

N95000005284

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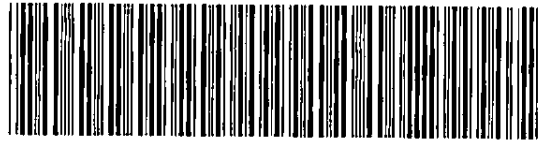
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*02250, 00524, 00071



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 2, 2023

CT CORP

TALLAHASSEE, FL 32312

SUBJECT: MEDALIST CLUB-COTTAGES OWNERS ASSOCIATION, INC.
Ref. Number: N95000005284

CORRECTED
Please Allow For
Same File Data

We have received your document for MEDALIST CLUB-COTTAGES OWNERS 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 remove the words "Amended and Restated Articles from paragraph page 1 and substitute the words "Amended Articles".

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: 223A00022660

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SECRETARY OF STATE
TALLAHASSEE, FL 32312

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

Date: 09/29/2023
Acc#I20160000072

en: c SW

Name:	MEDALIST CLUB-COTTAGES OWNERS 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"/>	Email Address for Annual Report Notifications: <div></div>
	Plain: <input type="checkbox"/>	
	COGS: <input type="checkbox"/>	

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **43.75**

Thank you!

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**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
MEDALIST CLUB-COTTAGES OWNERS ASSOCIATION, INC.**

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

1. **Name:** The name of the corporation is Medalist Club-Cottages Owners Association, Inc. (the "**Corporation**")
2. **Amendment Text:** Articles of Amendment of 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 XI of the Articles of Incorporation of the Corporation originally filed with the Secretary of the State of Florida on September 26, 1994, 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 June 25, 2023 and by the members entitled to vote on the amendments set forth herein on August 17, 2023.
4. **Sufficiency of Vote:** Accordingly, the votes cast were sufficient to adopt the Articles of Amendment of 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-COTTAGES OWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: /s/ Richard Marshall
Richard Marshall, President

Date: September 26, 2023

[CORPORATE SEAL]

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EXHIBIT "A"

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

ARTICLE I Definitions

For the purposes of this Declaration of Covenants and Restrictions, the following terms shall have the following definitions:

* * *

C. "Common Properties" or "Common Areas" shall mean those tracts or parcels of real property or easements dedicated (exclusively or non-exclusively) to the Corporation as set forth in this Declaration of Covenants and Restrictions or on the Plat, or in any replat of a portion of the Plat, except the Access & Parking Tract "A" as shown on the Plat of Medalist Club-Cottages Plat No. 2, recorded in Plat Book 14 at Page 75, and the Common Area as shown on the Plat of Medalist Club-Cottages recorded in Plat Book 14 at Page 1, each recorded in the Public Records of Martin County, Florida, the title to which has been acquired by the Golf Club Owner, is not Common Properties or Common Areas and is hereby removed from the operation and effect of this Declaration. These may consist of recreation areas and facilities, buildings, improvements, utility and drainage easements, unimproved or improved real property, lakes, waterways, canals, parks, roads, swales, bridges, buffer easements, grass or landscaped areas and such other properties which may be designated as common properties by Declarant.

* * *

K. "Lot" shall mean a numbered parcel as shown on and included within the Plat and shall include, where applicable, the Residential Dwelling Unit located thereon, but shall not include a Lot owned by the Golf Club Owner.

L. "Lot Owner" or "owner" shall mean the holder or holders of the fee simple title to a Lot, but shall not include the Golf Club Owner.

"BB" "Easement and Cost Sharing Agreement" shall mean the agreement among the Association and the Golf Club Owner, and others, recorded August 2023, in Official Records Book _____, at Page _____, of the Public Records of Martin County, Florida.

* * *

ARTICLE II Property Subject to Declaration

The property subject to this Declaration of Covenants and Restrictions shall be the Golf Course

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Parcel and MEDALIST CLUB-COTTAGES, but shall not include any Lot now or hereafter owned by the Golf Club Owner and any other property owned by the Golf Club Owner. In the case of any Lot, the title to which has been or is hereafter acquired by the Golf Club Owner, such Lot shall be deemed to be automatically removed from the operation and effect of this Declaration in all respects.

* * *

ARTICLE VII
Property Owners Association, Inc.

* * *

~~C. The Golf Club and, u~~ Upon conveyance in fee title of any lot within MEDALIST CLUB-COTTAGES, and the recordation of the instrument of conveyance of the same in the Public Records of Martin County, Florida, any person or corporation obtaining such interest shall automatically become a Member of the Corporation and shall be entitled to all incidents of membership and shall be burdened by all obligation and responsibilities of membership in the Corporation, as provided in the Articles of Incorporation and By-Laws of the Corporation.

* * *

F. Levying of Assessments.

(1) Lot Owners. The rate of general and special assessments shall be uniform for each Lot and Lot owner within MEDALIST CLUB-COTTAGES, each such Lot to be allocated an equal amount.

(2) Golf Club Owner. Notwithstanding any other provision of this Declaration, the Articles of Incorporation or the By-Laws of the Corporation to the contrary, and as amended from time to time, the Golf Club Owner shall only be liable for the expenses specifically set forth in the Easement and Cost Sharing Agreement, as amended from time to time, and shall not be liable for any other cost or expense of the Corporation or a successor and assign, including, but not limited to, any contribution, assessment, dues, or fee related to, concerning, or arising from the purchase or transfer of title of Lot 1 and Lot 2 to the Golf Club Owner.

~~(1) The Golf Club. The Golf Club shall pay the following expenses of the Corporation:~~

~~(i) Road Costs. One Hundred Percent (100%) of the cost of maintaining, repairing and replacing the roadway identified as "S.E. Cottage Lane" or "Tract A" as shown on the Plat (the "Road Costs"), including, but not limited to, the following:~~

~~(a) The cost of repaving and restriping the roadway;~~

~~(b) The cost of maintaining any landscaped areas located within Tract A;~~

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~~(c) The cost of operating, maintaining and replacing any street lighting located within Tract A; and~~

~~(d) The cost of maintaining and replacing traffic control signage.~~

~~(ii) Pro rata Share of Road Association Assessment: A pro rata share of Medalist Club Road Association general and special assessments levied against the Corporation, which shall be calculated as follows:~~

~~Let A = The Golf Club's share of the Medalist Club Road Association assessments levied against the Corporation.~~

~~Let B = The total amount of the Road Association assessments levied against the Corporation (the "Club Road Assessment")~~

$$\text{Then, } A = B \times \frac{125}{133}$$

~~Notwithstanding any other provisions of this Declaration, the Articles of Incorporation or the By Laws of the Corporation to the contrary, Golf Club shall only be liable for the expenses specifically set forth in this Article VII, Section F, and shall not be liable for any other cost or expense of the Corporation, unless otherwise approved by the Golf Club in writing.~~

~~(2) Lot Owners. The rate of general and special assessments shall be uniform for each Lot or Lot Owner within MEDALIST CLUB COTTAGES as follows:~~

~~Let A = One Lot Owner's assessment~~

~~Let B = Total budgeted expenses for the Corporation less the Road Costs and less the Golf Club's share of the Club Road Assessment~~

$$\text{Then, } A = \frac{B}{8}$$

~~(3) The annual assessments provided herein shall commence as to the Golf Course Parcel on the date hereof. The annual assessments provided for herein shall commence as to each Lot on the day on which such Lot is conveyed by Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide, except for the Golf Club Owner and property owned or acquired by the Golf Club Owner. Upon the conveyance of a Lot by Declarant, annual assessments and any outstanding special assessments shall be adjusted for such Lot according to the number of days then remaining in the then billing and/or fiscal year of the Corporation, except for conveyance of a Lot to the Golf Club Owner. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special assessments on Lots which it or its affiliate own and which do not contain occupied units, provided that Declarant covenants and agrees to pay annual and special assessments for each lot owned by Declarant or an affiliate which contains an occupied Unit, other than Lots use for sales purposes. Furthermore, until such time as ninety percent (90%) of the Lots have been conveyed by Declarant or when all of the Declarant's rights and obligations have been~~

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transferred to the Corporation as provided in paragraph D of this Article VII, 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: Members 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.

G. The purposes and basis of the aforementioned assessments are as follows:

(1) General Assessments:

(a) General assessments shall be made annually, and collected in such installments as the Board of Directors shall determine, for the purpose of maintenance and management of the Corporation and the maintenance and management of property acquired by the Corporation and privately owned property, the maintenance of which is the obligation of the Corporation.

(b) Maintenance and management expenses shall include, but need not be limited to, the cost and expense of operation, maintenance and management of the Corporation, its property, and privately owned property, the maintenance of which is the obligation of the Corporation; property taxes and assessments against the Corporation's property; insurance premiums for fire, windstorm, and extended coverage insurance on the Corporation's real and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Corporation's property and the Corporation; maintenance, repairs and replacement of the Corporation's property; charges for utilities and water used by the Corporation; cleaning services; expenses and liabilities incurred by the Corporation in and about the enforcement of its rights and duties against members or others; expenses for the operation, maintenance, repair and replacement of the common irrigation system serving the Corporation's property; the creation of reasonable cash reserves for contingencies to protect the members, operation of surface water management system, all amounts due from the Corporation to ROAD ASSOCIATION (as hereinafter defined) and all other expenses deemed by the Board of Directors of the Corporation to be necessary and proper for the management, maintenance and repair of said property.

(c) The Corporation shall annually estimate the amount of expenses it expects to incur and the period of time involved therein and may assess its members sufficient monies to meet this estimate. Should the Corporation, through its 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 Corporation. except no assessment shall be levied upon or collected from the Golf Club Owner or any Lot owned or acquired by the Golf Club Owner; provided however, the Corporation may only assess the Golf Club for those expenses identified in Article VII.(F), above, unless otherwise approved by the Golf Club in writing.

* * *

(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 Corporation 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; ~~provided, however, the Corporation may only assess the Golf Club for those expenses identified in Article VII.(F), above, unless otherwise approved by the Golf Club in writing.~~ except no special assessment shall be levied upon or collected from the Golf Club Owner, or any Lot owned or acquired by the Golf Club Owner.

(b) All special assessments shall be at a uniform rate as set forth in Article VII.(F).

* * *

J. ~~The Golf Club Parcel, and e~~Each of the Lots and the respective Units constructed thereon within MEDALIST CLUB-COTTAGES, are automatically subject to a lien and a permanent charge in favor of the Corporation for general assessments, special assessments, and individual assessments. Any and all of the assessments, together with interest thereon from the date such assessment is due until paid at the rate of eighteen percent (18%) per annum and costs of collection thereof, including but not limited to, reasonable attorneys' fees and costs, whether suit be brought or not, constitute a permanent charge upon and a continuing lien on the ~~Golf Course Parcel or~~ Lot to which the assessment relates and such permanent charge and lien shall bind such Lot ~~or Golf Course Parcel~~ in the hands of any and all persons except for the Golf Club Owner. Each such assessment, together with interest thereon and costs of collection thereof, including, but not limited to, reasonable attorneys' fees and costs, shall also be the personal obligation of the person or entity who was the Owner of the Lot ~~or Golf Course Parcel~~ at the time the assessment came due. No sale or transfer of a Lot ~~or Golf Course Parcel~~ shall relieve such Lot ~~or Golf Course Parcel~~, or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof, except for the Golf Club Owner or a Lot owned or

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acquired by the Golf Club Owner. In the event any assessment shall not have been paid within thirty (30) days of the due date, the Corporation shall send a delinquency notice by certified mail to the delinquent party. In the event that any assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, then the Board of Directors shall then cause to be prepared and recorded in the public records of Martin County, Florida a claim of lien. Upon recording, the claim of lien shall secure the Corporation for all assessments as stated in the claim of lien and any subsequently accruing assessments, fees and charges until the claim of lien is satisfied. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed and recorded. Claims of lien and satisfactions thereof may be executed by any officer or authorized agent of the Corporation. In the event that any assessment continues to remain in default, the Corporation may pursue its remedy at law or in equity. All liens created under this Declaration of Covenants and Restrictions may be foreclosed in the same manner as is provided for the foreclosure of mortgages upon real property, and all costs of such foreclosure, including, but not limited to, reasonable attorneys' fees and costs, at all levels of the proceedings of the Corporation, shall be secured by said lien.

* * *

L. The lien of any assessment provided for herein shall be subordinate to the lien of any Institutional Mortgage now or hereafter placed upon the properties subject to the assessment unless such assessment is secured by a claim of lien for assessments which is recorded prior to the recording of such Institutional Mortgage. In the event of foreclosure of said Institutional Mortgage or the execution, delivery and recording of a deed in lieu of foreclosure of such Institutional Mortgage, such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to the foreclosure of the Institutional Mortgage, including any deed given in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due or from the lien of any subsequent assessment, except for a Lot owned or acquired by the Golf Club Owner which shall be released. Such subordinated assessments which are extinguished as provided above shall be deemed to be a Corporation expense and shall be assessed against all the Members, including the acquirer of title at such sale or transfer; provided, however, the prior owner of the property shall continue to be personally obligated to the Corporation to pay all assessments levied against his property prior to the sale or transfer. The holder of an Institutional Mortgage on a Lot ~~or the Golf Course Parcel~~ acquiring title to a Lot ~~or the Golf Course Parcel~~ as a result of foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot ~~or the Golf Course Parcel~~ be excused from the payment of the assessments coming due during the period of such ownership. The written statement of the Corporation that any assessment lien is subordinate to any mortgage lien shall be conclusive evidence of subordination.

ARTICLE VIII Special Protective Restrictions

A. Common Properties and Facilities.

(1) It is the intent of the Declarant to construct certain Common Properties in conjunction with the development of MEDALIST CLUB - COTTAGES for the benefit of

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residents therein and the Golf Course Parcel, as follows:

(a) Road running through MEDALIST CLUB - COTTAGES, which is designated on the Plat as Tract A, also known as "S.E. Cottage Lane."

(b) Tracts for utility, drainage, landscape and signage purposes designated on the Plat as "Common Areas".

(c) All easements dedicated to the Corporation on the Plat for the purposes set forth on the Plat.

(2) The aforementioned Common Properties are dedicated to and shall be conveyed to the Corporation, its assignees or delegates, for the use, enjoyment and benefit of the Members thereof and the maintenance thereof is the perpetual obligation of the Corporation, and its successors and assigns, without recourse to Martin County, Florida. Said transfers or conveyances must be made at or before the time when all rights, privileges, powers, duties, obligations and liabilities currently vested in the Declarant pursuant to this Declaration of Covenants and Restrictions are automatically transferred, conveyed, assigned and/or delegated to the Corporation pursuant to this Declaration of Covenants and Restrictions. This, however, does not preclude the Declarant from conveying said improvements and properties to the Corporation before that time. All of said properties and facilities conveyed to the Corporation are deemed Common Properties of the Corporation for the purposes of general assessments, except the Board of Directors may determine that the tracts for access, parking, utility, drainage, landscape and signage purposes designated on the Plat of Medalist Club-Cottages, Plat Book 14 at Page 1 as "Common Area" are not Common Properties and may convey fee title to said Common Area to the Golf Club Owner, including all rights, titles and interests concerning said Common Area as dedicated on the Plat.

(3) Every Lot Owner and the Golf Club Course Owner shall have a non-exclusive right and easement of utility, drainage, access, ingress and egress, use and enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to each Lot and the Golf Course Parcel, subject to the following provisions:

(a) The right of the Corporation to suspend the voting rights of a Member and to suspend the right of a Lot Owner ~~or the Golf Course Owner~~ to use the Common Properties, for any period during which any assessment against the Member's property remains unpaid. The right of the Corporation to suspend the right of a Lot Owner ~~or the Golf Course Owner~~ to use the Common Properties for a reasonable period of time, for an infraction of this Declaration of Covenants and Restrictions, the Articles or By-Laws of the Corporation, or the rules and regulations promulgated by the Corporation from time to time;

(b) The right of the Corporation to dedicate or transfer all or any portion of the Common Properties, as shown on the Plat, to any governmental or quasi-governmental agency, authority, or water management or water control district, subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless transferred to the Golf Club Owner or if by an instrument agreeing to such dedication or

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transfer has been approved by at least a majority of the voting Members and the Golf Club Owner if the Golf Club Owner's claims, interests or rights is, or may be affected;

(c) The rules and regulations governing the use and enjoyment of the Common Properties as promulgated by the Corporation from time to time; and

(d) All of the provisions of this Declaration of Covenants and Restrictions, the Articles and By-Laws of the Corporation and all amendments thereto.

(4) The Corporation has the right to grant permits, licenses, and easements over the Common Properties for: utilities, drainage, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or enjoyment of MEDALIST CLUB-COTTAGES and of the Golf Course Parcel; or and, for such other purposes and may be determined by the Corporation in its sole discretion, without having an adverse impact or prejudicing the Golf Course Parcel and the Golf Club Owner.

(5) Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Properties accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Properties, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Common Properties and (e) design of any portion of the Common Properties. The person also expressly indemnifies and agrees to hold harmless Declarant, the Association, the Club Owner, the Golf Club Owner, the Road Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Properties, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Properties, including without limitation, any pool or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON PROPERTIES MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, FISH, RACOONS, DEER, FOWL, AND FOXES. DECLARANT, THE CLUB, THE GOLF CLUB, THE ROAD ASSOCIATION AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

(6) Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, the Club Owner, the Golf Club Owner, the Road Association and the Association, their officers, partners, agents employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, cost and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of the Common Properties by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits

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attached hereto and/or from any act or omission of Declarant, the Club Owner, the Golf Club Owner, the Road Association or the Association, or of any of the Indemnified Parties. Should any Owner bring suit against Declarant, the Club Owner, the Golf Club Owner, the Road Association, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees a trial and upon appeal.

B. Roads. The road running into and through the interior of MEDALIST CLUB - COTTAGES, as shown on the Plat as Tract A and known as "S.E. Cottage Lane" shall be deemed a Common Property of the Corporation for the purposes of this Declaration of Covenants, Easements and Restrictions for the use, maintenance, and enjoyment of the Members, and the Golf Club Owner as identified in the Easement and Cost Sharing Agreement, as amended from time to time, and shall become the property thereof upon the aforementioned conveyance. Said Tract A shall be for access, ingress, egress, drainage and utility purposes.

The Corporation may install speed bumps, speed humps or similar facilities for the purpose of controlling the speed of vehicles on the Common Properties. Installation of speed bumps, speed humps or similar facilities shall be deemed to not violate any rights of any person in whose favor an easement lies.

C. Landscape & Signage. The areas depicted as Common Area on the Plat shall be ~~deemed Common Properties of the Corporation for the purposes of this Declaration of Covenants and Restrictions for the use, maintenance and enjoyment of the Members conveyed in fee title by deed to the Golf Club Owner including all rights, titles and interests concerning said Common Area as dedicated on the Plat~~, and shall become the property thereof upon the aforementioned conveyance. ~~Said tract shall be maintained for the purposes of utility, drainage, signage and landscape purposes.~~

D. Easements.

(1) Declarant hereby specifically reserves utility and drainage easements as shown on the Plat. The utility easements shall be for the purposes of installation and maintenance of utilities by any utility, including but not limited to electricity, gas, telephone and any similar facility necessary for the service of MEDALIST CLUB -COTTAGES and the Golf Course Parcel. Said easements shall also be for the installation and maintenance of the cable television facilities and any security system. The drainage easements shall be for drainage purposes. The Declarant further reserves the right to assign the use of said easements to any person, firm, corporation or municipality furnishing any of the utilities or facilities mentioned. No structure, planting or other material other than sod, driveways, walkways or mail-boxes, unless installed by the Declarant shall be built, placed or permitted to remain upon the easements thus reserved, and said easement property shall at all times be open to Declarant, its assigns and any public service corporation which may require the use of said easements. In addition, the utility easements may be utilized for drainage purposes and for the installation and maintenance of street lighting. Mailboxes shall also be placed within these easements.

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(2) The Declarant hereby specifically reserves any and all other easements dedicated on the Plat for the purposes set forth on the Plat.

(3) "Club and Golf Club Easement." An easement is hereby granted to Club Members, the Golf Club Members and their guests and invitees, and to the Club Owner, the Golf Club Owner and their officers, agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course adjacent to the Lots and Common Properties and to permit the doing of every act necessary and incident to maintaining the Club Facilities and Golf Club Facilities in the manner deemed appropriate by the Club Owner or the Golf Club Owner. These acts shall include, but not be limited to, holding of tournaments and special events, the recovery of golf balls from Lots and Common Properties, the flight of golf balls over and upon the Lots and Common Properties, the creation of the usual and common noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining the Club Facilities and the Golf Club Facilities, the driving of machinery and equipment used in connection with maintaining the Club Facilities and the Golf Club Facilities over and upon the roads, the Common Properties, the Club Facilities and the Golf Club Facilities, the spraying of effluent on the golf course for fertilizing and watering purposes, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of the Club Facilities and the Golf Club Facilities. Such noise may occur on or off the Club Facilities and the Golf Club Facilities, throughout the day from early morning until late evening.

(4) "Easement for Golf Course." A non-exclusive easement is hereby granted for ingress and egress over, across and through the roads, boulevards, streets, alleys and golf cart paths, to and from the Club Facilities or the Golf Club Facilities to Declarant, the Club Owner, the Golf Club Owner and all Club Members and Golf Club Members, guests and invitees, regardless of whether such members are also Owners. This easement is subject to reasonable rules and regulations promulgated by the Association from time to time.

The Lots, the Units and the Common Properties are burdened with a perpetual, non-exclusive easement hereby created by Declarant permitting golf balls unintentionally to come upon the Lots, the Units, and the Common Properties from the golf course(s) adjacent to the Lots, the Units and the Common Properties, if any, and for golfers at reasonable times and in a reasonable manner to come upon the Lots, the Common Properties or the exterior portions of the Units to retrieve errant golf balls; provided, however, if any portion of the Lots, the Units and/or the Common Properties is fenced or walled, the golfer will seek Owner's permission before entry. The location of a Lot and Unit and/or a portion of the Common Properties may result in nuisances or hazards to a Unit, Lot and/or a portion of the Common Properties as a result of operations of the golf course(s) adjacent to such Lot, Unit and/or Common Properties. Each Owner, by acceptance of a deed to a Lot, or a Unit, covenants for itself, its successors, successors in title, and assigns that it shall assume all risks associated with such location, including, but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to golf course activities and shall indemnify and hold harmless Declarant, the Golf Club Owner and the Club Owner from any liability, claims or expenses including attorneys' fees, arising from such property damage or personal injury. Declarant reserves the right to impose upon all or certain of the Lots, the Units and/or all or a portion of the Common Properties such

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other easements as are required for the operation of the golf course(s).

(5) Easement for Association There is hereby reserved a general right an easement for the benefit of the Association, its directors, officers, agent and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon a Lot or Unit or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of the Lot or Unit directly affected thereby.

E. Maintenance of Common Properties, Facilities, Surface Management Water System and Landscaping. The maintenance of any Common Properties, as well as, any facilities, pumps, sprinkler systems, pump covers, surface water management system, landscaping, road and street lighting, or any other Improvements which are located on the Common Properties are hereby deemed the obligation of the Corporation. The cost for all of the foregoing shall be assessed against the Members of the Corporation as a general assessment and may be so assessed prior to any conveyance of said Common Properties to the Corporation. The Declarant shall retain the right, but not the obligation to maintain the utility systems in the event that such systems are not properly maintained by the utility companies or such organizations as are primarily responsible for this maintenance. Declarant shall retain the right to assess the members of the Corporation for the cost of such maintenance, such assessment to be a special assessment.

F. Protective Covenants and Restrictions applicable to the Medalist Club-Cottages Only. The following Protective Covenants and Restrictions apply only to the Plat and not the Golf Course Parcel:

(29) Inapplicability to Lot 1 and Lot 2. Notwithstanding anything in this Declaration to the contrary, the Design Control Board shall not have jurisdiction within, on or over Lot 1 and Lot 2, and no regulation or restriction of the construction, maintenance, exterior, transfer, or occupancy of a Lot or Dwelling Unit, including, but not limited to, section (5) Painting; section (6) Walls and Fences; section (9) Destruction or Removal of Residential Dwelling Units; section (11) Barbecues and Outdoor Cooking; section (12) Leases; section (18) Temporary Structures; section (21) Antennas and Electronic Devices; section (22) Windows; section (23) Mailboxes; section (24) Water; section (26) Outside Lighting; and, section (27) Single-Family Building Restrictions contained in this Article VIII, F., and as amended from time to time, shall be deemed to apply to Lot 1 and Lot 2.

ARTICLE IX
DESIGN CONTROL BOARD

J. Inapplicability to Lot 1 and Lot 2. Notwithstanding anything contained in this Declaration to the contrary, the Design Control Board shall not have jurisdiction within, on or over Lot 1 and Lot 2, and nothing contained in this Article IX shall be deemed

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to apply to Lot 1 and Lot 2.

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ARTICLE XII
Instrument of Conveyance

Subsequent to the recording of this Declaration of Covenants and Restrictions in the Public Records of Martin County, Florida, each and every deed (or other conveyance document) conveying the Golf Course Parcel or any Lot, or any part thereof, shall be subject to the herein contained covenants, easements and restrictions whether or not such deed (or other instrument of conveyance) shall recite such fact on its face. The covenants, easements and restrictions contained herein shall run with the real property which comprises MEDALIST CLUB - COTTAGES, ~~and the Golf Course Parcel (as applicable)~~, and any part thereof, but not property owned by the Golf Club Owner, and be binding on the parties thereto, their successors, successors in title, designees, grantees and assigns.

* * *

ARTICLE XVII
Road Association and Cottage Association

In addition to all of the covenants, restrictions and provisions contained in this Declaration, the Articles of Incorporation and the Bylaws for the Corporation, and the rules and regulations adopted by the Corporation, as same may be amended from time to time, MEDALIST CLUB - COTTAGES ~~and the Golf Course Parcel~~ shall also be subject to all of the covenants, restrictions and provisions, including without limitation all assessments, and lien rights, contained in the Declaration of Covenants, Easements and Restrictions for Medalist Club Road Association, the Articles of Incorporation and the Bylaws for MEDALIST CLUB ROAD ASSOCIATION, INC. ("ROAD ASSOCIATION"), all rules and regulations adopted by the ROAD ASSOCIATION, all as same may be amended from time to time.

ARTICLE XXI
LEASING AND TRANSFER OF OWNERSHIP LOTS

The following shall apply to the leasing and transfer of ownership of Lots, except the leasing of Lot 1 and Lot 2, and Lots, including, but not limited to, Lot 1 and Lot 2, when: transferred to the Golf Club Owner; and, owned at any time by the Golf Club Owner:

A. General Provisions

- (1) Application Form. The Corporation is vested with the authority to prescribe an application form as may require specific personal, social, financial and other data related to the intended lessee, purchaser, occupants and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be

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required by the Corporation in order to enable the Corporation to reasonably investigate the intended lessee, purchaser, occupants or "new owners" within the time limits extended to the Corporation for that purpose. The application shall be completed and submitted to the Corporation along with and as integral part of the notice of intended transfer.

- (2) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time.
- (3) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Corporation shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.
- (4) Exception for Institutional Mortgagees. An institutional mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whosoever shall become an owner as a result of a foreclosure sale of a mortgage held by an institutional mortgagee, shall be exempt from the requirements below. However, this subsection shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in non-compliance with the provisions of the Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Corporation; nor shall the grantee (other than another institutional mortgagee) of the foregoing be exempt from the requirements below.
- (5) Fair Housing Act. The approval or disapproval of leases and transfers pursuant to this article will be conducted in accordance with the Federal and Florida Fair Housing Acts as amended from time to time.

B. Leasing of Lots. A Lot Owner may lease only ~~his~~ the Owner's entire Lot, and then only in accordance with this section, after receiving approval of the Association. **Notwithstanding anything contained in this Declaration to the contrary, this section shall not apply to and is inapplicable to Lot 1 and Lot 2.**

- (1) Notice by the Owner. An Owner intending to lease ~~his~~ the Owner's Lot shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and his or her spouse and other intended occupant, as a condition of approval.
- (2) Approval. After the required notice and all information, transfer fees, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within (30) days. If the Board neither approves nor disapproves

within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

- (3) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
- (a) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;
 - (b) The Owner has a history of leasing ~~his or her~~ the Owner's Lot to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of ~~his~~ the Owner's Lot;
 - (c) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
 - (d) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with this Declaration and/or the rules and regulations of the Corporation;
 - (e) The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;
 - (f) The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
 - (g) The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for this Declaration and/or the rules and regulations of the Corporation;
 - (h) The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the Owner fails to give proper notice of ~~his~~ the Owner's intention to lease ~~his~~ the Owner's Lot to the Board of Directors.
- (4) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its' election, may approve or disapprove the lease.

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- (5) Minimum Lease Term. No lease shall be made with a lease term which is less than twelve (12) months duration.
- (6) Guests. Guests of a Lot Owner occupying a Lot when the Lot Owner is not present for more than sixty (60) days shall be deemed tenants and must be approved as tenants under this provision.
- (7) Security Deposit. The Corporation may also require a deposit to be placed with the Corporation and held by it as a security against a tenant damaging the Common Areas.

C. Transfer of Ownership of Lots. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot shall be subject to the following provisions, **except Lots, including, but not limited to, Lot 1 and Lot 2 when: transferred to the Golf Club Owner; and, owned at any time by the Golf Club Owner:**

- (1) Sale or Gift. No Lot Owner may dispose of a Lot or any interest in the Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (2) Devise or Inheritance. If a Lot Owner acquires his title by devise or inheritance, his or her right to occupy or use the Lot shall be subject to the approval of the Board of Directors.
- (3) Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), that person shall have no right to occupy or use the Lot before being approved by the Board of Directors under the procedures outlined below.
- (4) Notice to Corporation - Sale or Gift. A Lot Owner intending to make a sale or gift of his Lot, or any interest in the Lot, shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require.
- (5) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use right until approved by the Board.
- (6) Failure to Give Notice. If no notice is given, the Board of Directors, at its

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election, may approve or disapprove at the time it learns of the transfer. If any Lot Owner fails to obtain the Corporation's approval prior to selling an interest in the Lot, or making a gift of the Lot, such failure shall create a rebuttable presumption that the seller and the purchaser or Lot Owner making the gift, intend to violate the covenants of this Declaration and shall constitute good cause for the Corporation's disapproval.

- (7) Approval. Within thirty (30) days of receipt of the required notice, transfer fee and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of approval executed by the President or Vice President of the Corporation in recordable form and delivered to the transferee. If the Board neither approves or disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval to the transferee.

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