AMENDED AND RESTATED BYLAWS OF COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC. PREAMBLE THE COUNTRY CLUB AT CHAMPIONSGATE is encumbered by the DECLARATION FOR COUNTRY CLUB AT CHAMPIONSGATE, recorded on December 14, 2012 in OR Book 4367, Page 125, of the public records of Osceola County, Florida (the "Original Declaration"). Attached to the Original Declaration as Exhibit E are the original Bylaws of COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "Original Bylaws"). By this instrument, LEN-CG SOUTH, LLC, a Florida limited liability company, hereby wishes to amend and restate the Original Bylaws so that the Original Bylaws are null, void and of no further force or effect, and simultaneously restated and replaced in its entirety with these AMENDED AND RESTATED BYLAWS OF FOR COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC. Article VI, Section 6.41 of the Original Bylaws provides that until termination of the Class "B" Control Period, Declarant may unilaterally amend the Original Bylaws for any purpose. Class "B" Control Period has not been terminated. ARTICLE I NAME, PRINCIPAL OFFICE, AND DEFINITIONS 1.1. Name. The name of the corporation is COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "Association"). 1.2. Principal Office. The principal office of the Association shall be located in Hillsborough County, Florida. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require. 1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the DECLARATION FOR COUNTRY CLUB AT CHAMPIONSGATE recorded among the Official Records of Osceola County, Florida, as the same may be supplemented and/or amended from time to time (the "Declaration"), unless otherwise defined herein or unless the context indicates otherwise. ARTICLE II MEMBERSHIP AND MEETINGS 2.1. Membership. The Association shall have two (2) classes of membership: Class "A" and Class "B", as more fully set forth in the Declaration. 2.2. Place of Meetings. Meetings of the Association may be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Properties or as convenient as possible and practical. 2.3. Annual Meetings. Annual meetings shall be set by the Board on a date and at a time set by the Board. 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by at least thirty percent (30%) of the Association's total Voting Interests. Book4426/Page2892 CFN#2013059577 Page 89 of 116 2.5. Notice of Meetings. 2.5.1. Notice stating the place, day, and hour of any meeting of the Members shall be given in the manner herein below provided, to each Member entitled to vote at such meeting, not less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Notices may be mailed, delivered in accordance with Section 6.4 or electronically transmitted. Notices may also be given by conspicuously posting and repeatedly broadcasting the same (along with the agenda) on a closed-circuit cable television system serving the Association so long as such procedure is compliant with Section 720.306(5), Florida Statutes, as the same is amended from time to time. 2.5.2. In the case of a special meeting or when otherwise required by applicable law or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. 2.5.3. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or its proxy shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote. 2.7. Adjournment of Meetings. 2. 7 .1. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Interests present at such meeting may adjourn the meeting to a time not less than five (5) business days after the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5. 2.7.2. In addition to Section 2.7.1, if a quorum is present but a specific action cannot be taken because such action requires the affirmative vote of more than a quorum and too few Members are present, either in person or by proxy (e.g., an amendment to the Declaration by Members pursuant to Section 19.2 of the Declaration), then a majority of the Voting Interests present at such meeting may adjourn the meeting to a time not less than five (5) business days after the time the original meeting was called for the purpose of attempting to gather additional proxies and promote attendance at the reconvened meeting. At the reconvened meeting, provided a sufficient number of Members are present in person or by proxy, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5. 2.7.3. The Voting Interests present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to -2­ Book4426/Page2893 CFN#2013059577 Page 90 of 116 leave less than a quorum, provided that any action taken is approved by at least a majority of the Voting Interests required to constitute a quorum or such higher percentage as may be required for the action pursuant to the Governing Documents or applicable law. 2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration. In the case of a Member which is a corporation, partnership or other legal entity, any officer, director, partner or trust officer of such Member shall be entitled to cast the votes of such Member and to execute proxies on behalf of such Member unless otherwise specified by prior written notice to the Association signed by a duly authorized officer or agent of the Member; provided, if two (2) or more such persons attempt to cast the votes for any Unit, the votes for such Unit shall not be counted. 2.9. Proxies. On any matter as to which an Owner is entitled to vote, such vote may be cast in person or by proxy, subject to any limitations of Florida law and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Owner of the Unit for which it is given or his/her duly authorized attorney-in-fact (or by a duly authorized officer or agent of the Member if the Member is a corporation or other legal entity other than a natural person), dated, and filed with the Secretary of the Association prior to the commencement of the counting of the votes for which such proxy is to be effective. A proxy shall be valid only for the specific meeting for which it is given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given. Properly executed proxies that are faxed to the Association shall be treated as valid. 2.10. Majority. As used in these Bylaws, the term "majority" shall mean more than fifty percent (50%). 2.11 . Quorum. Except as otherwise provided in these Bylaws or in the Declaration, until the expiration of the Class "B" Control Period, a quorum shall be established by Declarant's presence alone, in person or by proxy, at any meeting. From and after the expiration of the Class "B" Control Period, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of ten percent (10%) of the total Voting Interests in the Association. 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in corporate record book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Board shall adopt a set of rules for conduct of meetings which may, but shall not be required to, conform to Robert's Rules of Order (current edition). 2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of Voting Interests necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action. ARTICLE Ill BOARD OF DIRECTORS 3.1. Composition and Selection. 3.1.1. Governing Body: Composition. The affairs of the Association shall be governed by a -3­ Book4426/Page2894 CFN#2013059577 Page 91 of 116 Board of Directors and each director shall have one (1) equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees or others. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member that is not a natural person, any authorized agent, officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. 3.1.2. Number of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial Board shall consist of three (3) directors, as identified in the Articles of Incorporation. 3.1.3. Directors During Class "B" Control Period. The directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the termination of the Class "B" Control Period as defined in Section 6.3(b) of the Declaration. 3.1.4. Nomination and Election Procedures for Elections by Class "A" Members. (a) Nominations and Declarations of Candidacy. (1) Except for the elections that occur after the termination of the Class "B" Control Period, all elections must be held in conjunction with the annual meetings in accordance with the procedures set forth in Section 3.1.4.(b). Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of Class "A" Members. The Board may also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. (2) Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members, who are not directors. The Nominating Committee, if any, shall be appointed by the Board not less than thirty (30) days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election. (3) The Nominating Committee, if any, may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. (4) Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes. (b) Election Procedures. ( 1 ) The Secretary shall cause notice of the elections to be mailed or delivered to each Owner at least fourteen (14) days prior to the election date. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above and all candidates for each vacancy nominated by the Nominating Committee, if any. The ballot shall also contain blank lines for write-in candidates. The notice shall specify the name and address to which the ballots should be returned, either by mail or by personal delivery, and the election date by which they must be received in order to be counted. The ballots must be returned on the election date prior to the commencement of the counting of the ballots. -4­ Book4426/Page2895 CFN#2013059577 Page 92 of 116 (2) Each Owner may cast the entire vote assigned to his Unit for each position to be filled from the slate of candidates on which such Owner is entitled to vote. There shall be no cumulative voting. (3) On the election date, if a quorum has been attained, the Board or its designee shall count the ballots. That number of candidates, equal to the number of positions to be filled, receiving the greatest number of votes shall be elected. If a quorum is not attained, the meeting may be adjourned as permitted by Section 2.7.2. (4) The Board may establish such other rules and regulations as it deems appropriate to conduct the election in a fair, efficient and cost effective manner, including, but not specifically limited to, whether or not to use secret ballots, how to resolve tie votes and whether and how the ballots should be pre-validated prior to the actual counting of the same on the election date. 3.1.5. Election and Term of Office. Notwithstanding any other provision of these Bylaws: (a) Upon the termination of the Class "B" Control Period, the President shall call for an election at which time the Class "A" Members shall be entitled to elect five (5) Directors: three (3) Directors for a term of two (2) years and two (2) Directors for a term of one (1) year. The candidates receiving the highest number of votes shall serve as the directors for two (2) years and the candidates receiving the lowest number of vote shall serve as directors for one (1) year. At each annual meeting thereafter, the Members shall elect the appropriate number of directors for a term of two (2) years. The directors' respective terms shall end upon the election of new directors at the annual meeting. (b) Until termination of the Class "B" Control Period, the Class "B" Member shall be entitled to appoint all directors who shall not be required to be Class "A" Members. After the termination of the Class "B" Control Period, the Declarant shall be entitled to vote for directors in accordance with applicable law. (c) There shall be no cumulative voting. All directors shall hold office until their respective successors have been appointed or elected. 3.1.6. Removal of Directors and Vacancies. (a) Any director elected by the Class "A" Members may be removed, with or without cause, either by the affirmative vote or affirmative written ballots of Class "A" Members and replaced in the manner provided in Section 720.303(10), Florida Statutes (2011). Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director. (b) Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from the Board meetings or who is more than ninety (90) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority vote of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. (c) In the event of the death, disability or resignation of a director elected by the Class "A" Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term. Any director appointed by the Board shall be selected from among the Members. -5­ Book4426/Page2896 CFN#2013059577 Page 93 of 116 (d} This Section shall not apply to directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member. 3.2. Meetings. 3.2.1. Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10} days thereafter at such time and place as the Board shall fix. 3.2.2. Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine. 3.2.3. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors. 3.2.4. Notices: Waiver of Notice. (a} Notices of meeting s of the Board shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii} first class mail, postage prepaid; (iii} telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv} telephone facsimile, computer, fiber optics or other electronic communication device with confirmation of transmission. All such notices shall be given at the director's telephone or facsimile number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or telecopy shall be delivered, telephoned, or transmitted at least forty-eight (48} hours before the time set for the meeting. Notice of Board meetings held pursuant to a schedule adopted by the Board need not be given for each meeting, provided notice of such schedule is given as provided in this subsection. (b} The transactions of any meeting of the Board, however, called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii} either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement upon the lack of adequate notice. 3.2.5. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting. 3.2.6. Quorum of Board of Directors. At all meetings of the Board, a majority of the total number of directors established by these Bylaws shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the - 6­ Book4426/Page2897 CFN#2013059577 Page 94 of 116required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. 3.2.7. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity that a director is affiliated for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director. 3.2.8. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a corporate record book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. 3.2.9. Notice to Owners: Open Meetings. Exeept in an emergency, notice of Board meetings shall also be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within the Properties which the Board establishes for the posting of notices. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. All Board meetings shall be open to all Members. Notwithstanding the above, meetings may be closed to Members as permitted by Chapter 720, Florida Statutes, as amended from time to time. 3.2.10. Action Without a Meeting. Any action required to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the directors, and such consent shall have the same force and effect as an unanimous vote. 3.3. Powers and Duties. 3.3.1. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws or Florida law do not direct to be done and exercised exclusively by the Members or the membership generally. 3.3.2. Duties. The duties of the Board shall include, without limitation: (a) preparation and adoption of annual budgets and establishing each Owner's share of the Operating Expenses and Service Area Operating Expenses and assessing and collecting the same; (b) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility for which the Association has been charged with such responsibilities; (c) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association, and where appropriate, providing for the compensation for such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel - 7­ Book4426/Page2898 CFN#2013059577 Page 95 of 116 in the performance of their duties; (d} depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks; (e} making and amending rules and regulations; (f} opening of bank accounts on behalf of the Association and designating the signatories required; (g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these Bylaws; (h} enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules adopted by it and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule; (i) obtaining and carrying insurance as provided in the Declaration, providing for payment of all premiums, and filing and adjusting claims as appropriate; () paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners; (k} keeping books with detailed accounts of the receipts and expenditures of the Association; (I) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on a Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association that are required to be open to inspection and copying by Chapter 720, Florida Statutes (2011); (m) permitting utility suppliers to use portions of the Golf Common Areas and Common Area as may be determined necessary, in the sole discretion of the Board, to the ongoing development or operation of the Properties; (n) cooperating with the Resort Association in carrying out its purposes, rights and responsibilities under the Declaration and the Resort Declaration; ( o} cooperating with the Club Owner in carrying out its purposes, rights and responsibilities under the Declaration and Club Plan; and (p) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Florida law, the Articles of Incorporation or the Declaration. 3.3.3. Right of Declarant to Disapprove Actions. (a} So long as Declarant owns any of the Properties, Declarant shall have a right to - 8­ Book4426/Page2899 CFN#2013059577 Page 96 of 116 disapprove any action, policy or program of the Association, the Board and any committee that, in the sole judgment of Declarant, would tend to impair rights of Club Owner, Declarant or Builders under the Declaration or these Bylaws, or interfere with development or construction of any portion of the Properties, or diminish the level of services being provided by the Association. (b) Declarant shall be given written notice of all actions to be proposed at meetings (and all actions approved by written consent in lieu of a meeting) of the membership and the Board. Any action to be taken by written consent shall require Declarant notice as contemplated herein notwithstanding anything to the contrary in these Bylaws. Any notice required under this Section 3.3.3.(b) in respect of a meeting of the members or of the Board shall, except in the case of the regular meetings held pursuant to these Bylaws, set forth with reasonable particularity the agenda to be followed at said meeting. No failure by Declarant to insist on strict compliance with the foregoing notice provision on one occasion shall constitute a waiver of Declarant's right to demand strict compliance therewith on any other occasion; and (c) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program, which would be subject to the right of disapproval set forth herein. (d) In the event any action, policy or program is approved by the members or the Board pursuant to a meeting or written consent in respect of which the Declarant notice requirement set forth in Section 3.3.3.(b) has not been satisfied, then Declarant shall have the right to declare such action, policy or program to be (i) ineffective as of the day it was approved and (ii) rendered null and void as if it had never been approved. In no event shall any action, policy or program become effective if disapproved by the Declarant in accordance with subsection 3.3.3.(a). (e) Declarant, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee and make known its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. Declarant shall be deemed to have approved such proposed action if the Association does not receive a written response from Declarant, or on its behalf, within said 10-day period. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. Declarant shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations. (f) All rights granted to Declarant in this Subsection 3.3.3 shall continue for so long as Declarant owns any of the Properties. 3.3.4. Management. (a) The Board of Directors may employ for the Association a professional managing agent or agents (sometimes referred to herein as "manager") at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the manager, subject to the Board's supervision, such powers as are necessary to perform the manager's assigned duties. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager. (b) The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than ninety (90) days' written notice. - 9­ Book4426/Page2900 CFN#2013059577 Page 97 of 116 (c) The Board of Directors may delegate to one (1) of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board. 3.3.6. Borrowing. The Association, by and through its Board of Directors, shall have the power to borrow money for any legal purpose and to secure the repayment of the same by giving a security interest in any of the Association's real or personal property including pledging future income; provided, the Board shall obtain Member approval in the same manner provided in the Articles. ARTICLE IV OFFICERS 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, if it shall deem desirable, such officers to have such authority and perform such duties the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. 4.2. Election and Term of Office. Except for those officers elected by Board members appointed by the Declarant, the Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members. 4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term. 4.4. Power and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. 4.6. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.2.7. ARTICLEV COMMITTEES 5.1. General. The Board may appoint such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, any committee member, including committee chair, may be removed by the vote of a majority of the Board. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club. 5.2. Covenants Committee. In addition to any other committees that the Board may establish pursuant - 10­ Book4426/Page2901 CFN#2013059577 Page 98 of 116 to Section 5.1, the Board may appoint a Covenants Committee consisting of three (3), five (5) or seven (7) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. Acting in accordance with the provisions of the Declaration, these Bylaws, and any resolution the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to the provisions of the Declaration. 5.3. Service Area Committees. 5.3.1. Establishment & Abolishment of Service Area Committees. In addition to any other committees appointed by the Board as provided above, various Service Area Committees may be established by the Board, to determine the nature and extent of services, if any, it recommends be provided to the Service Area(s) by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. Service Area Committees may only advise the Board on issues and shall not have the authority to bind the Board. The Board also reserves the right to abolish any committee established by the Board if, in its sole discretion, it chooses to do so. 5.3.2. Size and Composition of Service Area Committees. Service Area Committees shall consist of three (3), five (5), or seven (7) committee members, as determined by the Board, which committee members shall be Owners in the applicable Service Area(s). A Service Area Committee may represent several Service Areas of similar type provided there is at least one (1) member on such Service Area Committee from each Service Area represented by such committee. 5.3.3. Election or Appointment of Service Area Committee Members. At the time of the establishment of each such committee, the Board shall determine if the Service Area Committee members will be elected by the Owners in the Service Area(s) or appointed by the Board. If the committee members are to be elected, such election shall be held by ballots mailed to each of the Owners in such Service Area(s), giving such Owners at least ten (10) days to mail in their ballots. If the committee members are to be elected and the committee is only to represent one Service Area, the committee members shall be elected by affirmative vote of at least thirty-five percent (35%) of the Voting Interests in that Service Area. If the committee members are to be elected and the committee will represent two or more Service Areas, the committee members shall be elected by the affirmative vote of at least thirty-five percent (35%) of the Voting Interests in each Service Area to be represented by the committee. In the event less than thirty-five percent (35%) of the Voting Interests in any affected Service Area cast votes, then the Board shall have the option to: (i) hold another election of the Owners in the Service Area(s) in which not enough votes were cast to fill the remaining seats on the committee, (ii) appoint the candidate(s) who received the most votes from the Owners in the Service Area(s) in which not enough votes were cast in the prior election to fill the remaining seats on the committee, or (iii) appoint, by majority vote of the Board, other Owner(s) within the applicable Service Area(s) to fill the remaining seats on the committee. 5.3.4. Removal of Committee Members: Vacancies. (a) Any committee member elected by the Owners may be removed, with or without cause, by those Owners who elected them by the affirmative vote of at least fifty-one percent (51%) of those Voting Interests. Replacement members shall be elected by the Owners in the same fashion outlined in Section 5.3.3. to serve out the remaining term of the removed member(s). (b) Any committee member appointed by the Board may be removed by the majority vote of the Board. Replacement members shall be appointed by the Board to serve out the remaining term of the removed member(s). (c) The Board may, in its discretion, for any committee member whose position - 11­ Book4426/Page2902 CFN#2013059577 Page 99 of 116becomes vacant for any reason other than removal, including, but not limited to, resignation, incapacitation, death or disappearance, either appoint a replacement for the remainder of the term or call for an election to fill the vacancy in accordance with the procedures outlined in Section 5.3.3. 5.3.5. Failure to Elect Committee Members. If a Service Area fails to elect its committee members, the Board may, but is not required to, appoint committee members, whose terms shall run until the next year's committee member elections. 5.3.6. Term of Office. All committee members shall be elected or appointed for a term of one (1) year or two (2) years, as determined by the Board at the time of establishment, and shall serve until their successors are elected or appointed. 5.3.7. Ex Officio Members. Any director elected to the Board of Directors who owns a Unit in a Service Area that has a Service Area Committee may, at his or her option, be an ex officio member of that Service Area Committee; provided, however, such ex officio member(s) shall have no voting rights and shall not be counted in determining if a quorum is present. This subsection 5.3.7, however, shall not apply to directors who are appointed or elected as Service Area Committee members pursuant to Section 5.3.3 above. 5.4. Notice, Quorum and Procedural Requirements. In the conduct of its duties and responsibilities, each committee of the Board shall abide by the notice, quorum and procedural requirements applicable to the Board of Directors under these Bylaws. In addition, the Architectural Review Committee appointed by the Board shall abide by the notice requirements applicable to the Board under Section 3.2.9. Each other committee of the Board shall also abide by the notice requirements of Section 3.2.9 when a final decision will be made regarding the expenditure of Association funds; provided, for purposes of any Service Area Committee, the term "Member" as used in Section 3.2.9 shall refer to the Members within the applicable Service Area. ARTICLE VI MISCELLANEOUS 6.1. Fiscal Year. Unless otherwise determined by the Board, the fiscal year of the Association shall be the calendar year. 6.2. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws (in that order) shall prevail. 6.3. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association. 6.4. Amendments. 6.4.1. By Class "B" Member. Until termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws for any purpose. Thereafter, the Class "B" Member may unilaterally amend these Bylaws if and to the extent permitted by Florida law. 6.4.2. By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of the Voting Interests representing thirty percent (30%) of the total Class "A" votes in the Association and the consent of the Declarant for so long as Declarant owns any of the Properties. Members or the Association shall give Declarant sixty (60) days' prior written notice of their intent to amend these Bylaws, along with their proposed written - 12­ Book4426/Page2903 CFN#2013059577 Page 100 of 116 amendment. Such notice shall be given to Declarant either by hand delivery, certified mall, postage prepaid, return receipt requested, or by nationally recognized overnight delivery service at the last known address of the Declarant. Declarant shall be deemed to have disapproved such amendment If the Association does not receive a written response from Declarant, or on Its behalf, within said 60-day period. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. 6.4.3. Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. 6.4.4. Owner Consent. If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. 6.4.5. Declarant. No amendment may remove, revoke, or modify any right or privilege of, or Increase any obligation of, Club Owner, Declarant, or the Resort Association, without the written consent of Club Owner, Declarant, or the Resort Association (whichever would be affected by such amendment), or the assignee of such right or privilege. 6.5. Termination of Rights Reserved by Declarant. Notwithstanding anything contained in these Bylaws to the contrary, as to any right reserved by Declarant in these Bylaws, such right may be terminated at any time by Declarant, in Declarant's sole discretion and without the consent of the Association or Its Board or Members, by written notice from Declarant to the Association and, thereafter, Declarant shall have no right or obligation to exercise any such terminated right. CERTIFICATION I, Jack Lazlnsk, do hereby certify that: I am the duly elected and acting Secretary of COUNTRY CLUB AT CHAMPIONSGATE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit; and IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \ l day of April, 2013. · (CORPORATE SEAL) S\Jay?Clients Lennar1Sloneybrook South\Country Club\Govemlng Documents\BylawsA& R Bylaws1 - Country Club at ChamplonsGale.docx