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LAW OFFICES

WILLIAM G. MORRIS

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ADMITTED IN FL, DC, VA

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June 11, 1999

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

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-06/14/99--01102--005  
\*\*\*\*285.00 \*\*\*\*285.00

Re: Harbour Club Villas, L.L.C.  
Articles of Organization  
and Affidavit

Ladies:

I am enclosing the original Articles of Organization and Affidavit for the referenced entity. Also enclosed is a check for \$285.00 to cover filing fees, designation of registered agent and related matters. Capitalization is \$10,000.00.

Please return written confirmation of filing and document number assigned to this entity.

Sincerely,

William G. Morris

WGM/kls  
Enclosures

Name	MJH
Availability	
Document Examiner	
Updater	
Updater/Verifier	
Knowledge	
Verifier	

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DIVISION OF CORPORATIONS  
99 JUN 14 PM 1:45

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**ARTICLES OF ORGANIZATION  
OF  
HARBOUR CLUB VILLAS, L.L.C., A LIMITED LIABILITY COMPANY  
ARTICLE I  
NAME**

**Section 1.01 Name**

The name of this limited liability company is **HARBOUR CLUB VILLAS, L.L.C.**, referred to in these Articles of Organization as the "Company."

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE II  
PRINCIPAL AND REGISTERED OFFICE AND AGENT**

**Section 2.01 Office**

The street address for the registered and principal office of the Company is 247 North Collier Boulevard, Suite 202, Marco Island, Florida, 34145. The mailing address for the principal office is P. O. Box 2056, Marco Island, Florida, 34146. The Company's registered agent is William G. Morris, whose office is located at 247 North Collier Boulevard, Suite 202, Marco Island, Florida, 34145.

**ARTICLE III  
DURATION**

**Section 3.01 Duration**

Unless dissolved earlier, the Company will dissolve automatically on December 31, 2050. Except for prior amendment to this Article III, no act by the Company or its members can avoid that dissolution.

**ARTICLE IV**  
**PURPOSE AND POWERS**

**Section 4.01 Purpose**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purposes.

**ARTICLE V**  
**MANAGEMENT BY MANAGERS**

**Section 5.01 Identification of Managers and Management Committee**

(a) Initial Managers and Voting for Managers.

(i) The Company will be managed by a management committee, consisting of 2 managers. The initial managers are Melvin Slawik and Karl Ankner. Address for all managers is 247 N. Collier Blvd. #202, Marco Island, Fl. 34146. The managers will serve until (A) removal, (B) resignation, or (C) death, whichever occurs first.

(ii) Members may not cumulate their votes for managers. Members may make agreements among themselves as to how they will vote without being obligated to disclose those agreements.

(b) Removal. The members may remove any manager, without having to possess, state, or prove cause, by

(i) a vote of members holding 75 percent of the voting power of all membership interests. Vote must be taken at a properly scheduled meeting of the members, or

(ii) written consent of members holding 75 percent of the voting power of all membership interests. The removal of a manager without stating or proving cause does not bar a later claim that the manager engaged in misconduct while a manager.

(c) Resignation. A manager resigns by providing written notice to the members at their addresses on file with the managers. The resignation takes effect when received at that address, or at a later date stated in the notice of resignation. If the Company's operating agreement prohibits the manager from resigning, the manager's resignation is nonetheless effective but the manager will be liable to the Company for breach of the operating agreement.

(d) Replacing a Removed Manager. The members will elect a replacement manager for a removed manager at a properly scheduled meeting of the members. Replacement of a removed

manager shall be with the consent of members holding 75 percent of the voting power of all membership interests. The same meeting that votes removal may also elect a replacement manager.

(e) Replacement of a Resigned or Dead Manager.

**Section 5.02. Authority of Manager**

Each Manager has full authority to enter contracts, sell or acquire real estate property or other property on behalf of the Company, borrow funds and hypothecate company assets, and to otherwise deal fully in, with, and to all company projects and assets with each individual manager's action fully binding the company.

**ARTICLE VI**

**RIGHT OF MEMBERS TO CONTINUE BUSINESS UPON EVENT  
TERMINATING MEMBERSHIP OF A MEMBER**

**Section 6.01. Dissociation and Continuation**

A Member's dissociation will not cause the company to dissolve if

(a) more than one Member remains, or, if only one Member remains, within 30 days after the dissociation, the Company issues at least one Membership Unit to a new Member and,

(b) within 30 days after the dissociation Majority-In-Interest consent is obtained to avoid dissolution and to continue the existence and business of the Company.

**ARTICLE VII**

**CONTRIBUTIONS**

**Section 7.01 Contributions Made**

The members have each contributed to the Company in cash \$5,000.00, with total contributions of \$10,000 in the aggregate.

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**Section 7.02 Contributions Promised**

No additional contributions are required.

**ARTICLE VIII**

**ADMISSION OF NEW MEMBERS**

**Section 8.01 Unanimous Consent**

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

**Section 8.02 Sale**

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all members.

**Section 8.03 Death**

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the tight to continue the business on unanimous consent of the remaining members.

**ARTICLE IX**

**DISTRIBUTIONS**

**Section 9.01 Interim Distributions**

The Company may make interim distributions of property to its members on a monthly basis.

**Section 9.02 Winding-Up Distributions**

The Company may make winding-up distributions of property to its members on an annual basis.

**ARTICLE X**  
**RELATIONSHIP OF ARTICLES OF ORGANIZATION**  
**TO OPERATING AGREEMENT**

**Section 10.01 Operating Agreement as to extent allowed by Law.**

If a provision of these Articles of Organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

Executed this 11<sup>th</sup> day of June, 1999.

W.E. Lease, L.C., member

By: \_\_\_\_\_

William G. Morris

It's Authorized Representative

**ACCEPTANCE BY REGISTERED AGENT**

The undersigned accepts appointment as registered agent and agrees to act in that capacity. I further agree to comply with provisions of all statutes relating to the proper and complete performance of my duties. I am familiar with and accept the obligations of my position as registered agent.

\_\_\_\_\_  
William G. Morris

247 No. Collier Blvd., Suite 202

Marco Island, Florida 34145

(941) 642-6020

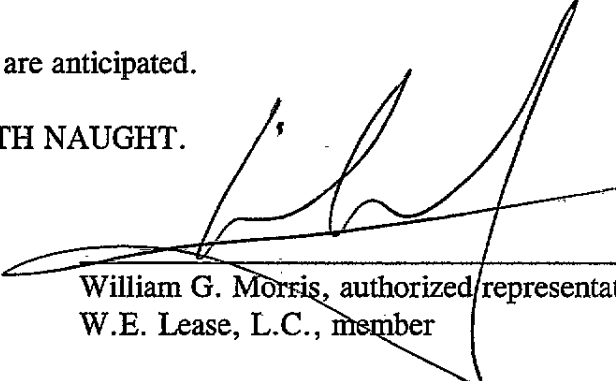
**AFFIDAVIT OF WILLIAM G. MORRIS**

STATE OF FLORIDA  
COUNTY OF COLLIER

In compliance with Florida Statute §608.407(2), the undersigned member or authorized representative of a member of Harbour Club Villas, L.L.C., depose and says:

1. I give this affidavit upon my personal knowledge of the facts set forth herein.
2. HARBOUR CLUB VILLAS, L.L.C. has two (2) members.
3. The total of cash contributions to HARBOUR CLUB VILLAS, L.L.C. by the members is \$10,000.00.
4. No other property other than cash has been contributed.
5. No other contributions are anticipated.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
William G. Morris, authorized representative of  
W.E. Lease, L.C., member

The foregoing instrument was sworn to and acknowledged before me this 11<sup>th</sup> day of June, 1999, by William G. Morris, who is personally known to me.

  
\_\_\_\_\_  
Notary Public

My commission expires: [SEAL]

