Gas, Electric, Phone & Water		\$8,000.00	
	Building fund		\$5,000.00	
	- This is a reserve fund for major repairs i.e. roof replacement, resurface tennis courts, replace nets, remodel club house, pool maintenance, retile pool service, replace pumps or filter systems.			
	Miscellaneous Office Supplies		\$1,000.00	
	TOTAL		\$155,000.00	
	YEAR END			\$0.00

EXHIBIT B

Copperfield Clubhouse Fees

The following Clubhouse fee structure will be in place for the year 2003, and may be adjusted annually. Contact a Facility Committee member for information.

Free events open to the whole neighborhood: civic or service, non-profit

- 1. Typical Daytime Activities*: card games, social groups, seniors groups, sporting events, holiday parties (open to the entire neighborhood), Mother's play dates for toddlers, weight, aerobics or dance activities.**
- 2. Typical Evening Activities*: Scout, civic, or community groups, hobby clubs, financial/investment clubs, Friday night flick for kids, card games, social groups, and sporting events.**

*** Groups now forming and volunteers being solicited as leaders. All free event leaders must maintain a self clean-up policy after each meeting.**

Clubhouse Rental Fees per floor*:

Private event consisting of: private parties, special private events

15 - 25 guests:	\$25.00
26 - 50 guests:	\$50.00
51 - 75 guests:	\$70.00
76 - 100 guests:	\$100.00
Wedding or special events:	\$300.00

*The clubhouse has a first floor and basement, rentals are separate unless both are reserved and a 25% discount is allowed for a combined rental.

Deposits are \$200, \$300 for children's parties, \$500 if alcohol will be served.

All parties over 100 guests will be handled on a case by case basis, as will the fees associated with the event and require a negotiated fee. The deposit will cover any clean up and/or damage that the facility may incur during the reserved event. **ALL EVENTS MUST HAVE A CNA MEMBER (in good standing) RESPONSIBLE FOR THE ACTIVITY.** This CNA Member will be responsibility for any misconduct or damages.

Fire Department regulations limit occupancy to 100 people on the first floor and another 100 people in the basement. However, once special push panel escape bars are installed on the exit doors, the Fire Marshall has indicated that upon re-inspection, an additional 300 people could be allowed in the building for a meeting.

Copperfield Swim Club

Membership Application

Date _____

Name: _____

Address: _____

Phone: _____

Emergency Contact: _____ Phone _____

Check Desired Membership

___ Family* \$375

___ Senior/Single* \$150

___ Copper Run option** \$525

___ Special Member*** \$375

*Member of Copperfield Neighborhood Association in good standing.

**Copper Run residents entitled to same amenities as Copperfield residents and are entitled to use clubhouse and tennis courts as policy dictates.

***Members outside the Copperfield and Copper Run neighborhoods.

Other family members Names and Ages. Please attach photo of all members to be included with ID card. Please identify babysitter, if they will accompany children to pool.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Make Check payable to: Copperfield Swim Club
P. O. Box 910148
Lexington, KY 50591-0148