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CUSTOMER NO: 120708A

CUSTOMER: Ronald W. Ritchie, Esq
Ronald W. Ritchie, P.a.
Suite 4
5129 Castello Drive
Naples, FL 34103

DOMESTIC AMENDMENT FILING

NAME: WEST COAST DEVELOPMENT
CORPORATION OF NAPLES, INC.

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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CONTACT PERSON: Kimberly Moret -- EXT# 1149
EXAMINER'S INITIALS: __________

SECOND ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

OF

WEST COAST DEVELOPMENT CORPORATION OF NAPLES, INC.,

a Florida Corporation

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INTRODUCTION

SECOND ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

These Second Articles of Amendment to Articles of Incorporation for **WEST COAST DEVELOPMENT CORPORATION OF NAPLES, INC., a Florida Corporation,** for which Articles of Incorporation were initially filed on April 4, 1994 under document number G94621, are adopted and approved unanimously by all shareholders and directors for the purpose of amending Article II, Nature of Business,which Article II was previously amended by Articles of Amendment dated December 19, 1995. Article II, as previously amended is hereby further amended by deleting same in its entirety and replacing same as follows:

"Article II. Nature of Business

A. Purpose

The nature of the business and of the purposes to be conducted and promoted by the corporation, is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the property described on Exhibit "A", located in Collier County, Florida.

3. To exercise all powers enumerated in the Florida Corporation Law (Chapter 607) as necessary or convenient to the

conduct, promotion or attainment of the business or purposes otherwise set forth herein.

B. Certain Prohibited Activities

The corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Lehman Brothers Bank, FSB, its successors or assigns (the "First Mortgage") exists on any portion of the Property, the corporation shall not incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the corporation shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its shares of stock to any entity. For so long as the First Mortgage exists on any portion of the Property, the corporation will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the board of directors. For so long as the First Mortgage exists on any portion of the Property, no material amendment to this certificate of incorporation or to the corporation's By-Laws may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

C. Indemnification

Any indemnification of the corporation's directors and officers shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations."

D. Separateness Covenants

For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

1. It shall maintain corporate records and books of account separate from those of any person or other entity.

2. Its board of directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.

3. It shall observe all corporate formalities.

4. It shall not commingle assets with those of any person or other entity.

5. It shall conduct its own business in its own name.

6. It shall maintain financial statements separate from any person or other entity.

7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any person or other entity.

8. It shall maintain an arm's length relationship with all other persons and entities.

9. It shall not guarantee or become obligated for the debts of any person or other entity, or hold out its credit as being available to satisfy the obligations of others.

10. It shall use stationery, invoices and checks separate from any person or other entity.

11. It shall not pledge its assets for the benefit of any person or other entity.

12. It shall hold itself out as an entity separate from any other entity.

For purpose of this Article II, the following terms shall have the following meanings:

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof."

Adopted and executed by the undersigned on this 25th day of September, 2003.

By:
RICHARD VETTER,
Director/Shareholder

Adopted and executed by the undersigned on this 23rd day of September, 2003.

By:
DONALD L. ARNOLD,
Director/Shareholder

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 25th day of September, 2003, by **RICHARD VETTER** who is personally known to me (or has produced ____________________ as identification) and who did/did not take an oath.

NOTARY PUBLIC
Print Name - Ronald W Ritchie
Commission Number - _______
My Commission Expires:

(S E A L)

RONALD WALLACE RITCHIE
MY COMMISSION # DD 136154
EXPIRES: August 26, 2006
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 23rd day of September, 2003, by **DONALD L. ARNOLD** who is personally known to me (or has produced ______________________ as identification) and who did/did not take an oath.

NOTARY PUBLIC
Print Name - Ronald W Ritchie
Commission Number - ________
My Commission Expires:

(S E A L)

RONALD WALLACE RITCHIE
MY COMMISSION # DD 136154
EXPIRES: August 26, 2006
Bonded Thru Notary Public Underwriters