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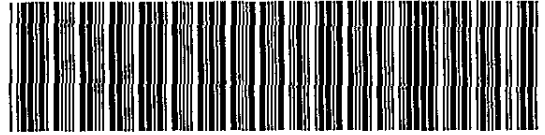
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TALLAHASSEE, FLORIDA
05 JUN -2 PM 4:53

MRD 4/3

TRANSMITTAL LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: The Club at Pointe West, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50 + \$2 =
Filing Fee,
Certified Copy
& Certificate

\$ 89.50

ADDITIONAL COPY REQUIRED

FROM: Christine Horrocks
Name (Printed or typed)

1999 Pointe West Drive
Address

Vero Beach, FL 32966
City, State & Zip

772-794-9912
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
THE CLUB AT POINTE WEST, INC.**

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

05 JUN -2 PM 4:53

(A Not-For-Profit Corporation)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes.

ARTICLE I

NAME

The name of the Corporation shall be "THE CLUB AT POINTE WEST, INC." (hereinafter referred to as the "Club").

ARTICLE II

PRINCIPAL PLACE OF BUSINESS

The principal office of the Club shall be at 1999 Pointe West Drive, Vero Beach, Florida 32966, or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE III

DURATION

The term of duration of the Club is perpetual, unless it is dissolved pursuant to any applicable provision of the Florida Statutes. The Club shall commence its existence upon the filing of these Articles of Incorporation with the Secretary of State of the State of Florida.

ARTICLE IV

PURPOSE AND POWERS

The primary purpose of the Club is to acquire, own and operate a private golf club on real property located in Indian River County, Florida, exclusively for the recreation, pleasure, and benefit of its members, as well as, to maintain, administer and preserve conservation areas and wetlands located on Club property and operate,

maintain and administer the surface water management system located on the Club property, all in accordance with the applicable permits issued from time to time by the St. Johns River Water Management District and the other governmental authorities having jurisdiction over same. The Club shall also be a member of the Pointe West Master Property Owners' Association, Inc., a Florida not-for-profit corporation, and such other associations which, when formed, may burden or benefit Club real property as shall be determined by the Company (as hereinafter defined) in its sole and absolute discretion. To carry out these purposes, the Club shall be empowered to acquire, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, to borrow money and to lend money, whether secured or unsecured, and to do and perform all such other acts and things as are necessary to carry out its purposes and as are allowed by the laws of the State of Florida with respect to not-for-profit corporations, unless otherwise restricted by these Articles or the Bylaws of the Club.

The Club shall enter into an agreement to purchase the Pointe West Golf Club from THE LINKS AT POINTE WEST, L.L.C., a Florida limited liability company, its successors or assigns (hereinafter referred to as the "Company"), immediately upon the commencement of existence of the Club, upon the terms and conditions set forth in the Agreement To Purchase and Sell Pointe West Golf Club as referenced in the Club's Bylaws (hereinafter referred to as the "Club Purchase Agreement"). The transfer of the "Assets" (as defined in the Club Purchase Agreement), from the Company to the Club shall be referred to as the "Closing of the Club Purchase."

ARTICLE V

CAPITAL STOCK

The Club shall have no capital stock and shall be composed of members rather than shareholders. Certificates of membership shall be issued to qualified members. Membership fees for membership certificates may be required, as provided in Article VIII hereinbelow.

ARTICLE VI

PROHIBITION AGAINST DISTRIBUTION OF INCOME

The Club does not permit pecuniary gain or profit. No dividend shall be paid and no part of the income of the Club shall inure to the benefit of any member, Director or officer, and as such they will have no interest in or title to any of the property or assets of the Club; provided, however, that the purchase of the Assets of the Club from the Company as provided in the Club Purchase Agreement shall not be deemed a dividend or distribution of income hereunder, notwithstanding that any principal of the Company may be a member, Director or officer of the Club. Nothing herein shall prohibit the Club from reimbursing its Directors and officers for expenses reasonably incurred in

performing services rendered to the Club, nor shall anything herein be construed to prohibit payment by the Club of compensation in a reasonable amount to a Director or officer for services rendered to the Club in a capacity other than as a Director or officer.

ARTICLE VII

MEMBERSHIP

The members of the Club shall be those persons and entities to whom membership certificates are specifically issued, as provided in Article VIII herein.

ARTICLE VIII

MEMBERSHIP CERTIFICATES

The categories of membership, number of memberships in each category, qualification for membership, manner of admissions and issuance of membership certificates shall be as set forth in and regulated by the Bylaws of the Club.

ARTICLE IX

TRANSFER OF MEMBERSHIP

Except as provided in Article II of the Bylaws, a membership may be transferred only through reissuance of the membership certificate by the Club in accordance with the procedures set forth in the Bylaws.

ARTICLE X

VOTING RIGHTS

Members will have such voting rights as are provided in the Bylaws of the Club. The voting rights of the members shall not be exercised until after the Closing of the Club Purchase.

ARTICLE XI

BOARD OF DIRECTORS

A. The Board of Directors of the Club will be responsible for the administration of the Club, and will have the exclusive authority to establish membership fees, set dues and assessments, establish rules and regulations and, in general, without limitation, control the management and officers of the Club. Directors shall be elected

or appointed as provided in the Bylaws. Initially, the Board of Directors shall consist of three (3) Directors. The names and addresses of the initial Directors of the Club are:

Name	Address
Charles R. Mechling	1999 Pointe West Drive Vero Beach, Florida 32966
Stephen R. Melchiori	1999 Pointe West Drive Vero Beach, Florida 32966
Thomas Jones	1999 Pointe West Drive Vero Beach, Florida 32966

B. Until the Closing of the Club Purchase, the Company, or any assignee of the Company, will designate the members of the Board of Directors. Thereafter, the members of the Club will be entitled to elect the members of the Board of Directors as provided in the Bylaws.

C. Individuals serving as members of the Board of Directors prior to the Closing of the Club Purchase shall owe no fiduciary duty of care or otherwise to the Club's members, but shall act solely on behalf of the Company.

ARTICLE XII

OFFICERS

A. The affairs of the Club shall be managed by a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint such other officers and assistant officers as it may desire. The officers shall be selected by the Board of Directors from among the members of the Club at each annual meeting of the Board of Directors, and they shall serve for a term of one (1) year and until their successors shall be selected. Any two (2) or more offices may be held by the same person.

B. The names of the initial officers who are to serve until the first annual meeting of the Board of Directors are:

<u>Name</u>	<u>Office</u>
Charles R. Mechling	President
Thomas Jones	Vice President
Thomas Jones	Secretary
Thomas Jones	Treasurer

ARTICLE XIII

REMOVAL OF DIRECTORS AND OFFICERS

A. Any officer may be removed with or without cause and for any reason prior to the expiration of his or her term in the following manner:

1. Prior to the Closing of the Club Purchase, any officer may be removed with or without cause and for any reason, by a two-thirds (2/3) vote of the Board of Directors, at a special meeting of the Directors at which a quorum is present, or by the Company in its sole and absolute discretion; or

2. Subsequent to the Closing of the Club Purchase, any officer may be removed with or without cause and for any reason, by a two-thirds (2/3) vote of the Board of Directors, at a special meeting of the Directors at which a quorum is present. At any such meeting, the subject officer shall be given the opportunity to be heard.

B. Any Director may be removed with or without cause and for any reason prior to the expiration of his or her term in the following manner:

1. Prior to the Closing of the Club Purchase, any Director may be removed with or without cause and for any reason by the Company at any time in the Company's sole and absolute discretion; or

2. Subsequent to the Closing of the Club Purchase, any Director may be removed with or without cause and for any reason, by a two-thirds (2/3) vote of the members of the Club entitled to vote, at a special meeting of the members at which a quorum is present. At any such meeting, the subject Director shall be given the opportunity to be heard.

ARTICLE XIV

LIABILITY FOR DEBTS AND INDEMNIFICATION

Neither the members nor the officers nor the Directors of the Club shall be liable for the debts of the Club. The Club shall indemnify and hold harmless, to the maximum extent permitted by Florida Statutes Section 607.0850 (2003) each person who shall serve at any time as Director or officer of the Club.

ARTICLE XV

BYLAWS

The Bylaws of the Club may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation.

ARTICLE XVI

AMENDMENT OF ARTICLES AND APPROVAL OF OTHER MAJOR ACTIONS

A two-thirds (2/3) vote of all of the voting members of the Club and a two-thirds (2/3) vote of all of the members of the Board of Directors will be required to authorize or approve any of the following actions:

- A. Merger or consolidation of the Club with another entity;
- B. Voluntary dissolution of the Club; and
- C. Amendment of these Articles of Incorporation, provided that Articles VII, VIII, X, XV, XVII, XVIII and XXII hereof, together with this Article XVI, shall not be amended after the Closing of the Club Purchase.

Notwithstanding the above, after the Closing of the Club Purchase, an affirmative vote of 90% of all of the voting members of the Club and a two-thirds (2/3) vote of all of the members of the Board of Directors shall be required to authorize or approve the sale, lease, exchange, transfer or other disposition of all or substantially all of the Club's assets (except to the Club, as provided in the Club Purchase Agreement).

Notwithstanding anything to the contrary contained in these Articles or the Bylaws, no amendment affecting the rights, privileges, terms, conditions or provisions contained in these Articles or the Bylaws, pertaining to Founder Members or Founder Memberships (as such terms are defined in the Club's Bylaws) will be effective without the unanimous written consent of all of the Founder Members, which consent such Founder Members may withhold in their sole and absolute discretion, even if such amendment is made by the Company.

Notwithstanding anything to the contrary contained in these Articles or the Bylaws, no amendment affecting the rights, privileges, terms, conditions or provisions contained in these Articles or the Bylaws, pertaining to Charter Members or Charter Memberships or to Hotel Members or Hotel Memberships (as such terms are defined in the Club's Bylaws) will be effective without the prior written consent of the Company, which consent may be withheld by the Company in its sole and absolute discretion.

Provided, however, that notwithstanding anything to the contrary contained in these Articles, until the Closing of the Club Purchase, only the members of the Board of Directors (by a two-thirds (2/3) vote thereof) shall have the authority to authorize and approve any of the matters described above in this Article XVI.

ARTICLE XVII

MEMBERSHIP FEES

Membership fees shall be in such amounts as may be fixed, from time to time, by the Board of Directors in accordance with the provisions of the Bylaws. All membership fees shall be paid to the Club. Founder Members shall never pay membership or other fees.

ARTICLE XVIII

DUES, ASSESSMENTS AND CHARGES

Members shall pay dues, assessments and charges in accordance with the provisions of the Bylaws. Founder Members shall not pay any fees, dues or assessments, green fees, golf cart fees, guest green fees or guest cart fees, but shall pay for charges incurred for food, beverages, merchandise and other requested Club services.

ARTICLE XIX

MANAGEMENT AGREEMENT

The Board of Directors may authorize the officers of the Club to enter into a management agreement with any person, firm or corporation, including the Company or any of its principals or subsidiaries, to manage the affairs of the Club.

ARTICLE XX

CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Club and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or officer of the Club is pecuniarily or otherwise interested in, or is a director, officer or member of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board for the purpose of authorizing such contract or transaction with like force and effect as if he or she were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XXI

COMPANY RIGHTS

The Company, as developer of the Club, shall, until the Closing of the Club Purchase, have all of the rights of the Club hereunder, and shall have the right to alter, amend or change these Articles or the Bylaws in its sole discretion, provided the rights of the members of the Club are not materially adversely affected by such changes.

ARTICLE XXII

DISSOLUTION

In the event of dissolution or final liquidation of the Club, all of the property and assets of the Club, after payment of its debts, shall be distributed among the members in accordance with the provisions of the Bylaws applicable to the dissolution of the Club.

ARTICLE XXIII

INCORPORATORS

The name and address of the sole Incorporator is as follows:

<u>Name</u>	<u>Address</u>
Charles R. Mechling	1999 Pointe West Drive Vero Beach, Florida 32966

ARTICLE XXIV

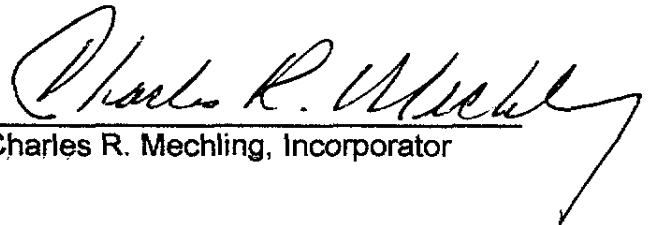
INITIAL REGISTERED OFFICE AND AGENT

The registered office for the Club and the registered agent for the Club at that address are the following: Charles R. Mechling, 1999 Pointe West Drive, Vero Beach, Florida 32966.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 1st day of June, 2005.

Witnesses:


Print Name: Christine Horrocks


Charles R. Mechling, Incorporator


Print Name: Karen Faulk


STATE OF FLORIDA :
COUNTY OF Indian River :

The foregoing instrument was acknowledged before me this 1 day of June, 2005, by Charles R. Mechling, who is personally known to me or who has produced a driver's license as identification.

(NOTARY SEAL)



Michelle Ann Monjar
Commission #DD163065
Expires: Nov 11, 2006
Bonded Thru
Atlantic Bonding Co., Inc.


NOTARY PUBLIC


Print Name

MY COMMISSION EXPIRES: Nov 11, 2006

CERTIFICATE DESIGNATING PLACE OF
BUSINESS OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That THE CLUB AT POINTE WEST, INC., a not-for-profit corporation, desiring to organize under the laws of the State of Florida, with its Registered Office as indicated in the Articles of Incorporation at 1999 Pointe West Drive, Vero Beach, Florida 32966, has named Charles R. Mechling, located at 1999 Pointe West Drive, Vero Beach, Florida 32966, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


Charles R. Mechling, Registered Agent

Date: 6-1-05

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TALLAHASSEE, FLORIDA
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