ARTICLES OF INCORPORATION FOR COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY A88OCIATION, INC. (A CORPORATION NOT FOR PROFIT) In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge: 1. Name of Corporation, The name of the corporation ls Country Club at ChamplonsGate Community Association, Inc., a Florida corporation not for profit (the "Association"). 2. Principal Office. The principal office of the Association ls 4600 West Cypress Street, Suite 200, Tampa, Florida 33607. 3. Registered Offke- Reglstered Agent. The street address of the Registered Office of the Association ls 1200 South Pine lsland Road, Plantation, Florida 33324. The name of the Registered Agent of the Assoclation is: CT CORPORATION SYSTEM 4. Definitions. The DECLARATION FOR COUNTRY CLUB AT CHAMPIONSGATE (the "Declaration") will be recorded in the Public Records of Osceola and Polk Countles, Florida, and shall govern all of the operations of a communlty to be known as Country Club at Champions Gate. All initially capitalized terms not defined herein shall have the meanings set forth In the Declaration. 5. Purpose of ssoclalion. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas and the Golf Common Areas, including without limitation, any improvements thereon; (b) perform the duties delegated to It in the Delaratlon; and (c) administer the interests of Associatlon and the Owners. 8. Not for Profit. Association ls a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members. 7. Powers of Association. Association shall, subject to the limitations and reservations set forth In the Declaration, have all the powers, privileges and duties reasonably necessary to discharge Its obligations, Including, but not limited to, the following: 7.1. To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as herein provided. 7.2. To enforce, by legal action or otherwise, the provislons of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and COUNTRY CLUB AT CHAMPIONSGATE. 7.3. To fix, levy, collect and enforce payment, by any lawful means, of all assessments pursuant to the terms of the Declaration, these Articles and Bylaws. 7.4, To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association. 3 (((Hl2000291399 3))) Book4426/Page2881 CFN#2013059577 Page 78 of 116 (((H12000291399 3))) 7.5, To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (Including the Golf Common Areas and the Common Areas) in connection with the functions of the Association except as limited by the Declaration. 7.6 To borrow money, and upon the approval of (l) a majority of the Board of Directors; and (ii) a majority of the Voting Interests present, in person or by proxy, at a duly noticed meeting of the members in which there is a quorum, mortgage, pledge, deed in trust, or hypothecate any or all of Its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collaterallze any such indebtedness with the Association's assessment collection rights. 7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer al or any part of COUNTRY CLUB AT CHAMPIONSGATE to any public agency, entity, authority, utillty or other person or entity for such purposes and subject to such conditions as ht determines and as provided in the Declaration, 7.8. To participate in mergers and consolidations with other non-profit corporations organlzed for the same purposes. 7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, COUNTRY CLUB AT CHAMPIONSGATE, the Golf Common Areas and the Common Areas, and Units as provided In the Declaration and to effectuate all of the purposes for which the Association is organized. 7.10, To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise. 7.11. To employ personnel and retain independent contractors to contract for management of the Association, COUNTRY CLUB AT CHAMPIONSGATE, the Golf Common Areas and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association. 7.12. To contract for services to be provided to, or for the benefit of, Assoclation, Owners, the Golf Common Areas, the Common Areas, and COUNTRY CLUB AT CHAMPIONSGATE, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services. 7.13. To establish committees and delegate certain of lts functions to those committees. 8. Motlng Rights. Owners and Declarant shall have the voting rights set forth in the Declaratlon. 9. Board qf Directors, The affairs of the Assolatlon shall be managed by a Board of odd number with not leas than three (3) nor more than five (5) members. The inltial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows: 4 (((Hl2000291399 3))) Book4426/Page2882 CFN#2013059577 Page 79 of 116 NAME Joe Fulghum John Valantasls Jack Lazinsk (((H12000291399 3))) ADDRESS 4600 West Cypress Street, Suite 200 Tampa, Florida 33607 4600 West Cypress Street, Sulte 200 Tampa, Florida 33607 4600 West Cypress Street, Suite 200 Tampa, Florida 33607 10, [sgolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petltlon the Clrcult Court having Jurisdiction of the Judicial Clrcult of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Golf Common Areas and the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and Its properties. In addition, If Association ls dissolved and the Assoclation owns the Surface Water Management Syetem, the Surface Water Management System shall be conveyed to an appropriate agency of lacal government. If a governmental agency will not accept the Surface Water Management System, then It must be dedicated to a similar non-profit corporation. 11. Duration. Assoclatlon shall have perpetual existence. 12. Amendments. 12.1 General. .Restrictions .on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Artiles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior wrltten approval of any governmental entity or agency having jurisdiction ls required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtalned. No amendment shall be effective until It ls recorded in the Public Records. 12.2 Amendments During the Class. B Control Period. During the Class "B Control Period, Declarant shall have the right to amend these Articles as tt deems appropriate, without the [oinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the termination of the Class "B Control Period, the Association must first obtaln Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the termination of the Class "B Control Period. Declarant shall join In such Identical amendment so that its consent to the same will be reflected In the Publlc Records. 12.3 AmnendmnentE From and After the Class 'B Control Period. After the Class 'B' Control Period, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (7) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests present, in person or by proxy, at a duly called meeting of the members in which there ls a quorum. 5 (((Hl2000291399 3))) Book4426/Page2883 CFN#2013059577 Page 80 of 116 (((H12000291399 3))) 12.4 Compliance with HUD, EHA. YA, FNMA, GNMA and SFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the termination of the Class "B Control Period, the Delarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein end thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a oondltlon to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by Mortgages on Units. No approval or joinder of the Assoclatlon, other Owners, or any other party shall be required or necessary to such amendment. After the termination of the Class "B" Control Period, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and addltions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, Insure, guaranty or otherwise approve loans secured by Mortgages on Units. 13. Limitatlons. 13.1. Declaratln ls Paramount No amendment may be made to these Articles which shall In any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligatlons set forth in the Declaratlon. 13.2. Rghts of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant or Club Owner. 14. lncrpQralQr. The name and address of the Incorporator of this corporation ls: Christian F. O'Ryan Pennington, Moore, WIikinson, Bell & Dunbar P.A, 2701 N. Rocky Point Drive 3 Tampa, Florida 33607 15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows: NAME Joe Fulghum John Valantasis Jack Lazinsk TITLE President Vice President Secretary/Treasurer ADDRESS 4600 West Cypress Street Suite 200 Tampa, Florida 33607 4600 West Cypress Street Suite 200 Tampa, Florida 33607 4600 West Cypress Street Suite 200 Tampa, Florida 33607 16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred In connection with any action, suit or 6 (((Hl2000291399 3))) Book4426/Page2884 CFN#2013059577 Page 81 of 116 (((H12000291399 3))) proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, Including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, sult or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled. 17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Assoclation and one (1) or more of Its Directors or Officers or Deolarant, or between Association and any other corporation, partnership, association, or other organization in whioh one (1) or more of lts Officers or Directors are Officers, Drectors or employees or otherwise interested shall be invalid, vold or voldable solely for this reason, or solely because the Officer or Director ls present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because sald Officers' or Directors' votes ere counted for such purpose. No Director or Officer of Association shall incur llablllty by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transactlon, IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florlda, the undersigned, being the lncgm\_orator of �is Association, has executed these Articles of Incorporation as of this \_/l dayor@Decemnhr ,2012. .