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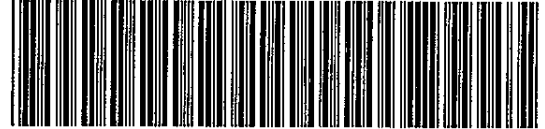
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J. Shivers OCT 10 2005

**LAMB & ASSOCIATES**  
10800 SIKES PLACE  
SUITE 300  
CHARLOTTE, NORTH CAROLINA 28277  
  
TELEPHONE (704) 847-1544  
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October 6, 2005

**VIA FEDERAL EXPRESS**

Florida Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: Filing of Articles of Incorporation/SummerGlen Golf Club, Inc.

To Whom It May Concern:

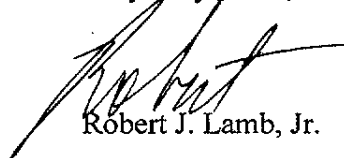
Please find enclosed the original executed Articles of Incorporation for SummerGlen Golf Club, Inc. for immediate filing. I have also enclosed this Firm's check in the amount of \$87.50, representing the \$35.00 filing fee, \$35.00 registered agent designation, \$8.75 for a certified copy of the filed Articles and \$8.75 for a Certificate of Status.

Please proceed to file the enclosed Articles as soon as possible and return to the undersigned a certified copy of the filed Articles and a Certificate of Status as soon as possible. I have enclosed a FedEx package for your use in returning the requested to the undersigned.

If there is any reason the enclosed Articles cannot be filed immediately please let me know. Should you have any questions, please let me know.

Thanks for your cooperation!

Very truly yours,

  
Robert J. Lamb, Jr.

Enclosures

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**ARTICLES OF INCORPORATION  
OF  
SUMMERGLEN GOLF CLUB, INC.  
(A Not-For-Profit Corporation)**

In compliance with Section 617.0202 of the Florida Statutes and the laws of the State of Florida, and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge that:

**ARTICLE I  
NAME OF CORPORATION**

The name of the not-for-profit corporation shall be **SummerGlen Golf Club, Inc.** (hereinafter referred to as the "Club"). The address of the Club's initial principal office shall be at 15480 SW 13<sup>th</sup> Circle, Ocala, Marion County, Florida 34473 or at such other place as may be designated, from time to time, by the Board of Directors of the Club.

**ARTICLE II  
DURATION**

The period of duration of the Club is perpetual.

**ARTICLE III  
PURPOSE AND POWERS**

The Club is organized and operated not for private profit but exclusively for social and athletic purposes and to purchase and thereafter own and operate a private golf and social club (including but not limited to, an eighteen-hole golf course, golf practice facilities and clubhouse facilities) exclusively for the social, pleasure, recreation and other nonprofitable purposes of its members and guests, all pursuant to such rules and policies as shall be set forth in the Rules and Regulations and By-Laws of the Club. The Club shall be empowered to purchase, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, and to borrow money, whether secured or unsecured, and to do and perform all such other acts and things and engage in any lawful act or activity as may be allowed by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide and to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Club is organized.

The Club is not a homeowners association under Chapter 720 of the Florida Statutes; accordingly, the provisions of Chapter 720 of the Florida Statutes do not apply to the Club.

**ARTICLE IV  
BOARD OF DIRECTORS**

The Board of Directors of the Club shall initially consist of three (3) individuals as designated in the By-Laws of the Club.

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**ARTICLE V**  
**QUALIFICATIONS OF MEMBERSHIP**

The classifications, qualifications, characteristics, rights, privileges, limitations and obligations of membership and the manner of admission shall be as set forth in and regulated by the By-Laws of the Club.

**ARTICLE VI**  
**PROHIBITION AGAINST DISTRIBUTION OF INCOME**

The Club does not permit pecuniary gain or profit. No part of any net earnings of the Club shall inure to the benefit of any member of the Club, member of the Board of Directors, officer of the Club, any private shareholder or any other private individual (as defined in Treasury Regulation Section 1.501(a)-1(c)), the Club being organized for social, pleasure, recreation and other nonprofitable purposes, 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 the any member of the Board of Directors, any officer of the Club or any member of the Club for all expenses reasonably incurred by them in performing services rendered to the Club.

**ARTICLE VII**  
**CAPITAL STOCK**

The Club shall have no capital stock and shall be composed of members as further described in the By-Laws of the Club rather than shareholders.

**ARTICLE VIII**  
**VOTING MEMBERS**

The Club will have voting members and non-voting members as described in the By-Laws of the Club.

**ARTICLE IX**  
**LIABILITY FOR DEBTS**

Members of the Club, members of the Board of Directors and the officers of the Club shall not be liable for the debts of the Club.

**ARTICLE X**  
**LIMITATION OF LIABILITY**

The personal liability of each member of the Board of Directors and each officer of the Club, for monetary or other damages, for conduct as a director or officer shall be eliminated to the full extent permitted by applicable law.

## **ARTICLE XI INDEMNIFICATION**

To the fullest extent permitted by the Florida Not-For-Profit Corporation Act, the Club shall indemnify any director or officer of the Club from and against any and all claims and liabilities to which such person(s) shall become subject by reason of his/her having been, or hereafter being, a director or officer of the Club, or by reason of any action alleged to have been taken or omitted by him/her as such director or officer of the Club, and shall reimburse each such person(s) for all legal and other expenses reasonably incurred by him/her in connection with any such claim or liability. However, no such person(s) shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his/her willful misconduct.

## **ARTICLE XII TRANSFER OF MEMBERSHIP**

A membership may be transferred only through the Club in accordance with the procedures set forth in the By-Laws of the Club. A member who has been expelled from the Club and had his/her membership terminated shall surrender his/her membership certificate to the Club in accordance with the procedures set forth in the By-Laws of the Club.

## **ARTICLE XIII DISSOLUTION**

In the event of dissolution or final liquidation of the Club prior to the closing of the purchase of the facilities provided at SummerGlen Golf Club as further described in that certain Club Option Agreement to be executed between the Club and SummerGlen Partners, LLC, a Florida limited liability company (the "Company"), all of the property and assets of the Club, after payment of its debts and satisfaction of all other requirements set forth in Section 617.1406 of the Florida Not-For-Profit Corporation Act, shall be distributed, as permitted by applicable Florida law and a court having jurisdiction, to the holders of any outstanding Equity Memberships to the extent of any membership contribution previously paid for such Equity Membership (so that each such Equity Member receives a full refund of any previously paid membership contribution) and any remaining balance shall be paid to the Company. In the event of dissolution or final liquidation of the Club after the closing of the purchase of the facilities provided at SummerGlen Golf Club as further described in that certain Club Option Agreement to be executed between the Club and SummerGlen Partners, LLC, all of the property and assets of the Club, after payment of its debts and satisfaction of all other requirements set forth in Section 617.1406 of the Florida Not-For-Profit Corporation Act, shall be distributed, as permitted by applicable Florida law and a court having jurisdiction, to the holders of any outstanding Equity Memberships to the extent of any membership contribution previously paid for such Equity Membership (so that each such Equity Member receives a full refund of any previously paid membership contribution) and any remaining balance shall be paid to the holders of any outstanding Equity Memberships (including any Equity Memberships then held by the Company and/or its affiliates) on an equal basis.

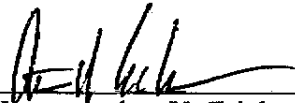
## **ARTICLE XIV NAME AND ADDRESS OF INCORPORATOR**

The name of the incorporator is Arthur H. Erickson and the street address of the incorporator is 146 Horizon Court, Lakeland, Florida 33813, Polk County, Florida 33813.


**ARTICLE XV  
REGISTERED OFFICE AND REGISTERED AGENT**

The name of the initial registered agent is Arthur H. Erickson and the street address of the initial registered office of the Club is 146 Horizon Court, Lakeland, Florida 33813, Polk County, Florida 33813.

**IN WITNESS WHEREOF**, the Incorporator has executed these Articles of Incorporation this 4<sup>th</sup> day of October, 2005.

  
\_\_\_\_\_  
Print Name: Arthur H. Erickson  
Incorporator

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

  
\_\_\_\_\_  
Print Name: Arthur H. Erickson  
Registered Agent  
Date: October 4, 2005

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