

# N 44113

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01 NOV -8 PM 4: 31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

### ATTORNEYS' TITLE

Requestor's Name

660 E. Jefferson St.  
Address

Tallahassee, FL 32301      850-222-2785  
City/St/Zip      Phone #

### CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1- QUAIL WEST FOUNDATION, INC.
- 2- \_\_\_\_\_
- 3- \_\_\_\_\_
- 4- \_\_\_\_\_

Walk-in     
  Pick-up time ASAP     
  Certified Copy *2 copies*  
 Mail-out     
  Will wait     
  Photocopy     
  Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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DIVISION OF CORPORATION

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Examiner's Initials DR

1109/01

**ARTICLES OF AMENDMENT  
TO  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
QUAIL WEST FOUNDATION, INC.**

**FILED**  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006 of the Florida Statutes, the undersigned nonprofit corporation adopts the following articles of amendment to its Amended and Restated Articles of Incorporation:

1. The following amendment was adopted by the board of directors of the corporation.
2. Article V is hereby amended to read as follows:

**“ARTICLE V  
VOTING RIGHTS”**

5.1 The FOUNDATION shall have six (6) classes of voting Membership which are Class A, Class B, Class C, Class D, Class E and Founders Members, and two (2) classes of non-voting Membership which are Interim and Honorary Members. The DECLARANT reserves the right to amend the Founding Documents to create and define such additional classes of Membership as the DECLARANT, in its sole discretion, should so elect.

(a) **CLASS A MEMBERSHIP.** The Class A Member shall be an OWNER who concurrently owns both a Plot and a Golf Membership, with the exception of the DECLARANT for so long as DECLARANT is a Class B Member. No Class A Member shall have a vote in FOUNDATION affairs for so long as the DECLARANT is the sole voting Member as a result of its Class B Membership. After the DECLARANT is no longer the sole voting Member of the FOUNDATION, each Class A Member shall be entitled to ONE (1) VOTE for each Plot owned by it as defined in the DECLARATION. When more than one (1) Person or entity holds an interest in any Plot, said Persons or entities shall decide among themselves and advise the FOUNDATION, in writing, which shall be the sole Member, and only such Person shall qualify for Membership or continuation of Membership. In no event shall more than ONE (1) VOTE be cast with respect to any one Plot owned by a Class A Member. A Class A Member is required to pay the initial Golf Membership fee and shall be required to pay annual dues and special Assessments in the amount and manner as established by the Board for the Class A Members.

In the event a Class A Member should surrender its Membership rights in and to the Country Club Facility in accordance with the terms and provisions of the Founding Documents, but continues to be the OWNER of a Plot within QUAIL WEST, upon such surrender such Class A Member shall become a Class D Member of the FOUNDATION. In the event a Class A Member should sell or transfer its ownership of a Plot in QUAIL WEST in accordance with the terms and

provisions of the Founding Documents may dispose of its Class A Golf Membership as follows: (1) with approval of the FOUNDATION and upon payment of a transfer fee, the membership may be sold to the purchaser of the Member's Plot at the current price established by the Board of Directors for a Class A Membership; or (2) place the membership in escrow in accordance with the terms and conditions of the Founding Documents; or (3) purchase a Class C Golf Membership, if available for sale by DECLARANT, by paying the difference between the price initially paid by said Member for its Class A Golf Membership and the current price as established by the Board of Directors for a Class C Golf Membership. Upon payment of the additional Membership fee as stated herein, the Class A Member shall become a Class C Member.

(d) **CLASS D MEMBERSHIP.** The Class D Member shall be the OWNER of a Plot who is not concurrently the OWNER of a Golf Membership. If a Class D Member subsequently desires to purchase a Golf Membership at Quail West, such Member shall be eligible to purchase a Class A Golf Membership, if available and will become a Class A Member of the FOUNDATION for so long as a Plat and a Golf Membership are owned concurrently. If no Class A Golf Membership is available for sale, the Class D Member will have a priority for the purchase of a Golf Membership when and if a Class A Golf Membership is offered for sale by the FOUNDATION. No Class D Member shall have a vote in FOUNDATION affairs for so long as the DECLARANT is the sole voting Member as a result of its Class B Membership. After the DECLARANT is no longer its sole voting Member, each Class D Member shall be entitled to ONE (1) VOTE for each Plot owned by it as defined in this DECLARATION; however, a Class D member shall have a voting right only on issues not relating to the Country Club Facility. When more than one (1) person or entity holds an interest in any Plot, said owning Persons or entities shall decide among themselves and advise the FOUNDATION, in writing, who shall be the sole Member, and only such Person shall qualify for Membership or continuation of Membership. In no event shall more than ONE (1) VOTE be cast with respect to any one Plot owned by a Class D Member. A Class D Member shall be required to pay annual dues and special Assessments in the same amount and manner as established for the class A Members, but such annual dues and special Assessments shall not include any costs pertaining to the Country Club Facility.

Class D Members shall have the option of purchasing a non-equity social membership at Quail West Golf and Country Club (hereinafter referred to as "Class N" memberships). A Class N Member shall have full use of the Country Club facilities, with the exception that no Class N Member or his guest shall have access to the golf course facilities. This membership is available only to Class D Members. Class N Members shall have no voting rights in matters related to the Country Club Facility. As a Class D Member, Class N Members do have certain voting rights as set forth in the Founding Documents for Quail West. A Class N Member is required to pay an initial non-equity club membership fee which shall be non-refundable, but may be applied towards acquisitions of a Class A membership (if available). Class N members shall also be responsible for paying an annual membership fee. The initial sales of Class N memberships shall be controlled by the

- DECLARANT and all revenues from the initial sale of Class N memberships shall belong to the DECLARANT. The DECLARANT shall have the sole right to determine the price of Class N memberships so long as Declarant is a Class B Member. Thereafter, the prices of a Class N membership will be determined by the Board of Directors.

(e) **CLASS E MEMBERSHIP.** The Class E Member shall be any OWNER of a Golf Membership who does not own a Plot at Quail West and has an option for the repurchase of the Membership from the DECLARANT as set forth in the Membership Agreement. No Class E Member shall have a vote in FOUNDATION affairs for so long as the DECLARANT is the sole voting Member as a result of its Class B Membership. After the DECLARANT is no longer its sole voting Member, each Class E Member shall be entitled to ONE (1) VOTE for its Golf Membership; however, a Class E Member shall have a voting right ONLY on issues relating directly to the Country Club Facility. A Class E Member is required to pay the initial Golf Membership fee for the Class E Membership, and shall be required to pay annual dues and special Assessments for the Country Club Facility in the same amount and manner as established by the Board for the Class C Members.

Notwithstanding the above, in the event that a Class E Member desires to continue to retain its Membership rights in and to the Country Club Facility after termination of the option as stated in the Membership Agreement, such Class E Member must pay to the DECLARANT the difference between the price initially paid by said Member for its Class E Golf Membership and the current price as established by the Board of Directors for a Class C Golf Membership, provided a Class C Membership is available for sale. Upon payment of the additional Membership fee as outlined herein, the Class E Member shall become a Class C Member."

- Article VI is hereby amended to read as follows:

**"ARTICLE VI  
MEMBERSHIP**

**6.2 TRANSFER OF OWNERSHIP**

No OWNER, or any other Person or entity who acquires an interest in and to any Plot in QUAIL WEST, excluding the DECLARANT, shall dispose of or lease his Plot without approval of the FOUNDATION. The approval of the FOUNDATION that is required for the transfer of ownership or leasing of a Plot shall be obtained in the following manner:

(a) **Notice to Foundation.** A Member intending to transfer title or to lease its Plot shall give to the Board notice of such intention together with a fully completed and signed Application for Membership in the FOUNDATION. The

- FOUNDATION may charge a reasonable fee for processing said application as determined by the Board of Directors."

4. The amendment was adopted by the unanimous vote of all the voting members and directors of the Corporation, and thus sufficient for approval, on October 30, 1998.


IN WITNESS WHEREOF, the undersigned, has caused this Articles of Amendment to be executed this 5<sup>th</sup> day of NOVEMBER, 2001.

**QUAIL WEST FOUNDATION, INC.**, a Florida not-for-profit corporation

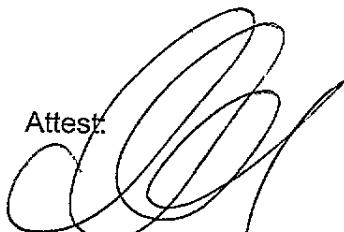
By: QUAIL WEST, LTD., a Florida limited partnership, as Class B Member of the Foundation

By: 75 NORTH JOINT VENTURE, a Florida general partnership, as its authorized agent/attorney-in-fact

By: SLH, L.L.C., a Florida limited liability company, as its general partner

By:   
SANDRA L. HESSE, its Managing Member

Attest:



Leo J. Salvatori, as Assistant Secretary