

P97000058024

original
#7

TRANSMITTAL LETTER

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

SUBJECT: CHEVAL Polo, Golf & Country Club, Inc.

(Proposed corporate name - must include suffix)

600002228346--3
-07/01/97--01102--002
****131.25 ****131.25

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

☐ \$122.50
Filing Fee
& Certified Copy

☒ \$131.25
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Patricia M. Dickerson

Name (Printed or typed)

18705 Chemille Drive

Address

Lutz, Florida 33549

City, State & Zip

(813) 949-9554

Daytime Telephone number

FILED
97 JUL -1 PM 12:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

mc 7/2/97

ARTICLES OF INCORPORATION

FILED

97 JUL -1 PM 12:39

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator(s), for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be:

CHEVAL Polo, Golf and Country Club, Inc.

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

18705 Chemille Drive, Lutz, Florida 33549

ARTICLE III SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is:

7,000 @ \$150.00 each

ARTICLE IV INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the initial registered agent is:

Dennis J. Farley 4902 North Mac Dill Avenue Tampa, FL 33614

ARTICLE V INCORPORATOR(S)

See instructions for officers/directors

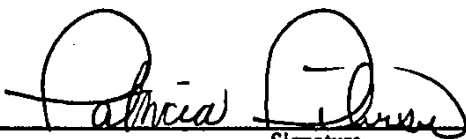
The name(s) and street address(es) of the incorporator(s) to these Articles of Incorporation is(are):

Patricia M. Dickerson 18705 Chemille Drive Lutz, Florida 33549

The undersigned incorporator(s) has(have) executed these Articles of Incorporation this

27th day of June, 19 97.

(An additional article must be added if an effective date is requested.)



Signature

Signature

Signature

Notarization is not required

NOTE: Affixing an officer title after a signature of an incorporator does not constitute the designation of officers.

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is CHEVAL Polo, Golf and Country Club, Inc.
18705 Chemille Drive Lutz, Florida 33549

2. The name and address of the registered agent and office is:


Dennis J. Farley
(NAME)

4902 North Mac Dill Avenue
(P. O. Box or Mail Drop Box **NOT** ACCEPTABLE)

Tampa, Florida 33614
(CITY/STATE/ZIP)

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TALLAHASSEE, FLORIDA

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(SIGNATURE)

June 27, 1997
(DATE)

SETTLEMENT AGREEMENT

THE PARTIES to this Settlement Agreement, PROFUNDO, INC., as sole surviving partner of CHEVAL ASSOCIATES PARTNERSHIP by reason of merger (hereinafter "CHEVAL") and PATRICIA DICKERSON (hereinafter "DICKERSON"), and the parties' heirs, successors, transferees, and assigns, hereby desire to clarify the October 14, 1992, Settlement Agreement attached hereto as Exhibit "A." In consideration of the sum of TEN DOLLARS and NO CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties agree that CHEVAL shall give DICKERSON a Full Lifetime Family Resident Membership which will allow DICKERSON unlimited use of the club facilities, including but not limited to the golf course. CHEVAL hereby waives all initiation and membership fees in connection with this membership, and waives all monthly or yearly dues, and any other expenses, in connection with the membership; provided however, it is expressly understood that DICKERSON shall be responsible for all user fees, including but not limited to cart rentals, guest fees, driving range fees, pro shop fees, and food and beverage purchases. This membership shall be fully transferable by DICKERSON at any time to any person who purchases her home. Any such buyer shall have the same rights and obligations with respect to the membership as DICKERSON has been provided herein. Furthermore, the parties' rights and obligations hereunder shall be binding on any heirs, successors, transferees, assignees or purchasers. In the event that the name of the Full Lifetime Family Resident Membership is changed at any time, it is expressly understood and agreed that DICKERSON and her heirs, successors, and assigns, shall be entitled to receive the same

entitled to receive the same benefits and use of the club facilities as provided for above under the Full Family Resident Membership.

CHEVAL hereby covenants and agrees that this Settlement Agreement shall be binding upon any transferee or assignee of CHEVAL.

PROFUNDO, INC., as sole surviving partner of
CHEVAL ASSOCIATES PARTNERSHIP

By:

JAMES M. STACKPOOLE

PATRICIA DICKERSON

Witness

Dona E. Holmes

Witness

Lydell Trucanico