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PAVESE LAW FIRM

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December 29, 2011

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301


RE: Treviso Bay Golf Club, Inc., a non-profit corporation

Dear Sir or Madam:

Enclosed please find the original and one copy of the Articles of Incorporation for Treviso Bay Golf club, Inc., along with our check in the amount of \$78.75 to cover the fees for filing, registered agent designation and certified copy. Please file the articles for this corporation at your earliest convenience and return a certified copy in the enclosed, prepaid Federal Express envelope.

Thank you for your kind assistance in this regard. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,


Kimberly Marvitz.

/ktm
Enclosures

Exhibit "B"

**ARTICLES OF INCORPORATION
TREVISO BAY GOLF CLUB, INC.**

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I

The name of this corporation is TREVISO BAY GOLF CLUB, INC., a not for profit corporation (the "Golf Club"). All defined terms shall have the same meanings as set forth in the Golf Declaration.

ARTICLE II

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapters 617 and 720 of the Florida Statutes. The Golf Club is organized for the purpose of providing an entity for the operation of a golf course and related amenities located in Collier County, Florida.

The Golf Club is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Golf Club shall be distributed or inure to the private benefit of any Golf Member, Director or Officer of the Golf Club. For the accomplishment of its purposes, the Golf Club shall have all of the common law and statutory powers and duties of a Corporation not for profit under Chapter 617, Florida Statutes, except as limited or modified by these Articles, the Golf Declaration or the Bylaws of the Golf Club, and it shall have all of the powers and duties reasonably necessary to operate the Golf Club pursuant to the Golf Declaration as it may hereafter be amended including, but not limited to, the following:

- (A) To levy and collect assessments against all Golf Members of the Golf Club to defray the costs, expenses and losses of the Golf Club, and to use the proceeds of assessments in the exercise of its power and duties.
- (B) To own, lease, maintain, repair, replace or operate the Golf Club Common Areas
- (C) To purchase insurance upon the Golf Club Common Areas for the protection of the Golf Club and its Golf Members.
- (D) To reconstruct improvements after casualty and to make further improvements of the Golf Club Common Areas.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the Golf Club Common Areas and the operation of the Golf Club.
- (F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the Bylaws of the Golf Club.

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TALLAHASSEE, FLORIDA

(G) To contract for the management and maintenance of the Golf Club Common Areas and to delegate any powers and duties of the Golf Club in connection therewith except such as are specifically required by the Golf Declaration to be exercised by the Board of Directors or the golf membership of the Golf Club.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Golf Club Common Areas.

(I) To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as golf courses and other related facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Club, if they are intended to provide enjoyment, recreation or other use or benefit to the Golf Members.

(J) To borrow or raise money for any purposes of the Golf Club; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Golf Club.

Except as provided herein and in the Golf Declaration, all funds and title to all property acquired by the Golf Club shall be held for the benefit of the Golf Members in accordance with the provisions of the Golf Declaration, these Articles of Incorporation, and the Bylaws.

ARTICLE III

The Golf Club shall have perpetual existence.

ARTICLE IV

The qualifications required for golf membership, and the manner in which Golf Members shall be admitted to golf membership, shall be as stated in the Golf Declaration and/or the Bylaws of the Golf Club. Every Owner of a Lot or Living Unit submitted to the Golf Declaration shall be a Golf Member of the Golf Club.

ARTICLE V

The street address of the initial principal office of the Golf Club is 10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966, The name of the initial registered agent of this Golf Club is Charles Mann, and the address of the initial registered office is 1833 Hendry Street, Fort Myers, Florida 33901.

Having been named to accept service of process for Treviso Bay Golf Club, Inc., 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.

ACCEPTED

By: _____

Charles Mann

ARTICLE VI

The number of Directors shall initially consist of three (3) but may be increased pursuant to the Bylaws, and in no event shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the Bylaws of the Golf Club.

ARTICLE VII

The name and mailing address of the Directors, President, Vice President and Secretary/Treasurer, who, subject to the Bylaws of the Golf Club shall hold office for the first year of existence of this Golf Club or until his or her successor is elected and has qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
Tony Burdett, President	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966
Darin McMurray, Vice President	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966
Bryan Hurst, Secretary/Treasurer	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966

ARTICLE VIII

The Golf Club is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Golf Club, which acts are not inconsistent with the powers provided for in Chapter 617, Florida Statutes.

ARTICLE IX

The name and address of the subscriber of these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Charles Mann	1833 Hendry Street Fort Myers, Florida 33901

ARTICLE X

Bylaws of the Golf Club may be adopted, made, altered or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with any provision of these Articles.

ARTICLE XI

Amendment to the Articles of Incorporation may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a majority is present and, if obtaining a two-thirds (2/3) vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the Bylaws, shall be submitted to a vote of the membership. If approved by a two-thirds (2/3) affirmative vote of the membership at a meeting of the Members properly called and noticed as provided in the Bylaws, such Amendment shall be forwarded to the Secretary of State of the State of Florida and filed and shall become effective upon issuance, by said Officer, of a certificate reflecting same.

ARTICLE XII

The Golf Club may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members of each voting class. Upon dissolution of the Golf Club, other than incident to a merger or consolidation, the assets of the Golf Club, shall be transferred to another not for profit corporation organized for similar purposes.

ARTICLE XIII

To the fullest extent permitted by Florida law, the Golf Club shall indemnify and hold harmless every Director and every Officer of the Corporation against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Golf Club. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interest of the Golf Club, in a proceeding by or in the right of the Golf Club to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or Officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or Officers appointed by the Declarant, in a proceeding brought by or on behalf of the Golf Club.

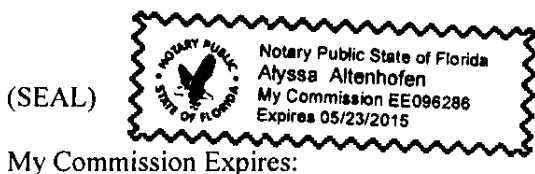
In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Golf Club. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.


WHEREFORE the incorporator has caused these presents to be executed this 29th day of December, 2011.

By: 
Charles Mann

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 29th day of December, 2011 by Charles Mann, to me known to be the individual described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed same for the purposes therein expressed.




Notary Public
ALYSSA ALTENHOFEN
Printed Name of Notary Public

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