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AMENDED AND RESTATED ARTICLES OF INCORPORATION
YES& VACATIONS TRUST MEMBERS ASSOCIATION, INC.

(A Florida Corporation Not-for-Profit)

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Pursuant to the requirements of Sections 617.1002 and 617.1007, Florida Statutes, the undersigned does hereby make, swear to, adopt and file these Amended and Restated Articles of Incorporation ("*Articles*") of YES& VACATIONS TRUST MEMBERS ASSOCIATION, INC., a not-for-profit corporation (the "*Trust Association*"), which was incorporated in the State of Florida on June 12, 2024 under Document No. N24000007422.

The Trust Association has not yet issued any memberships and does not yet have any members. The board of directors unanimously voted to adopt these Amended and Restated Articles of Incorporation on September 13, 2024. Therefore, Articles I through VIII of the Trust Association's originally filed Articles of Incorporation are deleted in their entirety and are amended and restated as follows:

ARTICLE 1. NAME AND DESIGNATED OFFICE ADDRESS

The name of the corporation shall be "Yes& Vacations Trust Members Association, Inc." The physical and mailing address of the initial designated office of the Trust Association is c/o Yes& Vacations Club Management, 7200 South Las Vegas Boulevard, Las Vegas, NV 89119.

ARTICLE 2. DEFINITIONS

All terms used in these Articles have the same meaning as defined in that certain Yes& Vacations Club Trust Agreement (the "*Trust Agreement*") with an effective date of _____, by and among Chicago Title Timeshare Land Trust, Inc., a Florida corporation, as Trustee of Yes& Vacations Club Trust, whose address is c/o Fidelity National Timeshare, 2400 Maitland Center Parkway, Suite 110, Maitland, FL 32751 ("*Trustee*"); The ASNY Company, LLC dba Yes& Vacations, a Delaware limited liability company, whose address is 801 South Rampart Boulevard, Suite 200, Las Vegas, NV ("*Trust Developer*"); and Trust Association, as the same may be amended or otherwise modified from time to time, unless these Articles specifically provide otherwise.

ARTICLE 3. TERM OF EXISTENCE

Corporate existence shall commence with the filing of these Articles with the Secretary of State of the State of Florida. The Trust Association shall exist in perpetuity until such time as the Trust Association is dissolved in accordance with Chapter 617, Florida Statutes, and such dissolution is filed with the Secretary of State of the State of Florida.

ARTICLE 4. PURPOSE

The Trust Association is a not-for-profit corporation, organized and existing under the laws of the State of Florida. The Trust Association is the sole beneficiary with respect to Activated Trust Property. Pursuant to the terms of the Trust Agreement, when Activated the Accommodations are subjected to the Vacation Ownership Plan. The Trust Association is the entity responsible for managing and operating the Vacation Ownership Plan, the Trust Property that is Activated, and the Trust Association Property as well as the entity responsible for managing and operating the affairs of the Trust Association and its Owners.

ARTICLE 5. POWERS

The Trust Association shall have all common law and statutory powers permitted a corporation not-for-profit under Florida law that are not in conflict with these Articles, together with such additional specific powers as are contained

in the Vacation Ownership Documents, and all of the power reasonably necessary to implement the purposes of the Trust Association. The Trust Association shall have the power to manage and operate the Vacation Ownership Plan, the Trust Property that is Activated, and the Trust Association Property as well as the entity responsible for managing and operating the affairs of the Trust Association and its Owners.

ARTICLE 6. QUALIFICATION OF OWNERS, THE MANNER OF THEIR ADMISSION, AND VOTING

6.1 Upon the establishment of the Trust and the contribution of any Property to the Trust that has been Activated, Trust Developer shall hold all Vacation Ownership Interests and shall be the Class B Owner (as further described in the Bylaws) during the Class B Control Period. From time to time, Trust Developer may transfer Vacation Ownership Interests to Owners and such Owners shall become Class A Owners (as further described in the Bylaws). During the Class B Control Period, each Owner of the Trust Association shall be a Class A Owner and the Trust Developer shall be the Class B Owner, and ownership shall consist of the Class B Owner and Class A Owners. After the Class B Control Period Termination Event, there shall no longer be a Class B Owner, and the Trust Association shall consist solely of Class A Owners.

6.2 Ownership of a Vacation Ownership Interest shall be a prerequisite to exercising any rights as an Owner of the Trust Association. Ownership may be held by one or more individuals or by a corporation, partnership, trust or any other appropriate legal entity with the power to hold title to a Vacation Ownership Interest.

6.3 A given Owner's ownership shall terminate upon the termination of the Trust or upon transfer of ownership of all Vacation Ownership Interests owned by an Owner, provided that such transfer is permitted under the provisions of the Trust Documents.

6.4 Each Class A Owner shall have a minimum of one (1) Vacation Ownership Interest and shall have one (1) vote per Ownership Point appurtenant to each Vacation Ownership Interest owned by such Class A Owner as set forth in the Bylaws. Until the Class B Control Period Termination Event, the Class B Owner shall have ten (10) votes per Ownership Point appurtenant to the Class B Owner's Vacation Ownership Interest. Upon the Class B Control Period Termination Event, there shall no longer be a Class B Owner, and the Trust Developer shall be a Class A Owner and have (1) vote for each Ownership Point owned by the Trust Developer. Nevertheless, and notwithstanding the occurrence of a Class B Control Period Termination Event, Trust Developer shall continue to retain and exercise the rights and privileges reserved to the Trust Developer under the Trust Documents.

6.5 Each Owner's share in the funds and assets of the Trust or the Trust Association is an appurtenance to his or her Vacation Ownership Interest and cannot be assigned, hypothecated, or transferred in any manner except together with the transfer of title to the Vacation Ownership Interest.

ARTICLE 7. LIABILITY OF OWNERS

Except for each Owner's obligations to pay Assessments and any other obligations established by the Trust Documents, no officer, member of the Trust Board, or Owner shall be personally liable for any debt or other obligation of the Trust Association.

ARTICLE 8. INCORPORATORS

The name and physical address of the Incorporator of the Trust Association are as follows (the "*Incorporator*");

Name: Ajda Nguyen
801 S. Rampart Boulevard
Las Vegas, NV 89145

ARTICLE 9. BOARD OF DIRECTORS

The affairs of the Trust Association shall be managed and conducted by the Trust Board. The number, terms of office, and provisions regarding election, removal of directors, and filling of director vacancies on the Trust Board shall be as set forth in the Bylaws.

The names and addresses of the initial directors of the Trust Board who shall hold office until their successors have been duly appointed or elected and qualified as provided in these Articles and the Bylaws are as follows:

<u>Name:</u>	<u>Address:</u>
Anthony J. Twist	801 S. Rampart Boulevard, Las Vegas, NV 89145
Glenn T. Stockton II	801 S. Rampart Boulevard, Las Vegas, NV 89145
Johnnie Santiago	801 S. Rampart Boulevard, Las Vegas, NV 89145

ARTICLE 10. OFFICERS

The officers of the Trust Association shall consist of a President, a Vice President, a Secretary, and Treasurer, or such other officers as the Trust Board may from time to time deem appropriate. The officers of the Trust Association shall be appointed or elected, in the manner determined by the Bylaws, at the initial Trust Board meeting and at each annual meeting of the Trust Board thereafter and shall hold office at the pleasure of the Trust Board. Any officer may be removed at any meeting of the Trust Board by the affirmative vote of a majority of the members of the Trust Board, with or without cause, and any vacancy in any office may be filled by the Trust Board.

ARTICLE 11. BYLAWS

The Bylaws are to be made or approved by the initial Trust Board and thereafter may be amended, altered, modified, or rescinded as set forth in the Bylaws.

ARTICLE 12. DECLARATION

The Declaration is to be made or approved by the initial Trust Board and consented to by the Trust Developer and thereafter may be amended, altered, modified or rescinded as set forth in the Declaration.

ARTICLE 13. AMENDMENTS TO THE ARTICLES OF INCORPORATION

13.1 Amendments to these Articles shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Until the expiration of the Class B Control Period, proposal of an amendment and approval of an amendment shall require the affirmative action of a majority of the entire membership of the Trust Board (which may be by written action in lieu of a meeting), and no Owners' meeting nor any approval by the Owners is required, unless such meeting or approval is required by the Trust Agreement, Chapter 617, Florida Statutes, or Chapter 721, Florida Statutes.

(c) After the expiration of the Class B Control Period, a resolution approving a proposed amendment may be proposed by either the Trust Board or by a majority of votes attributable to the Class A Owners, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided in these Articles, such approvals must be by a unanimous vote of all the members of the Trust Board, a majority vote of all of the votes attributable to the Class A Owners, and with the written consent of the Trust Developer. Any number of amendments may be submitted to the Trust Developer and Class A Owners and voted upon by the Class A Owners and consented to by the Trust Developer at one meeting.

(d) An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida.

(e) Notwithstanding the provisions of this Article 13, these Articles may be amended by Trust Developer, without the approval of the Trust Board or any other Owner, as may be required by any lending institution, title insurance company, or governmental entity; as may be necessary to conform these Articles to any governmental statutes; as may be in the best interests of the Trust Association; to selectively incorporate future legislative changes, in its discretion; to facilitate the operation or management of the Trust Property, Trust Association Property; or as Trust Developer may deem appropriate, in its sole discretion, to carry out the purposes of the Vacation Ownership Plan and to expand or enhance the Vacation Ownership Plan. Any amendments to these Articles that may be unilaterally made by Trust Developer shall become effective on filing with the Secretary of State of the State of Florida of an instrument executed solely by Trust Developer, setting forth the text of such amendment in full.

13.2 No amendment shall be made that is in conflict with Section 689.071, Florida Statutes, Chapter 721, Florida Statutes, or the Trust Agreement. No amendment which affects the rights and privileges provided to the Trust Developer in the Vacation Ownership Documents, as determined by the Trust Developer in its discretion, shall be effective without the written consent of the Trust Developer.

ARTICLE 14. ADDITIONAL PROVISIONS

14.1 The Trust Association shall not be operated for profit. No dividend or other distribution shall be paid, and no part of the income of the Trust Association shall be distributed to its Owners, members of the Trust Board or officers. The Trust Association may pay compensation in a reasonable amount to its Owners, members of the Trust Board or officers for services rendered, and may confer benefits upon its Owners as permitted by law. No such payment, benefit, or distribution (including distributions of insurance proceeds or condemnation awards), as set forth in the Bylaws, shall be deemed to be a dividend or distribution of income.

14.2 Any assessments or fees, including the Assessments (as defined in the Bylaws), collected by the Trust Association, or by any management company acting on behalf of the Trust Association, are held for the benefit of the Owners and shall not be considered income of the Trust Association.

14.3 When interpreting these Articles, unless the context indicates otherwise, a word in the singular form shall include the plural. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., including but not limited to and for example), when used as part of a phrase including one or more specific items, are not words of limitation and are not to be construed as being limited to only the listed items. These Articles shall be construed without regard to any presumption or other rule requiring construction against Trust Developer as a result of Trust Developer causing these Articles to be drafted. Whenever the consent or approval of Trust Developer is referred to in these Articles or the taking of any action under these Articles is subject to the consent or approval of Trust Developer, it shall mean Trust Developer's prior written approval to be given or withheld in its discretion. Any reserved right in favor of Trust Developer may be implemented, taken, or withheld in the discretion of Trust Developer. Further, any references to the use, exercise or grant of the right of Trust Developer's discretion as set forth in these Articles shall mean Trust Developer's sole, absolute, and unfettered discretion to the exclusion of any other person or entity unless specifically provided otherwise. The use of headings, captions, and numbers in these Articles is solely for the convenience of identifying and indexing the various provisions of these Articles and shall in no event be considered otherwise in construing or interpreting any provision of these Articles.

14.4 Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts of these Articles or the application of such provisions to different circumstances.

14.5 To the extent permitted by applicable law, the Trust Association shall indemnify every member of the Trust Board and every officer of the Trust Association, together with his/her heirs, executors and administrators, against all claims, demands, liabilities, obligations, loss, cost, and expense, including attorneys' fees, reasonably

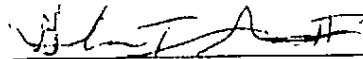
incurred by or imposed upon him/her in connection with any action, suit or proceeding to which he/she may be made a party or in which he/she may become involved by reason of his/her being or having been a member of the Trust Board or officer of the Trust Association, except as to matters wherein the member of the Trust Board or officer shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct in the performance of his/her duties; provided, that in the event of a settlement this indemnification shall apply only when the Trust Board has approved such settlement and reimbursement as being in the best interests of the Trust Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such member of the Trust Board or officer may be entitled.

ARTICLE 15. REGISTERED AGENT

The Trust Association hereby appoints CT Corporation System, as its registered agent to accept service of process within this state. The name and physical address of the initial registered agent for the service of process upon the Trust Association is:

CT Corporation System
1200 S. Pine Road
Plantation, FL 33324

IN WITNESS WHEREOF the foregoing Amended and Restated Articles of Incorporation of the Trust Association was unanimously adopted by the board of directors on the 13th day of September 2024.



Printed Name: Glenn T. Stockton

Title: Director and President

ACCEPTANCE OF REGISTERED AGENT

Having been designated as registered agent to accept service of process for Yes& Vacations Trust Members Association, Inc. within the State of Florida, I accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

CT Corporation System

By: John Flynn
Printed Name: John Flynn
As its: Assistant Secretary

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