

CONTINENTAL

COUNTRY CLUB 

A RESIDENT OWNED-COMMUNITY

February 1, 2020

Dear Resident,

Continental Country Club is forwarding a copy of the restated Bylaws to all residents in compliance with Florida Statue 720.306 (1) (b) which states; "Within 30 days after recording the amendments to the governing documents, the Associate shall provide copies of the amended documents to all members".

These Bylaws include amendments adopted on September 21, 2017 which were recorded by the Clerk of the Sumter County Circuit Court on January 24, 2020.

These amended Bylaws supersede any previous editions dated prior to September 21, 2017.

Sincerely,

The Board of Directors

Prepared by E R →
CONTINENTAL COUNTRY CLUB R.O INC
50 CONTINENTAL BLVD
WILDWOOD, FL 34785
Linda Cusson

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CONTINENTAL COUNTRY CLUB R.O., INC.
Bylaws Restated 3/13/96 & Amended 3/4/98, 3/8/00, 3/7/06, 3/6/07, 3/2/07, 3/4/14,
9/21/17

ARTICLE I
NAME AND LOCATION

The name of the corporation is Continental Country Club R.O., Inc., hereinafter referred to as the "Corporation". The initial principal office of the corporation shall be located at 50 Continental Boulevard; Highway 44 East; Wildwood, Florida, 34785; but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The Corporation shall have all the powers and obligations enumerated in the Florida Statutes at Chapter 617, and Chapter 720 as well as the other related Florida Statutes (amended 3/4/14)

ARTICLE II
DEFINITIONS

SECTION 1. "Charter Golf Member" shall mean and refer to a Voting Member who owns a Charter Golf Membership and has the right to vote in the affairs of the Corporation involving the use of the Continental Country Club Golf Course and related facilities.

SECTION 2. "Common Area or Areas" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Corporation, or as to which it has been granted easement rights, for the common use and enjoyment of the residents of Continental Country Club.

SECTION 3. "Community" shall mean and refer to that certain residential development known as Continental Country Club, as described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation.

SECTION 4. "Corporation" or CCCRO" shall mean and refer to Continental Country Club R.O., Inc., its successors and assigns.

SECTION 5. "CUI" or "Continental Utility, Inc." shall mean the wholly-owned, Public Service Commission regulated, water and sewer utility.

SECTION 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Continental Country Club R.O., Inc., and any amendments thereto,

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applicable to the community and recorded in the Office of the Clerk of the Circuit Court, Sumter Country, Florida.

SECTION 7. "Golf Board" shall mean and refer to the Golf Club Committee authorized in the Articles of Incorporation.

SECTION 8. "Lot" shall mean and refer to any lot shown upon any recorded subdivision plat within the Community.

SECTION 9. Members.

- (a) **"Member(s)"** shall mean and refer to any "owner" or "lot owner" whether a Voting Member(s) or Non-Voting Member(s).
- (b) **"Voting Member"** shall mean and refer to a person who owns a Voting Membership in the Corporation as provided for in the Articles of Incorporation and these Bylaws, and who has the right to vote in all affairs of the Corporation except those matters expressly reserved to Charter Golf Members.
- (c) **"Non-Voting Member"** shall mean and refer to a person who holds a Non-Voting Membership in the corporation by virtue of his lot ownership the Community. (amended 3/4/14).

SECTION 10. "Membership Certificate" shall mean and refer to the certificate or certificates issued to each Member evidencing class of membership held thereby. Unless otherwise stated, the term "Membership Certificate" shall refer to either a Voting Membership Certificate, a Non-Voting Membership Certificate or a Charter Golf Membership Certificate, as appropriate to the context of the provision in which such term is used.

SECTION 11. "OM" or "OM Charges" shall mean the Voting Member's share of the cost to operate and to maintain the Corporation on a sound financial basis. It shall also refer to the operation and maintenance fee assessed to Non-voting Members according to the particular Declaration of Restrictions applicable to their Lot.

SECTION 12. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Community, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 13. Other Terms. All other terms defined in the Declaration shall have the same meaning when used herein.

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**ARTICLE III
CORPORATE MEMBERSHIP**

Section 1. Membership Certificates. There shall be three (3) classes of membership in the Corporation as set forth hereinafter. The Board of Directors shall have the right to increase or decrease the certificate price of either the Voting Membership and/or the Charter Golf Membership from time to time, at its discretion.

- (a) **Non-Voting Member:** A Non-Voting Member of the Corporation is any Lot Owner who resides within Continental Country Club who has not purchased an equity membership in the Corporation.
- (b) **Voting Member:** A Voting Member is any Lot Owner in Continental Country Club who has purchased an equity membership in the corporation. Membership shall be evidenced by a "Voting Membership Certificate". The issuance shall be limited to one (1) certificate for each home lot located within the Community. Each Voting Member shall be limited to ownership of one (1) certificate for each home lot owned. The price for each Voting Membership Certificate shall be FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00)
- (c) **Charter Golf Members:** Voting Members may also be Charter Golf Members, as set forth in Article IV. Charter Golf membership shall be evidenced by a separate Membership Certificate (the "Charter Golf Membership Certificate".) The issuance shall be limited to four hundred (400) certificates. The initial price for each Charter Golf Membership shall be FIVE THOUSAND AND NO/100 DOLLARS (5,000.00) (amended 3/6/07)

SECTION 2. Transfers. Transferability of each Voting Membership Certificate shall be restricted and shall be limited to the following occurrences:

- (a) Transfer in conjunction with the Voting Member's sale of home Lot;
- (b) Transfer of a Voting and/or Charter Golf Membership without transfer of property;
- (c) Transfer by Will or intestacy to heirs or beneficiaries in the event of a Voting Member's death, provided that such transfer shall be in conjunction with a transfer of the Voting Member's lot to the same heir or beneficiary;
- (d) Transfer by foreclosure of an assessment lien by the corporation or otherwise as the result of a default of any payment owed by the Voting Member to the Corporation;
- (e) Transfer of a Voting Membership Certificate invalidates Charter Golf Membership privileges for that Voting Member because every Charter Golf Member must be a Voting Member;
- (f) A Voting and/or Charter Golf Membership Certificate shall be transferred at no more than the purchase price paid for that certificate by its owner;

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(g) Transfer in any other circumstances allowed by these Bylaws or the Articles of Incorporation.

SECTION 3. Notification. No transfer of a [Voting and/or Charter Golf] Membership Certificate shall be effective unless the Board of Directors is first notified of the transfer in writing at least fifteen (15) days prior thereto and the Board of Directors issues its written approval of the transfer, which approval shall not be unreasonable withheld.

SECTION 4. Put Option. Each Voting Member, or each Voting Member's heir(s) or personal representatives in the event of a Voting Member's death, as well as any Voting Member who has sold his lot without selling the Membership Certificate(s) shall have the option to return its Membership Certificate(s) to the Corporation which, in turn, will have the option, but not the obligation, to:

- (a) Simultaneously pay the Voting Member, or its heir(s) or personal representative(s), as the case may be, the initial voting and/or Charter Golf Membership Certificate price paid by the Voting Member in consideration thereof; or
- (b) Hold the Voting and/or Charter Golf Membership Certificate for sale at the then market rate and upon sale remit the Voting Member, heir(s) or personal representative(s) the price realized for the sale, up to the amount of the price the Voting Member paid for the initial Membership Certificate(s).

SECTION 5. Ownership. Each Voting or Charter Golf Membership Certificate shall be issued in the same name as the respective member's record title to his home lot.

SECTION 6. Pledge. Upon becoming a Voting Member of the Corporation, each Voting Member thereby collaterally assigns its Membership Certificate(s) to the Corporation and grants to the Corporation a security interest in the Membership Certificate(s) to secure payment to the Corporation of all sums then or thereafter owed by the Voting Member to the Corporation by virtue of any promissory note in favor of the Corporation securing payment of the Membership Certificate; any monthly OM Charges or other fees due to the Corporation under the Declaration; any special assessment due to the Corporation under the Declaration; or otherwise. On acceptance of the Voting Membership Certificate, each Voting Member shall be deemed to have appointed the Corporation as its attorney-in-fact to arrange for the transfer of the Membership Certificate(s) on the books of the Corporation to the name of the Corporation in the event of a default hereunder.

SECTION 7. Default. In the event that the Voting Member defaults in the performance of any of the terms of these Bylaws, the Articles of Incorporation, the Declaration, any promissory note executed in the favor of the Corporation in conjunction with the

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purchase of the Membership Certificates or with regard to any other debt owed the Corporation, the Corporation shall be entitled to vote all the Membership Certificate(s), shall be entitled to receive all distributions with respect to the Membership Certificates(s) and shall have the rights and remedies provided in the Uniform Commercial Code enforced in the State of Florida as of the date of this Agreement, and shall have all other rights as may be set forth in said promissory note or any instrument securing same or as provided by Florida Law.

In such event, the corporation may, upon five (5) days notice to the Voting Member, and without liability for any diminution in price which may have occurred, sell all of the pledged Membership Certificate(s) in such manner and for such price as the Corporation may determine. At any bona fide public sale, the Corporation shall be free to purchase all or any part of the pledged Membership Certificate(s). Out of the proceeds of any sale, the Corporation may retain an amount equal to all amounts due it by the Voting Member including, without limitation, the amount of expenses of the sale, plus attorneys' fees and costs for any collection work, litigation or appeals incident thereto, and all interest then owing, and the balance of the proceeds, if any, shall be paid to the Voting Member. In the event the proceeds of any sale are insufficient to cover the amounts set forth above, the Voting Member shall remain liable to the Corporation for any deficiency.

SECTION 8. Restriction. No Voting Member shall be permitted to pledge, assign, transfer, lien, mortgage, sell, convey or otherwise dispose of its Membership Certificate(s) in contravention to these Bylaws, as amended from time to time.

**ARTICLE IV
GOLF**

SECTION 1. Charter Golf Memberships. The Corporation has established a limit of four hundred (400) Charter Golf Memberships. All Charter Golf Members Must be Voting Members.

SECTION 2. Membership Rights. Charter Golf Member shall have certain rights and privileges with respect to the Continental Country Club, which is comprised of an 18-hole championship golf course and related facilities. The rights, privileges and fees pertaining to Charter Golf Members shall be recommended by Golf Board and approved by the Board of Directors, in conformity with these Bylaws. (amended 3/2/10)

Charter Golf Members shall never be assessed an initial fee, which may be assessed to other golf members and the annual membership fees assessed to the Charter Golf

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members shall always be at least 25% less than similar fees charged to other forms of golf membership. (amended 3/2/10)

SECTION 3. Other Golf Memberships and User Rights. In addition to the Charter Golf membership offered pursuant to this section, the Corporation retains the right to offer other forms of membership or right of use to other persons or groups, whether or not they reside in this Community. All membership or right of use shall be in accordance with the terms and conditions recommended by the Golf Board and approved by the Board of Directors. (amended 3/2/10)

Memberships of the golf course and related facilities shall be restricted to the residents of the community and other groups or communities which have been recommended from time to time by the Golf Board, subject to approval of the Board of Directors. (amended 3/2/10 and 9/21/17)

The golf course and facilities will be open for public play subject to approval of the Board of Directors. (amended 3/2/10)

SECTION 4. Golf Board. The Golf Board will consist of seven (7) Charter Golf Members. The President of the Corporation, with concurrence of the Board of Directors, shall appoint one CCCRO board member to act as Chariman of the Golf Board. Two shall be elected at large representing all Charter Golf Members. Each of the four golf associations (18-hole men, 18-hole women, 9-hole men and 9-hole women) shall have a Charter Golf Member of its choice as a representative. All Golf Board representatives shall be full-time (year-round) residents at Continental Country Club. The position of any representative missing three (3) consecutive meetings shall be declared vacant by the Golf Board. [amended 3/4/98]

- (a) **Golf Association Representation.** Each 18-hole association will change its representatives on April 1, of even-numbered years. Each 9-hole association will change its representatives on April 1 of odd-numbered years. Each association will select or elect its representative for a two-year term on the Golf Board consistent with the Bylaws of their respective association. [amended 3/4/98, 3/7/06]
- (b) **At-Large Representatives:** Two Golf Board representatives shall be elected at large to serve two-year terms, one being elected each year. The CCCRO Election Chairman, assisted by the appointed tellers, will conduct the election at the same time of the CCCRO, Inc., election. The candidate receiving the most votes in this single election becomes the new At-Large Representative.
- (c) **Golf Board Vacancies.** A vacancy in either of the two at-large representative positions will be filled by a majority vote of the remaining members of the Golf Board. A vacancy

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in any golf association representative position will be filled by the Board of Directors of the association from which that representative came. The replacement shall serve the balance of the unexpired term.

- (d) **Open Golf Board Meetings.** Regularly scheduled monthly meetings of the Golf Board shall be open to all Charter Golf Members. Charter Golf Members attending the meetings of the Golf Board shall not be entitled to participate during the meeting unless invited to do by the Golf Board.
- (e) **Term Limits.** Representative may serve no more than two (2) consecutive two-year terms.
- (f) **Golf Board Powers.** The Golf Board shall have such powers and authority as may be delegated from time to time by the CCCRO Board of Directors and shall work with the General Manager, who will be responsible for the operation of the golf course.

**ARTICLE V
MEETINGS OF MEMBERS**

SECTION 1. Annual Meetings. The annual meeting of Members will be held in the month of March of each calendar year on the date at such time and place as the Board of Directors shall designate.

SECTION 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten percent (10%) of the Voting Members.

SECTION 3. Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

- (a) Notices of all meetings shall be published in one or more of the following six (6) ways, except in an emergency:
 - (1) Posted on community bulletin boards at least fourteen (14) days in advance, (amended 3/4/14),
 - (2) Delivered to each Member at least fourteen (14) days in advance, (amended 3/4/14)
 - (3) Mailed, postmarked at least fourteen (14) days in advance, to each Member (amended 3/4/14, or
 - (4) Published in the official Continental Country Club newsletter. (amended 3/4/14)
 - (5) Broadcast on the CCC Cable TV Channel at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. (amended 3/4/14)
 - (6) Giving advance electronic notice of any Board Meeting, Annual, Special or Committee meetings to any Member who has consented in writing to receive

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electronic notice for the equivalent number of days that a written or posted notice is required for that type of meeting. (amended 3/4/14)

- (b) Delivery of notice pursuant to subsection (a) to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the Secretary in writing that notice is given such co-owner and furnished the Secretary with the address to which such notice may be sent or delivered.

SECTION 4. Notice of Meeting to Consider Recall of Members of the Board of Directors. A special meeting of the Voting Members to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Voting Members. (See Section 3.)

SECTION 5. Presiding Officer. The presiding officer at meetings of Voting Members shall be the President or, in his absence, the Vice President. In his absence, the directors present shall designate any one of their number to preside.

SECTION 6. Quorum and Adjourned Meetings.

- (a) Quorum. The presence at a meeting of thirty percent (30%) of the Voting Members, either in person and/or by absentee ballots, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Action undertaken at a meeting at which a quorum was established, in person or by absentee ballot, shall constitute valid acts of the membership even though during such meeting less than a quorum shall have been present.
- (b) Adjourned Meetings. If any meeting of voting Members cannot be organized because a quorum is not present, the Voting Members who are present may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the property as soon thereafter as may be practical, stating the time and place to which the meeting is adjourned.

SECTION 7. Voting Members. If a Lot is owned by one person, his right to vote shall be established by the record title to the Lot. If a Lot is owned by a corporation, the officer, agent or employee thereof entitled to cast the vote of the corporation therefore shall be designated in a certificate for this purpose signed by the President or a Vice President, and filed with the Secretary of the Corporation. Except as hereafter provided with regard to a Lot owned jointly by a husband and wife, if a Lot is owned by more than one (1) person, the person entitled to cast the vote therefore shall be designated in a certificate signed by all the record owners of the Lot and filed with the Secretary. The person designated in a certificate pursuant to this section who is entitled to cast the vote for a Lot, as well as any sole owner of a Lot, shall be known as the "Voting Member". Such a certificate shall be valid until revoked or until superseded by a

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subsequent certificate, or until a change in the ownership of the Lot concerned. If a Lot is owned jointly by a husband and wife, the following provisions are applicable thereto:

- (a) They may, but they shall not be required to designate a Voting Member.
- (b) If they do not designate a Voting Member and if both are present at a meeting, either one present may cast the vote (but only one(1) vote), just as though he or she owned the Lot individually.
- (c) If they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the vote, just as though he or she owned the Lot individually and without establishing the concurrence of the absent person.

SECTION 8. Voting. At any meeting of Members requiring a vote by voting Members:

- (a) There shall be no proxy voting.
- (b) Voting Members shall vote in person or by an absentee ballot that the Voting Member personally cast.

SECTION 9. Majority Vote. Certain actions may not be taken by the Board of Directors acting alone, but require an action of the Voting Members. There are two classifications of majority vote by Voting Members as set forth in (a) and (b) below.

- (a) A Majority of Votes Cast by Voting Members at a Meeting at Which a quorum is Established. It shall require a majority of the votes cast by the Voting Members at a meeting at which a quorum is established to constitute acts of the Voting Members, except when approval by a greater or different voting majority is required by the Declaration, the Articles of Incorporation or these Bylaws. Such acts are:
 - (1) Merger of two (2) or more home lots to form a single home lot or other use;
 - (2) Purchase of land within the Community, except as provided in Section 11;
 - (3) Cancellation of certain grants or reservations made by the Declaration;
 - (4) Development of land within the Community for ANY PURPOSE;
 - (5) A single capital expenditure, including execution of a lease agreement governing such acquisition, with a value in excess of \$100,000 (amended 3/4/14);
 - (6) Membership assessments, except OM Charges, as described in Article XI;
 - (7) Approval of Bylaws changes and /or restatement of Bylaws; or
 - (8) Other matters contained in the Articles of Incorporation or these Bylaws that specifically require a vote of the Voting Members.
- (b) A Majority Vote of the voting Members. It shall require a majority vote of all Voting Members to remove a director from the Board of Directors. (see Article VII, Sec. 5)

SECTION 10. Actions Specifically Requiring Two-Thirds Voting Member Approval. According to the Articles of Incorporation, certain actions require approval of two-thirds of the Voting Members. See Restated Articles of Incorporation, Article IV (5) and (6).

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- (a) A two-thirds (2/3) vote of Voting Members (not of the meeting quorum) shall be required to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, except as provided in Section 11.
- (b) A two-thirds (2/3) vote of Voting Members (not of the meeting quorum) shall be required to dedicate, sell or transfer in fee simple all or any part of the Corporation's property for such purposes and subject to such conditions as shall be approved by the Voting Members, except as provided in Section 11.

SECTION 11. Exceptions to Sections 9 and 10.

- (a) Approval of the Voting Members pursuant to Section 9(a)(2) or Section 10 above shall not be required where the Corporation, in the ordinary course of business, acquires title to real or personal property by either foreclosure, deed in lieu of foreclosure, or a negotiated settlement of delinquent operation and maintenance fees (OM charges), or in the enforcement of any rights accruing under any Declaration.
- (b) Upon acquisition of title pursuant to paragraph (a) above, the Board of Directors is authorized to either sell the property, obtain mortgage financing or a line of credit to improve the property, or to sell such improved property under such terms and conditions as they determine to be in the best interest of the Corporation.
- (c) The authorization under this Section shall be conditioned upon an affirmative vote of the Board of Directors approving the action to foreclose, take a deed in lieu of foreclosure, or a negotiated settlement of any delinquent OM charges, or enforcement of any rights accruing under any Declaration.

SECTION 12. Waiver of Notice. Any Voting Member may waive notice of any annual or special meeting of Voting Members by a document signed either before, at or after such meeting. Attendance by a Voting Member at a meeting shall also constitute a waiver of notice of the time, place and purpose of the meeting.

SECTION 13. Minutes of Meetings. The minutes of all meetings of Voting Members shall be kept in a book available for inspection by Voting Members or their authorized representative, and members of the Board of Directors during normal business hours. The minutes shall be retained permanently by the Corporation. Voting Members and their authorized representatives shall have the right to copy from the minutes.

SECTION 14. Order of Business. The order of business at annual meetings of the Voting Members and as far as practical at other Voting Members meetings, shall be:

- (a) Call to order;
- (b) Election of a chairman of the meeting if the President and Vice President are absent;
- (c) Determination of a quorum;

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- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Election of directors;
- (i) Unfinished Business;
- (j) New Business;
- (k) Adjournment.

**ARTICLE VI
ELECTIONS AND BALLOTS**

SECTION 1. Elections. The President of the Board of Directors shall appoint, with concurrence of the Board of Directors, an Election Chairman to conduct all balloting during the term of the President's office.

- (a) The Election chairman will appoint a Chief Teller and as many Assistant Tellers as necessary (no less than four) to determine and certify ballot counting of any election in an accurate manner within twenty-four (24) hours of the close of the election.
- (b) The Election Chairman will certify and publish the ballot count received by all candidates and/or propositions, inform the candidates of the election results, and announce the results to the Voting Members as determined by the ballot count.

SECTION 2. Ballots. At all meetings of Voting Members, each Voting Member may vote in person or by mail. These provisions apply also to the election of directors (see Article VII). Every ballot shall be revocable and shall automatically cease upon conveyance or other transfer to title by the Voting Member of his lot. At least fifteen (15) days prior to an election, ballots will be mailed to all Voting Members to be cast either in person or by mail as set forth below. (amended 9/21/17)

- (a) The Election Chairman shall take due care that the ballots are not subject to counterfeit. Ballots shall include instructions for completion, address for returning ballots, and deadline for return if the Voting Member elects to vote by mail. (amended 9/21/17)
- (b) All ballots shall be in writing and filed with the Election Chairman. The ballot must be filled out as specified in its instructions and in the hands of the Election Chairman prior to the closing of the Administration Office on the day of the Election, or at such other time as may be specified on the ballot. Ballots which do not comply with the given instructions will not be counted. (amended 9/21/17)
- (c) Ballots received by mail will be given in their unopened envelopes to the Election Chairman. Ballots not properly filled out will not be counted. (amended 9/21/17)

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ARTICLE VII

BOARD OF DIRECTORS: STRUCTURE, ELECTION, AND TERM OF OFFICE

SECTION 1. Number. The affairs of the Corporation shall be managed by a board of nine (9) directors elected by the Voting Members. There shall be no fewer than five (5) directors.

SECTION 2. Term of Office. Each director's term of service shall consist of three (3) years, or until he/she is removed in the manner provided in section 5. Terms shall be staggered so the three (3) directors shall be elected each year in order to provide continuity of experience. Having served a full three-year term, a director may not be a candidate for reelection or appointment until he/she has been out of office for one year. No Voting Share household with joint owners can have more than one member on the Board at any time. No Voting Share household with joint owners can serve on the Board for more than six consecutive years without at least a one year break in Board service for all otherwise qualified member owners. An appointee filling an unexpired term in excess of one and one-half (1 ½) years shall be ineligible for reelection or re-appointment until he or she has been out of office for one year. (amended 3/4/14 and 9/21/17).

SECTION 3. Election Process. The election process shall consist of 1) announcement of the preliminary election schedule, 2) solicitation of nominees, 3) an opportunity to meet the candidates, and 4) the actual election. (amended 9/21/17)

- (a) **Election Schedule.** The election schedule will be provided by the Election Chairman and his committee.
- (b) **Solicitation of Nominees.** The Election Chairman shall request names of nominees whose names are to be included on the ballot as candidates using a Nomination Request Form. Any Voting Member desiring to be a candidate shall give notice to the Election Chairman via the Nomination Request Form in the specified timeframe. The Election Chairman shall ascertain that each nominee meets the qualifications for and desires to be a candidate (amended 9 /21/17)
- (c) **Opportunity to Meet Candidates.** The Election Chairman shall schedule and moderate a community meeting to provide an opportunity to meet and question the candidates. Prior to the meeting, the Election Chairman shall distribute a resume or information sheet on each candidate (to be supplied by the candidate). (amended 9/21/17)
- (d) **Election.** The Election Chairman shall mail a ballot to all Voting Members containing the names of all candidates with spaces for write-in candidates. The election shall be by secret ballot on the day of the annual meeting of the Voting Members. Balloting will be in accordance with Article VI, Section 2. (amended 3/6/07 and 9/21/17)

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(e) **Voting.** Each Voting Member (one vote per certificate) shall be entitled to cast their vote for any number of candidates (listed or writ-in) up to the number of positions to be filled. Each Voting Member (one vote per certificate) shall vote in person or by mail, casting no more than one of their votes for any given candidate on any given ballot. Ballots shall be handled in accordance with Article VI, Section 2. (amended 9/21/17)

SECTION 4. Compensation. No Director shall receive compensation for any service he may render to the Corporation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Removal. Any director may be removed from the Board of Directors, with or without cause, by the vote or agreement in writing by a majority of the Voting Members. In the event of death, resignation, recall or removal of a Director, the vacancy shall be filled by the affirmative vote of the majority of the remaining directors. The person selected by the board shall serve in office for the remainder of the unexpired term of their predecessor. The Board of Directors shall declare vacant the office of any director who is absent from three (3) consecutive regular monthly meetings of the Board of Directors. The Board of Directors shall declare vacant the office of any director who is absent from five (5) regular monthly meetings in any given Board year. (amended 3/4/14 and 9/21/17)

**ARTICLE VIII
MEETINGS OF DIRECTORS**

SECTION 1. No Action Taken Without a Meeting. The Board of Directors shall not take any action, without holding a meeting and duly notifying each Board of Directors member of such meeting. Florida law does permit Directors to attend by electronic device, provided that the Director can hear everything going on and that the people in physical attendance can hear the Director attending via electronic device, except in the case of an emergency meeting as set forth in Section 5. In the event of an emergency, a conference telephone call does constitute a meeting. The Board is not authorized to establish an Executive Committee or other operating body that makes operating and management decisions without notice or the chance for participation of all Board members (amended 3/4/14)

SECTION 2. Meetings.

(a) All meetings of the Board shall be open to all Members except as provided by Florida statute.

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Members attending the meetings of the Board and the various committees are entitled to participate in the discussions during said meetings pursuant to the provisions of FS 720.303(2)(b). (amended 3/4/14)

SECTION 3. Regular Meetings. Regular meetings of the Board of Directors shall be scheduled monthly at a specified date, time and place as preset by the Board of Directors at its organizational meeting, provided, the Board of Directors shall have the discretion to cancel or change any scheduled meeting by giving the notice set forth in Section 6.

SECTION 4. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Corporation, or by any two (2) directors, after not less than two (2) days notice to each director.

SECTION 5. Emergency Meetings.

In the event of an emergency, the directors have the right to call a meeting and take any action which they could take at any regular or special meeting, and any action so taken shall have the same effect. An attempt must be made to notify each director of such meeting. Emergency shall be defined as an Act of God, or a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of the Corporation or its Members. (amended 3/4/14).

- (a) According to F.S. 617.0207, the following steps should be followed if a quorum of the corporation's cannot readily be assembled because of some catastrophic event. The emphasis here is on "catastrophic event". (amended 3/7/06)

The triggering event is when some directors, the manager, and department heads maybe hospitalized/incapacitated or unable to return after evacuating CCC due to closed highways or for other reasons may not be available to provide a quorum to conduct business or be contacted by telephone. (amended 3/7/06)

- (b) Procedures for calling a meeting. Any director present should attempt to determine all other director's availability and call a meeting. If at least three elected directors are available, they constitute the Emergency Board. If there are fewer than three, those present may appoint two or more responsible voting members as emergency board members. The minimum number of acting board members is three (3) and the maximum is seven (7). (amended 3/7/06)
- (c) Conduct of the meeting. Notice of any such meetings should be posted where ever possible in each phase of CCC. The acting Emergency Directors (ED hereafter) will elect their temporary president. Written minutes and a tape recording of any such

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emergency board meeting should be developed if at all possible. Duplicate copies of any minutes should be kept in a separate safe location. (amended 3/7/06)

- (d) Conduct of business. (i) If the manager is unable to serve, the ED will appoint an emergency Manager who will assume the role/responsibilities of the regular manager and report to the ED. (ii) The ED will appoint a member as Emergency Treasurer who will do whatever necessary to get bills paid and/or get necessary supplies/equipment on credit. (amended 3/7/06)
- (e) Termination of the catastrophic emergency. When a quorum of regularly elected board of directors has returned to CCC, the Emergency directors will transfer their authority back to the original current board, and give a complete accounting of their actions during the crisis. (amended 3/7/06)

SECTION 6. Notices.

- (a) The notices and agendas of all Board of Directors meetings shall be published in one or more of the following six (6) ways, except in an emergency: (amended 3/4/14)
 - (1) posted on community bulletin boards at least 48 hours in advance,
 - (2) delivered to each Member at least seven (7) days in advance,
 - (3) mailed, postmarked at least seven (7) days in advance, to each Member, or
 - (4) published in the official community newsletter. (amended 3/4/14)
 - (5) broadcast on CCC Cable TV Channel at least four times every broadcast hour of 48 hours in advance of the meeting. (amended 3/4/14)
 - (6) giving advance electronic notice of any Board Meeting, Annual, Special or Committee meetings to any Member who has consented in writing to receive electronic notice for the equivalent number of days that a written or posted notice is required for that type of meeting. (amended 3/4/14)
- (b) Pursuant to FS 720.303(2)(c) 2 an assessment should not be discussed and/or levied at a board meeting unless there has been 14 days notice to the members of the meeting which includes a statement that assessments will be considered and the nature of the assessments under discussion. (amended 3/4/14)

SECTION 7. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

SECTION 8. Waiver of Notice. Notwithstanding any provision of these Bylaws as to notice, a director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a director shall also act as a waiver of notice thereof.

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SECTION 9. Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. When an adjourned meeting has been reconvened and a quorum established, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 10. No Proxy or Secret Ballot. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

SECTION 11. Joinder in Meeting by Approval of Minutes. A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

SECTION 12. Presiding Officer. The presiding officer at Board of Directors meetings shall be the President or, in his absence, the Vice-President. In his absence, the directors present shall designate any one of their number to preside.

SECTION 13. Minutes of Meetings. The minutes of all meetings, for whatever purpose, of the Board of Directors shall be kept in a book. A SUMMARY version of the minutes to include all motions, votes and business transactions, shall be posted to the official community bulletin boards. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

SECTION 14. Order of Business. The order of business at meetings of Directors shall be:

- (a) Call to order and establish quorum;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Unfinished business;
- (e) New business;
- (f) Adjournment.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the residents and their guests thereon, and to establish penalties for the infraction thereof;

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- (b) exercise for the Corporation all powers, duties and authority vested or delegated to this Corporation and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration
- (c) employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties;
- (d) authorize the execution or modification of any easement as provided in the Articles of Incorporation or as otherwise may now or hereafter encumber the Community, or other assignment, conveyance, or transfer of property of the Corporation, real, personal or mixed, except where Voting Member consent or approval is expressly required by the terms of the Declaration, the Articles of Incorporation or these Bylaws;
- (e) enforce its lien rights on each home lot which it has for any unpaid OM Charges, CUI utility bills or assessments, with interest, and for reasonable attorneys' fees in the collection of these past due accounts or enforcement of the lien, and to purchase any home lot and fixtures located thereon in satisfaction of its lien and foreclosure sale, and to hold, lease, mortgage or convey it;
- (f) institute, maintain, settle or appeal actions or hearings in its name on behalf of all resident concerning matters of common interest, including, but not limited to, the Common Areas and commonly used facilities;
- (g) access each resident's lot during reasonable hours as necessary for the maintenance, repair or replacement of any Common Areas or for making emergency repairs necessary to prevent damage to the Common Areas or to another resident's lot;
- (h) purchase Membership Certificates at a lien foreclosure sale and purchase Membership Certificates in the Corporation and to acquire, hold, lease, mortgage or convey them;
- (i) modify or move any easement for ingress and egress, for purposes of utilities, cable television or similar items, if the easement constitutes part of or crosses the Common Areas, without the joinder of any resident;
- (j) purchase any land on the majority approval of the Voting Members of the Corporation (but any mortgage or subordination of interest would require approval of two-thirds (2/3) of the Voting Members);
- (k) cause the filing of a lien against all lots in the proportions for which the owners are liable for common expenses for labor performed on or materials furnished to the Common Areas, if authorized by the Board of Directors;
- (l) maintain accounting records;
- (m) obtain and maintain adequate insurance to protect the Corporation and the Common Areas;
- (n) furnish financial reports to Voting Members in accordance with FS 720.303(6 & 7). (amended 3/4/14)
- (o) give notice of exposure to liability in excess of insurance coverage in any legal action to all Voting Members, who shall have the right to intervene and defend;

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- (p) provide a certificate showing the amount of unpaid OM Charges, CUI utility bills or assessments respecting a Lot owner's home to the owner of the lot in question, mortgagee or other record lien holder who requires same;
- (q) contract for maintenance and management of the Community;
- (r) pay costs of utilities services rendered to the Community and Corporation property and not billed directly to individual Lot Owners;
- (s) employ and dismiss personnel as necessary for the maintenance and operation of the Community property and retain those professional services that are required for those purposes;
- (t) authorize Lot Owners or others to use portions of the Common Areas, such as social rooms and meeting rooms, for private parties and gatherings;
- (u) repair or reconstruct improvements after casualties.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Comply with General Standards for Directors, as set forth in Florida Statute 617.0830 and 720.303(1) and 720.3033; (amended 3/4/14)
- (b) Comply with and administer the Declaration, Articles of Incorporation, and these Bylaws of the Corporation;
- (c) Employ a General Manager who shall serve under the direction of the Board of Directors and who is duly licensed to manage a community association;
- (d) Supervise all officers, agents and employees of this Corporation and ensure that their duties are properly performed;
- (e) As more fully provided in the Declaration:
 - (1) fix the amount of the annual OM Charges or any assessments against each Lot in advance of each annual OM charge period;
 - (2) send written notice of OM charges and assessments to every Owner subject thereto in advance of the date upon which same are payable; and
 - (3) foreclose the lien on any Lot for which OM charges, CUI bills, or assessments are not paid upon the date due (subject to any grace period established by the Declaration or by the Board of Directors) or bring an action at law against the Owner personally obligated to pay the same.
- (f) Issue, or cause an appropriate officer to issue, upon demand by any Owner, a certificate setting forth whether or not any assessment levied against such Owner's Lot has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (g) Procure and maintain adequate liability and hazard insurance on property owned by the Corporation;
- (h) Cause all officers or employees having fiscal responsibilities to be bonded, if it deems it appropriate;

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- (i) Cause the Common Areas and other land for which the Corporation is obligated for maintenance by The Declaration to be maintained; and
- (j) Perform such other functions and duties as may be provided by the Articles of Incorporation and not expressly reserved to the Voting Members.

**ARTICLE X
FINANCIAL MANAGEMENT**

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December of every year.

SECTION 2. The Budget. The Board of Directors shall adopt a budget for the Corporation in advance of each fiscal year for presentation to the Members at the annual meeting.

- (a) **Preparation of Budget.** The General Manager or Managing Entity for the Corporation will submit a Budget for the subsequent year operations to the Board of Directors no later than the third Monday of November of the current year. (amended 3/4/14)
- (b) **Approval of Budget by Board of Directors.** As soon as feasible after the Budget is submitted, the Board of Directors at either a regular scheduled meeting(s), or at a duly called special meeting(s), shall discuss and approve the Budget. The Budget shall be approved and adopted no later than December 31 of the current year.
- (c) **Budget to Voting Members.** A summarized version of the budget for the coming year will be furnished to the Members no later than March 1. (amended 3/4/14)

SECTION 3. Long-Range Planning. The Board of Directors shall set aside a percentage of the monthly OM fees, which percentage shall be determined annually during the budget process, as a restricted fund to be used for long-range maintenance and improvement projects such as, but not limited to:

- (a) Paving and resurfacing of streets;
- (b) Property maintenance such as fencing, roofing and painting;
- (c) Capital improvements such as air conditioners, appliances and remodeling; and
- (d) Future development projects such as building construction and beautification of waterways and lake-front property.

SECTION 4. Annual Meeting. The financial results of the calendar year that has just concluded as well as the budget for the current year will be presented to the Members at the annual meeting. The Board will determine each year who is to make the financial presentation. (amended 3/4/14)

SECTION 5. Monthly Reporting. As soon as feasible after the close of business each month, the General Manager/Managing Entity will prepare financial statements for each of the

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cost centers. These will be summarized and compared with the budget and presented for discussion at the next regular Board of Directors meeting. (amended 3/4/14)

SECTION 6. Quarterly Reporting. As soon as feasible after the close of business of each calendar quarter, the Board of Directors will distribute to the Voting Members a summary report of that quarter and year-to-date compared to the budget for the same periods. This report may include any comments that would provide clarification to the report. (amended 3/4/14)

SECTION 7. Depository. The depository of the Corporation shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Corporation shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

SECTION 8. Fidelity Bonding. Each Officer and Director of the Corporation who controls or disburses its funds shall be bonded by a fidelity bond in the principal sum of not less than ten thousand and 00/100 dollars (\$10,000.00). The cost of bonding shall be at the expense of the Corporation.

SECTION 9. Annual Election of Income Reporting Method. The Board of Directors shall make a determination annually, based on the advice of the corporation auditor, which method of reporting the Corporation's income to the Internal Revenue Service shall best serve the interests of the Corporation and, accordingly, shall cause the appropriate forms to be filed.

ARTICLE XI

OM CHARGES, ASSESSMENTS AND COLLECTION

SECTION 1. OM Charges. OM Charges shall be determined annually by the Board of Directors and assessed annually against the Lot Owners, but they may be payable in installments. The OM Charges shall be made in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

If the annual OM Charge proves to be insufficient, OM Charges may be amended at any time by the Board of Directors. Unpaid OM Charges for the remaining portion of the year for which an amended OM Charge is made shall be payable in as many equal

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installments as there are installment payment dates remaining in the year as of the date of the amended OM Charge.

SECTION 2. Emergency Assessments. Special Assessments for common expenses of emergencies that cannot be paid from the annual OM Charge for common expenses shall be made by the Board of Directors in conformity with Florida statutes 617 and

720.303(2)(c) 2 and the Corporation's Articles and By-Laws.. These assessments shall be paid at the times and in the manner that the Board of Directors may require in the notice of assessment. (amended 3/4/14)

SECTION 3. Assessment for Other than OM Charges. Assessments by the Corporation against the Lot Owners for other than common expenses shall be payable as determined by the Board of Directors. Assessments for other than common expenses may be made only after approval of Voting Members or when expressly provided for in the Declaration.

These assessments may include, without limitation, charges for maintenance services furnished at the expense of a Lot Owner and other services furnished for the benefit of a Lot Owner.

SECTION 4. Meetings Regarding OM Charges and Assessments. Except in an emergency, an OM Charge or assessment may not be levied at a Board of Directors or Members meeting unless the notice of the meeting includes a statement that OM Charges and/or assessments will be discussed, and the nature thereof of the assessment is described. Written notice of such meeting must be given not less than 14 days before the meeting. (amended 3/4/14)

SECTION 5. Liability for OM Charges and Assessments. Each Lot Owner, regardless of how title is acquired, shall be liable for all OM Charges and assessments coming due while he is the Lot Owner. The Owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid OM Charges and assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, however, shall not be liable for unpaid OM Charges and assessments of Previous Owners unless those OM Charges and assessments are evidenced by a lien recorded before the foreclosed mortgage. The liability for OM Charges and assessments may not be avoided by waiver of the use or enjoyment of any common element or by the abandonment of the Lot for which the OM Charges and assessments are made.

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SECTION 6. Collection: Interest, Application of Payment. OM Charges, assessments, and installments on them, if not paid within ten (10) days after the date they become due, shall bear interest at nine and one-half percent (9 ½ %) per annum. All OM Charges or assessment payments shall be applied first to interest and then to the OM Charges or assessment payment due.

SECTION 7. Lien for OM Charges, CUI Bills, and Assessments. The Corporation has a lien on each Lot for any unpaid OM Charges, CUI bills or assessments, with interest, and for reasonable attorneys' fees and costs incurred by the Corporation incident to the collection of the OM Charges, CUI bills or assessment, or reinforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in Sumter County. The claim of lien includes not only those OM Charges, CUI bills and assessments that are due at the time the lien is recorded but shall include all OM Charges, CUI bills and assessments which accrue through the pendency of any legal action through the date of judgment. The lien shall be deemed to be prior and superior to the creation of any homestead status, and every purchaser is subject to the imposition of such lien to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional mortgagee.

SECTION 8. Collection: Suit, Notice. The Corporation may bring an action to foreclose any lien for OM Charges, CUI bills, or assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid OM Charges or CUI bills, or assessment without waiving any claim of lien. The Corporation shall give notice to the Lot Owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Lot Owner or by certified mail, return receipt requested, addressed to the Lot Owner.

**ARTICLE XII
ASSOCIATION CONTRACTS, GENERALLY**

All contracts for the operation, maintenance or management of the Corporation or property serving the Community, made by the Corporation, must not be in conflict with the powers and duties of the Corporation or the rights of the Voting Members.

**ARTICLE XIII
COMPLIANCE AND DEFAULT**

SECTION 1. Violations, Notice, Actions. In the case of a violation (other than the non-payment of an O&M Charge or assessment) by a Lot Owner of any of the provision of the Declaration, the Articles of Incorporation, these bylaws or any lawfully adopted

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rules and regulations, the Corporation, by direction of its Board of Directors may transmit to the Lot Owner by certified mail, return receipt requested, a notice of the violation, If the violation shall continue for a period of ten (10) days from the date of the notice, the Corporation shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions: (amended 9/21/17)

- (a) Assess a fine in accordance with the then-current CCCRO Rules and Regulations, Declaration of Restrictions (DORs), and other CCC community governing documents. (added 9/21/17)
- (b) File an action to recover damages on behalf of the Corporation or on behalf of other Lot Owners;
- (c) File an action for injunctive relief requiring the offending Lot Owner to take or desist from taking certain actions; (amended 9/21/17)
- (d) Suspend use rights of common areas for violations in addition to fining and other remedies, or (added 9/21/17)
- (e) Use one, some, or all available remedies under the law. (added/amended 9/21/17)

SECTION 2. Attorney's Fees. In any action brought pursuant to the provisions of Section 1, the prevailing party is entitled to recover reasonable attorney's fees and costs.

**ARTICLE XIV
LIABILITY SURVIVES MEMBERSHIP TERMINATION**

Termination of membership in the Corporation shall not relieve or release a former Member from any liability or obligation incurred with respect to the Corporation during the period of membership, nor impair any rights or remedies that the Corporation may have against the former Member arising out of his membership and his covenants and obligations incident to that membership.

**ARTICLE XV
PARLIAMENTARY RULES:**

Roberts Rules of order (latest edition) shall govern the conduct of the corporation's meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws. (amended 3/2/10)

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**ARTICLE XVI
RULES AND REGULATIONS**

SECTION 1. Board of Directors May Adopt. The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common areas and recreational facilities serving the Community.

SECTION 2. Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Community property and a copy furnished to each Lot Owner. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

SECTION 3. Limitations on Authority. The Board of Directors may not unreasonably restrict a Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Areas and recreational facilities.

The Board of Directors may not deny any Member access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

SECTION 4. Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonable related to the promotion of the health, safety, welfare, happiness and peace of mind of the Lot Owner and uniformly applied and enforced.

**ARCICLE XVII
RESTRICTIONS ON AND REQUIREMENTS FOR USE,
MAINTENANCE AND APPEARANCE OF THE LOTS**

SECTION 1. Where Contained. Restrictions on the use, maintenance and appearance of the individual lots shall be as stated in the Declaration, and no amendments or additions shall be contained elsewhere than in the Declaration as adopted by a vote of the Voting Members in a manner prescribed elsewhere in these Bylaws.

SECTION 2. Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments thereof duly adopted by a vote of the Voting Members shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are

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wholly arbitrary in their application; (2) in violation of public policy; or (3) abrogate some fundamental constitutional rights.

**ARTICLE XVIII
BYLAWS DEEMED AMENDED**

These Bylaws shall be deemed automatically amended as may be required to be consistent with the provisions of Florida Statutes Chapter 617 and/or 720, as they may be amended from time to time. (amended 3/4/14)

**ARTICLE XIX
PRIORITIES IN CASE OF CONFLICT**

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- (a) The Florida Statutes;
- (b) The Declaration;
- (c) The Articles of Incorporation;
- (d) These Bylaws;
- (e) The Rules and Regulations

**ARTICLE XX
INDEMNIFICATION**

Every Officer and Director of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including reasonable attorneys' fees incurred and

imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Director of the Corporation, whether or not he is an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the Members of the corporation. The Corporation shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing right shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

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January 24, 2020

**ARTICLE XXI
OFFICERS AND THEIR DUTIES**

SECTION 1. Enumeration of Officers. The Officers of this Corporation shall be a President, and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create. Officers shall be Voting Members of the Corporation.

SECTION 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

SECTION 3. Term. The Officers of this Corporation shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until his successor is duly elected and qualified, unless he shall sooner resign, be removed, or be otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board of Directors may elect such other Officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

SECTION 5. Resignation and Removal. Any Officer may be removed from office with or without cause by a majority vote of the Board of Directors. 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 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.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

SECTION 7. Multiple Offices. No person shall simultaneously hold the offices of President and Secretary; however a person may otherwise hold more than one office.

SECTION 8. Duties. The duties of the Officers are as follows:

- (a) **President:** The president shall be the Chief Executive Officer of the Corporation, and shall have all the powers and duties usually vested in the office of a corporation. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments as previously approved by the Board of Directors

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and shall exercise such powers and discharge such other duties as may be required of him by the Board of Directors. The President's authority to execute or authorize other offices to sign agreements on behalf of the Corporation without prior Board approval is limited to \$1000.00 per agreement, and may not exceed \$5000.00 worth of agreements in any 30 day period. (amended 3/4/14)

- (b) **Vice President:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise such powers and discharge such other duties as may be required of him by the Board of Directors.
- (c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Corporation and affix it on all papers requiring such seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Corporation together with their addresses; perform all other duties incident to the office of a secretary of a corporation, and exercise such powers and discharge such other duties as required by the Board of Directors.
- (d) **Treasurer:** The Treasurer shall cause to be deposited in appropriate bank accounts all moneys received by the Corporation as directed by resolution of the Board of Directors; shall cause proper books of accounts to be kept; shall cause the preparation of an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall cause a copy to be made available to each of the Voting Members; shall perform all other duties incident to the office of a treasurer of a corporation; and shall exercise such powers and perform such other duties as required by the Board of Directors.

SECTION 9. Duties Fulfilled by Manager. The Secretary and Treasurer may either or both be assisted in their duties by a manager or management entity employed by the Corporation to the extent authorized by the Board of Directors. If such a manager or management entity is employed, the manager or management entity shall have custody of such books of the Corporations as the Corporation determines necessary or appropriate. (amended 3/4/14)

**ARTICLE XXII
COMMITTEES**

The Board of Directors shall appoint committees as it deems appropriate in carrying out the purposes of the Corporation.

**ARTICLE XXIII
RECORDS RETENTION AND INSPECTION**

The official records of the Corporation shall be maintained and available to the Members

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for inspection as described below and in accordance with applicable Florida statute FS Ch. 617.303; and Ch. 720.303(5). (amended 3/4/14)

SECTION 1. Written Records. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

SECTION 2. Records Kept and Manner of Retention. The Corporation shall maintain records of each of the Official Records (designated in Art. XXIII Sec. 3) at the principal office of the Corporation for the period of time indicated. Duplicates of records deemed vital shall be stored in a location apart from the Administration Office on paper, film or magnetic media.

SECTION 3. Official Records, to be Maintained Permanently Unless Otherwise Noted, Are:

- (a) A copy of the Declaration and a copy of each amendment thereto.
- (b) A copy of the Articles of Incorporation of the corporation and a copy of each amendment thereto.
- (c) A copy of the Bylaws of the Corporation and of each amendment to the Bylaws.
- (d) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Corporation is obligated to maintain, repair, or replace.
- (e) A copy of the current rules and regulation of the Corporation.
- (f) Minutes of all meetings of the Board of Directors and of the Members. (Florida statutes require that these must be retained for at least seven years.)
- (g) A current roster of all Members and their mailing addresses and parcel identifications.
- (h) All of the Corporation's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (i) A current copy of all contracts to which the Corporation is a party, including, without limitation, any management agreement, lease, or other contract under which the Corporation has any obligation or responsibility. Any bids for work to be performed that result in such contracts must be kept for a period of at least three (3) years after completion of the work. Unaccepted bids for work to be performed must be retained for at least one (1) year.
- (j) The financial and accounting records of the Corporation, which must be maintained for a period of at least seven (7) years, including:
 - (1) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - (3) All tax returns, financial statements, and financial reports of the Corporation.

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January 24, 2020

- (3) All tax returns, financial statements, and financial reports of the Corporation.
- (4) Any other records that identify, measure, record or communicate financial information.

SECTION 4. Voting Member Access. The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places with ten (10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the community. (amended 3/4/14)

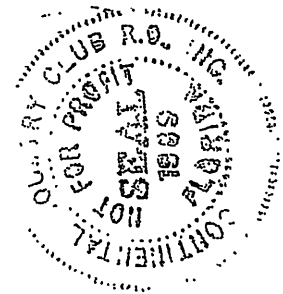
The Corporation may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Corporation shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them. (amended 3/4/14)

**ARTICLE XXIV
CORPORATE SEAL**

The Corporation shall have a seal in circular form having in its circumference the words "Continental Country Club R.O., Inc.", "Florida", not for profit" and "1989". An impression of the corporate seal appears in the margin below. The Corporation may use such seal, or any facsimile thereof.

(SEAL)

**ARTICLE XXV
AMENDMENTS**



These Bylaws may be altered, amended or rescinded at a regular or special meeting of the Members by a majority vote of the Voting Members, pursuant to Article V, Section 9.

**ARTICLE XXVI
CONSTRUCTION**

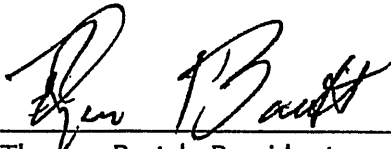
Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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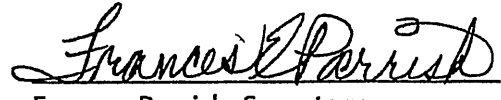
January 24, 2020

CERTIFICATE OF AMENDMENT

We, the undersigned, do hereby certify that we are the duly elected President and Secretary of Continental Country Club R.O. Inc., a Florida not-for-profit corporation, and that the foregoing Bylaws constitute the Bylaws of said Corporation, as duly amended by the Voting Members of Continental Country Club R.O. Inc., on the 21st day of September, 2017. The Election Committee certifies that ballot counting was completed September 21, 2017, and that all proposed changes were approved by the required majority. These revised Continental Country Club R.O. Inc., Bylaws dated September 17, 2017 supersede all previous editions.

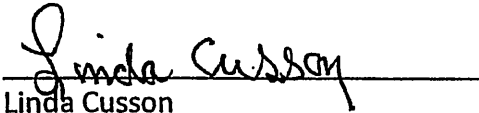


Thomas Bartsh, President

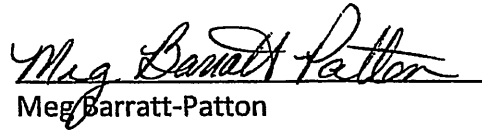


Frances Parrish, Secretary

Witnesses:



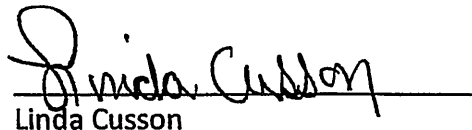
Linda Cusson



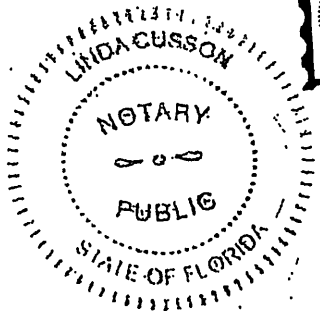
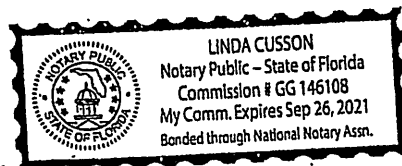
Meg Barratt-Patton

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 24th day of January, 2020 by Thomas Bartsh and Frances Parrish who personally appeared before me and who are personally known to me.




Linda Cusson



Linda Cusson
Printed Name of Notary
My Commission Expires: 9/26/2021



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original
Gloria R. Hayward, Clerk of Circuit Court
By 
Deputy Clerk
Dated 1-24-2020