

N000000001732

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

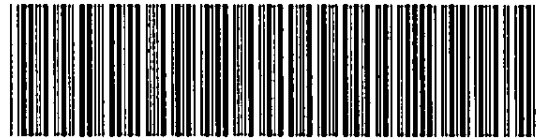
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200398326942

12-01-19--01019--000 **43.75

FILED
2022 DEC -2 AM 10:10
TALLAHASSEE, FLORIDA

FEB 23 2022

S. PRATHER



CHERRY,
EDGAR &
SMITH, P.A.

ATTORNEYS AT LAW

8409 N. MILITARY TRAIL · SUITE 123
PALM BEACH GARDENS, FL 33410
P: (561) 471.7767
F: (561) 471.7974

WWW.CHERRYEDGARLAW.COM

December 1, 2022

VIA FEDERAL EXPRESS priority overnight

State of Florida
Registration Section-Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, Florida 32303
Telephone: (850) 245-6051

Re: Amended and Restated Articles of Incorporation
Medalist Village Club, Inc., a Florida not-for-profit corporation

Dear Sir/Madam:

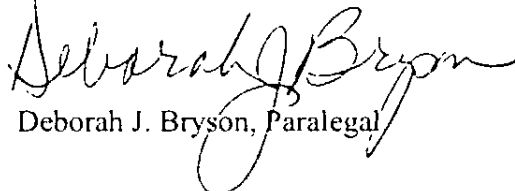
Enclosed please find the Amended and Restated Articles of Incorporation for Medalist Village Club, Inc., a Florida not-for-profit corporation.

Also enclosed is our trust account check in the amount of \$43.75 representing payment of the filing fee and a certificate of status.

Please return all correspondence regarding this matter to the undersigned.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact me.

Sincerely,


Deborah J. Bryson, Paralegal

Enclosures

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MEDALIST VILLAGE CLUB, INC.**

(A Florida Not-For-Profit Corporation)

**ARTICLE I
NAME**

The name of the Corporation shall be “**MEDALIST VILLAGE CLUB, INC.**” (the “**Club**”). These adopted restated and amended articles of incorporation supersede the original articles of incorporation and all amendments to them.

**ARTICLE II
PRINCIPAL PLACE OF BUSINESS**

The principal office of the Club shall be at 7700 SE Medalist Place, Hobe Sound, Florida 33455, or at such other place as may be designated, from time to time, by the Board of Directors.

**ARTICLE III
DURATION**

The term of duration of the Club is perpetual, unless it is dissolved pursuant to any applicable provision of the Florida Statutes. The Club shall commence to exist upon the filing of these Articles in the Office of the Secretary of State of the State of Florida.

**ARTICLE IV
PURPOSE AND POWERS**

The primary purpose of the Club is to own and operate a private golf and social club on real property located in Martin County, Florida, exclusively for the recreation, pleasure, and benefit of its members. The Club may, as determined by the Board of Directors in its reasonable discretion, also become a member of the Medalist Club Road Association, Inc. or enter into agreements (such as use and maintenance agreements, easements and the like) with other associations within The Medalist development and/or Medalist Golf Club, Inc. To carry out these purposes, the Club shall be empowered to acquire, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, to borrow money and to lend money, whether secured or unsecured, and to do and perform all such other acts and things as are necessary to carry out its purposes and as are and as are allowed by the laws of the State of Florida with respect to corporations not-for-profit, unless otherwise restricted by these Articles or the Bylaws of the Club (the “**Bylaws**”).

2022 DEC -2 AM 10:10
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

ARTICLE V CAPITAL STOCK

The Club shall have no capital stock and shall be composed of members rather than shareholders. Certificates of membership shall be issued to qualified members. Membership fees for membership certificates may be required, as provided in Article VIII herein below.

ARTICLE VI PROHIBITION AGAINST DISTRIBUTION OF INCOME

The Club does not permit pecuniary gain or profit. No dividend shall be paid and no part of the income of the Club shall inure to the benefit of any member, Director or officer, and as such they will have no interest in or title to any of the property or assets of the Club.

Nothing herein shall prohibit the Club from reimbursing its Directors and officers for expenses reasonably incurred in performing services rendered to the Club, nor shall anything herein be construed to prohibit payment by the Club of compensation in a reasonable amount to a Director or officer for services rendered to the Club in a capacity other than as a Director or officer.

ARTICLE VII MEMBERS

The members of the Club shall be those individual and singular persons to whom membership certificates are specifically issued, as provided in Article VIII herein below. In the event that a business entity or trust acquires title to a home or lot, which acquisition requires the buyer to apply for and (if approved) acquire an Equity Membership, then a person authorized to act on behalf of the business entity or the trustee of a trust shall identify the natural person who shall be the Equity Member and holder of the certificate of Equity Membership.

ARTICLE VIII NUMBER OF MEMBERSHIP CERTIFICATES

The Club shall issue membership certificates representing no more than two hundred fifty (250) equity memberships ("**Equity Memberships**") no more than one (1) founder membership ("**Founder Membership**") and no more than one (1) honorary membership ("**Honorary Membership**"), all as provided in Article II of the Bylaws. The Founder and Honorary Memberships shall not be Equity Memberships. All references to "**Equity Members**" shall refer to holders of Equity Memberships only. Each membership certificate represents one (1) membership and may be owned singularly and individually by only one (1) natural person.

Equity Memberships shall be by application and acceptance. The holder of an Equity Membership shall have access to all Club facilities and shall be required to pay annual dues and assessments as set forth in the Bylaws, golf cart fees, guest green fees and other fees as determined by the Board of Directors, but shall not pay green fees.

The Holder of the Founder Membership ("**Founder Member**") is only the person doing so as of November 30, 2022. The Founder Member is not required to pay membership fees, and

shall not be required to pay any dues, assessments or fees required to be paid by Equity Members, including, but not limited to, guest green fees, golf cart fees and guest cart fee, but the Founder Member shall pay charges incurred for food, beverage, and other requested Club services. The Founder Member shall otherwise have the same rights and privileges as Equity Members other than voting and entitlement to proceeds of a dissolution of the Club. Founder Membership, shall not be cancelable, assignable or transferable and shall terminate only on the death or resignation of the Founder Member; provided, however, Founder Membership shall inure to the benefit of and be continued by a surviving spouse of the deceased original Founder member at the option of such surviving spouse. Such Founder Membership, however, shall not further inure to the benefit of a surviving spouse of the surviving spouse of the deceased original Founder Member, or any other person or entity. Notwithstanding anything contained in these Articles or Bylaws, no amendment affecting the rights, privileges, terms, conditions, or provisions contained in these Articles or the Bylaws, pertaining to Founder Member or Founder Membership will be effective without the written consent of the Founder Member. The Founder Member shall have no voting rights, and upon the dissolution of the Club, the Founder Member shall not be entitled to any distribution of the assets of the Club.

The Honorary Member shall pay only the same charges as the Founder Member and shall, except as provided herein and in Article II of the Bylaws, have the same rights as the Founder Member. The Honorary Membership shall terminate upon the death of the Honorary Member and shall not inure to the benefit of or be continued by a surviving spouse of a deceased Honorary Member, or any other person or entity. The Honorary Member shall have no voting rights, and upon the dissolution of the Club, the Honorary Member shall not be entitled to any distribution of the assets of the Club.

ARTICLE IX TRANSFER OF MEMBERSHIP

Except as provided in Article VII of the Bylaws, a membership may be transferred only through reissuance of the membership certificate by the Club in accordance with the procedure set forth in the Bylaws.

ARTICLE X VOTING RIGHTS

The voting powers of the members will be vested only in Equity Members. Each such member shall have one (1) vote.

ARTICLE XI BOARD OF DIRECTORS

A. The Club shall have a Board of Directors consisting of five (5) to seven (7) directors (as determined by the Board from time to time) elected by a plurality vote of the Equity Members at their annual meeting. However, in 2022 the Board shall consist of the following seven (7) members who shall serve the terms indicated: three (3) years – Andrew Goldman, Robert Griffin and Mark Mays; two (2) year – William Morris and Gerard Mueller; one (1) year – Peter Nachtwey

and J. Kim Walker. Such initial terms shall be extended to include the additional time between the initial election for directors and the first annual meeting of the Equity Members to be held in April of 2024 as provided by the Bylaws. Thereafter, each director shall be elected for a three (3) year term. Directors shall be Equity Members or spouses of Equity Members.

B. The Board of Directors shall be responsible for the administration and operation of the Club and shall have the exclusive authority to establish categories of memberships, membership fees, set dues and assessments, establish Rules and Regulations and, in general, set policies for and control the management of the Club and its facilities.

C. Nominating Committee.

1. Nominations for election to the Board of Directors shall be made by a Nominating Committee, which shall have a minimum of three (3) members, none of whom shall be members of the Board of Directors. Prior to each applicable election of Directors by the Equity Members, the President shall appoint the Nominating Committee, subject to the advice and consent of the Board of Directors. Members of the Nominating Committee shall serve for a term of one (1) year or until their successors are appointed as provided above.

2. The Nominating Committee will recommend, at least thirty (30) days prior to the annual meeting of Equity Members, the name(s) of at least one (1) Equity Member(s) for each vacancy on the Board of Directors. Candidates must be approved by a majority of the members of the Nominating Committee. The names of the persons so named shall appear on the ballot for the election of directors, which shall also have a space for a "write-in" candidate for each open seat. If, after diligent effort, the Nominating Committee cannot identify a sufficient number of candidates, it shall so advise the Board of Directors and only those candidates who are willing to serve shall be named and such candidate shall be deemed elected.

3. Unless specifically requested by the Board of Directors, the Nominating Committee will not be utilized to fill vacancies on the Board of Directors occurring by reason of death, resignation or otherwise for any unexpired term. Rather, in the event a seat on the Board of Directors becomes vacant, the remaining directors shall, by majority vote, select an Equity Member to serve such unexpired term.

ARTICLE XII OFFICERS

A. The affairs of the Club shall be managed by a President, a Vice President, a Secretary and a Treasurer. Such officers must be members of the Board of Directors. The Board of Directors may appoint such other officers and assistant officers as it may desire. The officers shall be selected by the Board of Directors at each annual meeting of the Board of Directors, and they shall serve for a term of one (1) year or until their successors shall be selected.

**ARTICLE XIII
REMOVAL OF OFFICERS**

Any officer may be removed from office (but not the Board) with or without cause and for any reason prior to the expiration of the officer's term by vote of a majority of the entire Board of Directors at a regular or special meeting of the Directors at which a quorum is present and for which such officer was given notice. At any such meeting, the subject officer(s) shall be given the opportunity to be heard.

**ARTICLE XIV
LIABILITY FOR DEBTS AND INDEMNIFICATION**

Neither the members nor the officers nor the Directors of the Club shall be liable for the debts of the Club. The Club shall indemnify and hold harmless, to the maximum extent permitted by Florida Statutes, each person who shall serve at any time as Director or officer of the Club.

**ARTICLE XV
AMENDMENT OF BYLAWS**

The Bylaws may be amended or altered by the affirmative vote of a majority of all of the Equity Members (as opposed to only those voting) at any regular or special meeting thereof. No such amendment or alteration of the Bylaws shall change the rights and privileges of the Founder Member or affect the Founder Membership unless approved in writing by the Founder Member.

**ARTICLE XVI
AMENDMENT OF ARTICLES AND OTHER MAJOR MATTERS**

A. These Articles may be amended by two-thirds (2/3rds) of the votes cast in person or by proxy at any duly called and constituted annual or special meeting of the members at which a quorum is present, together with the affirmative vote of a majority of the Board of Directors cast at such meeting.

B. Notwithstanding anything to the contrary contained in these Articles or the Bylaws, a two-thirds vote of all of the Equity Members of the Club and a two-thirds vote of all of the Board of Directors shall be required in order to approve the merger or consolidation of the Club with another entity or the voluntary dissolution of the Club.

**ARTICLE XVII
MEMBERSHIP FEES**

Membership fees for Equity Membership in the Club shall be in such amounts as may be fixed, from time to time, by the Board of Directors in accordance with the provisions of the Bylaws. All membership fees shall be paid to the Club. Founder and Honorary Members shall never pay membership fees.

**ARTICLE XVIII
DUES, ASSESSMENTS AND CHARGES**

Equity Members shall pay dues, assessments and charges in accordance with the terms of these Articles and the Bylaws. Founder and Honorary Members are not required to pay membership fees, or any dues, assessments or fees required to be paid by Equity Members, including, but not limited to, guest green fees, golf cart fees and guest cart fees, but shall pay charges incurred for food, beverages and other requested Club services.

**ARTICLE XIX
MANAGEMENT AGREEMENT**

The Board of Directors may authorize the officers of the Club to enter into a management agreement with any person, firm or corporation, including the Company or its principals or subsidiaries, to manage the affairs of the Club.

**ARTICLE XX
CONTRACTUAL POWERS**

In the absence of fraud, no contract or other transaction between the Club and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or officer of the Club is pecuniarily or otherwise interested in, or is a director, officer or member of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation, or partnership.

**ARTICLE XXI
INDEMNIFICATION**

A. The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, employee, officer, committee member or agent of the Club, against all expenses (including attorneys' fees and costs and appellate attorneys' fees and costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by the indemnified person in connection with such action, suit or proceeding, unless (i) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that such person did not act in good faith or acted in a manner the person believed to be not in or opposed to the best interest of the Club, and, with respect to any criminal action or proceeding, that person had reasonable cause to believe the conduct in question was unlawful and (ii) such court further specifically determines that indemnification should be denied. The termination of any action, suit or

proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which believed to be not in or opposed to the best interest of the Club, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe that the conduct in question was unlawful.

B. With respect to attorneys' fees and costs, the Club shall approve same upon the proposed indemnitee's presentation of each invoice for attorneys' fees and costs to the Club with the proposed indemnitee's confirmation of his or her approval of such invoice or, in the alternative, upon presentation of a statement from legal counsel showing the total amount of the attorneys' fees and costs accompanied by the proposed indemnitee's confirmation that he or she has received a detailed billing which, in total, equals such amount and has approved same. All such attorneys' fees and costs advanced shall be deemed immediately repayable if a final determination is made that the proposed indemnitee was not entitled to indemnification.

C. To the extent that a director, officer, employee, committees or agent of the Club has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section I above or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred in connection therewith.

D. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, both as to action in an official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

E. The Club shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, committee member or agent of the Club, or is or was serving at the request of the Club as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such insurance shall cover any liability asserted against that person and incurred in any such capacity, or arising out of the status as such, regardless whether or not the Club would have the power to indemnify the person against such liability under the provisions of this Article.

F. The provisions of this Article XXI shall not be amended in a manner adverse to any person protected hereby.

ARTICLE XXII DISSOLUTION

In the event of dissolution or final liquidation of the Club, all of the property and assets of the Club, after payment of its debts, shall be distributed among only the Equity Members, (*i.e.*, not

the Founding Member, Honorary Member or any Non-Equity Members) in accordance with the provisions of the Bylaws applicable to the dissolution of the Club.

**ARTICLE XXIII
INCORPORATOR**

The name and address of the incorporator appears in the original Articles of Incorporation.

(Execution and acknowledgment appear in the original Articles of Incorporation.)

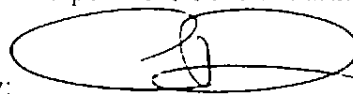
These Amended and Restated Articles of Incorporation of Medalist Village Club, Inc. were approved by Medalist Golf Company-Hobe Sound Partners, Ltd., a Florida Limited Partnership, which is sufficient for approval pursuant to Article XXI of the original Articles of Incorporation.

**MEDALIST GOLF COMPANY-
HOBE SOUND PARTNERS, LTD.**

A Florida Limited Partnership

By: Medalist Golf Company, a Florida
corporation, General Partner

By: _____



Chris Dillavou
Chief Operating Officer

Date: _____

11/29/22

2022 DEC -2 AM 10:10
TALLAHASSEE, FLORIDA