

N94000004738

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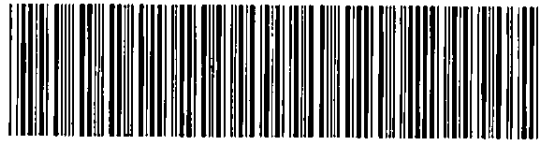
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 2, 2023

CT CORP

TALLAHASSEE, FL 32312

SUBJECT: MEDALIST CLUB ROAD ASSOCIATION, INC.
Ref. Number: N94000004738

CORRECTED
Please Allow For
Same File Date

We have received your document for MEDALIST CLUB ROAD ASSOCIATION, INC. and the authorization to debit your account in the amount of \$43.75. However, the document has not been filed and is being returned for the following:

Please file the document as either Articles of Amendment or Amended and Restated Articles and remove the reference to the by-laws on page 1 of the attachment since the Dept of State does not file by-laws.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
OPS

Letter Number: 423A00022658

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

CT CORP
(850)656-4724
3458 Lakeshore Drive,
Tallahassee, FL 32312

Date: 09/29/2023
Acc#I20160000072

en: c DW

Name:	Medalist Club Road Association, Inc.
Document #:	
Order #:	15146631

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Email Address for Annual Report Notifications:

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Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
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Ref# _____

Amount: \$ **43.75**

Thank you!

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TALLAHASSEE, FL

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
MEDALIST CLUB ROAD ASSOCIATION, INC.**

THESE ARTICLES OF AMENDMENT are adopted by Medalist Club Road Association, Inc., a Florida not for profit corporation, which states:

1. **Name:** The name of the corporation is Medalist Club Road Association, Inc. (the "Corporation")

2. **Amendment Text:** Articles of Amendments to the Articles of Incorporation of the Corporation as attached hereto as Exhibit "A".

3. **Votes for Approval:** Pursuant to Sections 617.1002, 617.1006 and 617.1007 of the Florida not-for-profit Corporation Act, and Article X of the Amended and Restated Articles of Incorporation of the Corporation originally filed with the Secretary of the State of Florida on November 7, 1995, the Articles of Amendment of the Corporation, attached hereto as Exhibit "A", have been duly authorized and approved by the Board of Directors of the Corporation on September 8, 2023 and by the members entitled to vote on the amendments set forth herein on September 8, 2023.

4. **Sufficiency of Vote:** Accordingly, the votes cast were sufficient to adopt the Articles of Amendment to the Articles of Incorporation.

IN WITNESS WHEREOF, this Articles of Amendment to the Articles of Incorporation of Medalist Homeowners Association, Inc., has been duly executed as follows:

**MEDALIST CLUB ROAD ASSOCIATION,
INC.,** a Florida not-for-profit corporation

By: /s/ Jeanne O'Neil
Jeanne O'Neil, President

Date: September 14, 2023

[CORPORATE SEAL]

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J. S. GRIFFIN

EXHIBIT "A"

MEDALIST CLUB ROAD ASSOCIATION, INC. ARTICLES OF AMENDMENT

It is proposed that the Articles of Amendment of Medalist Club Road Association, Inc., be amended as follows (the language added is bold underlined; the language deleted is bold ~~struck-out~~):

These Articles of Amendment adopted in 2023 shall survive notwithstanding any amendment, restatement or merger or consolidation of Medalist Club Road Association, Inc. with other non-profit organizations organized for similar purpose, except, as provided in a writing signed by the Golf Club with the formalities of a deed.

ARTICLE IV Medalist Road Association, Inc.

* * *

For the purpose of enforcing this Declaration, fulfilling all obligations, and enabling the property owners within Medalist Club to have a fair and equitable manner of governing the use and maintenance of the Association Property, the Declarant has caused to be established the Association.

B. Membership; Parties Bound. The members of the Association are Medalist Homeowners Association, Inc. and Medalist Club-Cottages Owners Association, Inc. ~~The Golf Club and e~~Each Lot Owner, other than and not the Golf Club. by virtue of ownership of their respective portions of the Property shall be bound to all the terms, conditions and provisions herein.

ARTICLE V

Assessments and Maintenance of Community Interests.

In order to exercise the rights, privileges, powers and duties granted specifically to the Association in the Articles of Incorporation and By-Laws, and in this Declaration of Covenants and Restrictions, the Association shall have the following power to make assessments for the maintenance of community interests:

A. Assessments: The Association, through its Board of Directors, has the power and authority to make and collect those assessments as set forth in the Articles of Incorporation and By- Laws and as hereinafter set forth.

1. General Assessments: a. General assessments shall be made annually for the purpose of maintenance and management of the Association and the maintenance and management of the Association Property. Maintenance and management expenses may include, but need not be limited to, the cost and expense of operation, maintenance and management of the Association and the Association

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Property; property taxes and assessments against the Association Property; insurance premiums for fire, windstorm and extended coverage; insurance on the Association's real property and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Association Property and the services provided by the Association for its members and the Association; maintenance, repairs and replacements of Association Property including replacement of landscape and plant materials; charges for utilities and water used upon the Association Property; cleaning services; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against Members or others; road maintenance and paving, security, including personnel; and the creation of reasonable reserve requirements for contingencies for the protection of the Members, Lot Owners, other than and not the Golf Club and Association Property, and, all other expenses deemed by the Board of Directors to be necessary and proper for the management, maintenance and repair of the Association property.

b. The Association shall annually estimate the amount of expenses it expects to incur and the period of time involved therein and may assess the Members sufficient monies to meet this estimate, in the manner provided in this Article. Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the expenses or in the event of emergency, the Board of Directors shall have authority to levy and collect additional general assessments to meet such needs of the Association.

c. All general assessments shall be at a rate as set forth in subsection 3 below.

2. Special Assessments:

a. The Board of Directors may levy a special assessment for any of the following purposes: the acquisition of property; defraying the cost of construction of capital improvements to Association Property; and the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto.

b. All special assessments shall be at a rate as set forth in subsection 3 below.

3. Rate of Assessment:

a. Medalist Homeowners Association, Inc. The rate of general and special assessments for Medalist Homeowners Association, Inc. shall be as follows:

Let A = Medalist Homeowners Association, Inc.'s assessment.

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Let B = Total Association Assessment for all Members.

Let C = Total Number of Lots subject to the Declaration of Covenants, Easements and Restrictions for Medalist Village, as amended from time to time, less Lots owned by the Golf Club.

Let D = Total Number of Lots located within Medalist Club, less Lots owned by the Golf Club.

~~Let E = One Hundred Twenty-Five (125) which is the rate applicable to the Golf Club expressed in Lot equivalents.~~

$$\text{Then } A = \frac{B \times C}{D + E}$$

b. Medalist Club-Cottages Owners Association, Inc.

Let A = Medalist Club-Cottages Owners Association, Inc.'s assessment.

Let B = Total Association Assessment for all Members.

Let C = Total Number of Lots subject to the Declaration of Covenants and Restrictions for Medalist Club-Cottages, as amended from time to time, less Lots owned by the Golf Club.

Let D = Total Number of Lots located within Medalist Club, less Lots owned by the Golf Club.

~~Let E = One Hundred Twenty-Five (125), which is the rate applicable to the Golf Club expressed in Lot equivalents.~~

$$\text{Then } A = \frac{B \times (C + E)}{D + E}$$

4. Individual Assessments: Pursuant to the Association's power and authority to enforce those covenants, restrictions, regulations, and powers granted pursuant to this Declaration and the Articles of Incorporation and By-Laws, the Board of Directors may separately assess any Lot or, except Lots owned by the Golf Club, for the correction of noncompliance with this Declaration or any rules promulgated hereunder. Individual assessments are collectible in a manner determined by the Board of Directors.

5. Determination of Assessment Base: Assessments shall be adjusted to the number of Lots, but shall not include Lots owned or acquired by the Golf Club or Lot equivalents, specified in this Declaration as being subject to assessments, which assessment base may change from time to time, consistent with the provisions of this Declaration.

6. Date of Assessment: The Board of Directors shall have the power to bill and collect assessments in monthly, quarterly, semi-annual, annual or such other installments as the Board of Directors deems appropriate. All notices of

assessments from the Association to the Members shall designate when they are due and payable. Special assessments shall be collectible in such manner as the Board of Directors shall determine.

7. Commencement of Assessments. The annual assessments provided for herein shall commence on such date as the Declarant may determine. Upon the conveyance of a Lot, Parcel or the Golf Club Property by Declarant, annual assessments and any outstanding special assessments shall be adjusted for such Lot, Parcel or the Golf Club Property according to the number of days then remaining in the then billing and/or fiscal year of the Association. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special assessments on Lots, Parcels or the Golf Club Property which it or its affiliates own, provided that Declarant covenants and agrees to pay annual and special assessments for each Lot, and Parcel owned by Declarant or an affiliate which contains an occupied Unit, other than Lots, and Parcels used for sales purposes. Furthermore, until such time as all of the Lots, Parcels and the Golf Club Property have been conveyed by Declarant or when all of the Declarant's rights and obligations have been transferred to the Association whichever is earlier, Declarant shall advance such amounts which may be necessary to pay actual expenses of the Association in excess of assessments (including working capital assessments) collected from non-delinquent owners of property in Medalist Club other than Declarant; provided, however, that the budget, assessments and deficit, if any, shall be annually reviewed by Declarant and the Board of Directors, and during such period Declarant's obligation for funding deficits shall only be up to the amount of the expenses approved by Declarant. Notwithstanding anything to the contrary herein, no portion of this subparagraph may be amended without the written consent of the Declarant.

ARTICLE VII Compliance and Default

A. Violations. In the event of a violation of any of the provisions of this Declaration, the By-Laws, or the Articles of Incorporation, by a Member, or any Lot Owner ~~or other than and not~~ the Golf Club or any family, guest, employee, invitee or tenant of either of the foregoing, except the Golf Club, the Association, by direction of its Board of Directors, may notify such person or entity by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, at its option, may have the following elections:

1. Damages. An action at law to recover damages on behalf of the Association or on behalf of the Members; or

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2. Equitable Relief. An action in equity to enforce performance on the part of the violating person or entity or as may be necessary under the circumstances, including injunctive relief.

3. Emergency Action. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the violating person or entity as an individual assessment.

4. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may only be imposed upon ~~the Golf Club or~~ a Lot Owner other than and not the Golf Club, for failure of said owner, his said owner's family, guests, invitees, tenants, members or employees to comply with any covenant, restriction, rule, or regulation, contained herein or promulgated pursuant to this Declaration provided the following procedures are adhered to:

a. Notice. The Association shall notify the violating person or entity of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting no earlier than twenty (20) days from the notice, at which time said violating person or entity shall present reasons why fine(s) should not be imposed.

b. Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the violating person or entity by not later than twenty-one (21) days after the Board of Director's meeting.

c. Appeal. Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested owners of property within Medalist Club. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Board may elect to review its decision in light of the findings of the appeals committee.

d. Amount of Fines. The Board of Directors may impose individual assessments against the property owned by the violator as follows:

(1) First noncompliance or violation: a fine not in excess of Fifty Dollars (\$50.00).

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(2) Second noncompliance or violation: a fine not lower than Fifty Dollars (\$50.00) nor in excess of One Hundred Dollars (\$100.00).

(3) Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not lower than One Hundred Dollars (\$100.00) nor in excess of Two Hundred Fifty Dollars (\$250.00).

c. Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.

f. Collection of Fines. Fines shall be treated as an individual assessment otherwise due to the Association.

g. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

h. Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending party shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such party.

B. Costs and Attorneys' Fees. In any proceedings arising because of an alleged violation by a Member, or Lot Owner other than and not the Golf Club, or the Golf Club, the Association, if prevailing, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court, including the cost of appeal.

ARTICLE VIII Amendment

A. In addition to any other right of amendment or modification provided for in this Declaration, Declarant, in its sole discretion, may by an instrument filed of record, modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of this Declaration.

B. Except as set forth in Paragraph A of this Article VIII, and as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows: (i) until the Turnover Date, all amendments or modifications shall be made by Declarant without the requirement of the Association's consent or the consent of any of the Members or any holders of mortgages on all or any portion of the Property; (ii) after the Turnover Date, this Declaration may be amended by the consent of Voting Members holding not less than a majority of the voting interests of the Voting Members, together with the approval or ratification of a majority of the Board of Directors; (iii)

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notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, ~~or Developer, or the Golf Club Property~~ under this Declaration without specific written approval of such affected party; (iv) for a period of three (3) years after the Turnover Date, true copies of any amendment to this Declaration shall be sent certified mail by the Association to Declarant within five days of its adoption, which amendment may then be subject to Declarant's right of disapproval as set forth in clause B.(iii) above.

C. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

D. Notwithstanding any other provision of this Article and the Declaration, no amendment may be proposed or adopted to this Declaration, including, but not limited to this provision, that prejudices or adversely impacts the Golf Club without the Association, or its successor or assign obtaining the Golf Club's prior written consent and the joinder of the Golf Club in the amendment.

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