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Patricia Piguts

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ORDER NO. : 776064-020

CUSTOMER NO: 7103152

CUSTOMER: Kenneth R. Johnson, Esq
Goodlette Coleman & Johnson,
P.a.
Suite 300
4001 Tamiami Trail North
Naples, FL 34103

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DOMESTIC FILING

NAME: NAPLES BOAT CLUB WET SLIP
ASSOCAITION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

- XX PLAIN STAMPED COPY
- XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Norma Hull - EXT. 1115
EXAMINER'S INITIALS: _____

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ARTICLES OF INCORPORATION
OF
NAPLES BOAT CLUB WET SLIP ASSOCIATION, INC.
a Florida corporation not-for-profit

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be NAPLES BOAT CLUB WET SLIP ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws."

ARTICLE II
PRINCIPAL OFFICE

The principal office and mailing address of the Association shall be: 899 Tenth Street South, Naples, FL 34102.

ARTICLE III
PURPOSES

- 3.1 The purposes and objects of the Association are such as are authorized under Chapter 617 of the Florida Statutes, the Florida not for profit Corporation Act (the "Act") and include providing for the maintenance, preservation, administration and management of the Marina to which reference is made in the Declaration of Covenants Restrictions and Provisions for Naples Boat Club Wet Slip Association, Inc., (the "Declaration"), a document recorded or which will be recorded in the office of the Clerk of the Circuit Court of Collier County, Florida. (*Informational Note: All capitalized terms used herein shall have the meanings defined in the Declaration unless otherwise specifically defined in these Articles.*)
- 3.2 The Association is organized and operated solely for administrative and managerial purposes. It is not intended that the Association show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member except as otherwise provided herein or in the Declaration to distributions or dissolutions. Except as otherwise provided herein or in the Declaration, as to distributions or dissolutions, the Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV
MEMBERSHIP

The Association shall have four (4) classes of membership representing equitable ownership in the Association, as follows:

- 4.1 **Class A Members:** There shall be authorized 48 Class A members, one for each Unit at the Marina being developed by Naples Boat Club, LLC, a Florida limited liability company (the "Developer"). Each Owner of a Unit in the Marina shall be, and shall be required to be, the owner of a Class A Membership. Each Class A Membership shall be identified with a particular Unit, in connection with which it shall be sold and transferred. Ownership of a Class A Membership shall carry with it the rights appurtenant to ownership of a Unit in the Marina described in the Declaration. The Developer shall initially hold FORTY-EIGHT (48) Class A Memberships and shall transfer such Class A Memberships in conjunction with transfers of Units at the Marina for such consideration as Developer shall deem appropriate. Each Class A Membership shall be entitled to one vote on matters properly put before the members as set forth in the Declaration and the By-Laws.
- 4.2 **Class B Member:** The Class B Member of the Association shall be Naples Boat Club Boathouse Condominium Association, Inc., a Florida corporation not-for-profit, the sole entity responsible for the operation and administration of Naples Boat Club Boathouse, a condominium. The Class B Member shall be entitled to one vote on matters properly put before the members as set forth in the Declaration and the By-Laws.
- 4.3 **Class C Member:** The Class C Member of the Association shall be the owner of Building 2 as defined in the Master Restrictions, or if more than one owner, then all of them jointly; provided, however, if an association is formed by such owner or owners for the operation and administration of Building 2, then the Class C Member shall be such association. The Class C Member shall be entitled to one vote on matters properly put before the members as set forth in the Declaration and the By-Laws.
- 4.4 **Class D Member:** The Class D Member of the Association shall mean and refer to the Developer. The Class D Member shall be entitled to fifty-one (51) votes on matters properly put before the members as set forth in the Declaration and the By-Laws. Upon transfer of ONE HUNDRED PERCENT (100%) of the Units in the Marina and ONE HUNDRED PERCENT (100%) of the Class A Memberships to persons other than Developer, the Class D Membership shall terminate and shall have no further voting or other rights.

ARTICLE V
INCORPORATOR

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
Kenneth R. Johnson	4001 Tamiami Trail North, Suite 300 Naples, Florida 34103

ARTICLE VI
BOARD OF DIRECTORS

- 6.1 Number and Qualifications. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association.
- 6.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required, by the Act, the Declaration, these Articles or the By-Laws.
- 6.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 6.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 6.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

John L. Goebel	211 N. Broadway, Suite 3600 St. Louis, MO 63102-2750
G. Fred Heimburger	211 N. Broadway, Suite 3600 St. Louis, MO 63102-2750
Edward J. Ruff	4760 Tamiami Trail North Naples, FL 34103
John C. Swanson	899 Tenth Street South Naples, FL 34102
Ted C. Wetterau	211 N. Broadway, Suite 3600 St. Louis, MO 63102-2750

ARTICLE VII
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualification of the officers. The names and addresses of the officers who shall serve until successors are designated by the Board of Directors are as follows:

President:	John L. Goebel 211 N. Broadway, Suite 3600 St. Louis, MO 63102-2750
Vice-President:	Ted C. Wetterau 211 N. Broadway, Suite 3600 St. Louis, MO 63102-2750
Vice-President:	G. Fred Heimburger 211 N. Broadway, Suite 3600 St. Louis, MO 63102-2750
Vice-President	Edward J. Ruff 4760 Tamiami Trail North Naples, FL 34103
Vice President Secretary and Treasurer	John C. Swanson 899 Tenth Street South Naples, FL 34102

ARTICLE VIII
INDEMNIFICATION

- 8.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with

respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 8.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 8.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 8.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 8.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.
- 8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors or the members of the Association in the manner provided therein.

ARTICLE X
AMENDMENTS TO ARTICLES

Amendments to these Articles shall be proposed and adopted in the following manner:

- 10.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 10.2 Adoption. Amendments shall be proposed and adopted in the manner provided herein and in the Act (the latter to control over the former to the extent provided for in the Act).
- 10.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, without the approval in writing of all affected members. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate, successor or assign of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 10.3 shall be effective.
- 10.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 10.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Collier County, Florida.

ARTICLE XI
POWERS

The powers of the Association shall include and be governed by the following:

- 11.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.
- 11.2 Enumeration. The Association shall have the powers and duties set forth in the Act and all of the powers and duties reasonably necessary to operate the Marina pursuant to the Declaration and as more particularly described in the Declaration and By-Laws, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against Members and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

- (c) To maintain, repair, replace, reconstruct, add to and operate the Marina Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Marina Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Marina Property and for the health, comfort, safety and welfare of the Members.
 - (f) To approve or disapprove the leasing, transfer, ownership and possession of the Units as may be provided by the Declaration.
 - (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Marina Property.
 - (h) To contract for the management and maintenance of the Marina Property (including development and management of a transient rental program as contemplated by the declaration) and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes.
 - (i) To employ personnel to perform the services required for the proper operation of the Marina Property.
- 11.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 11.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, and the By-Laws.
- 11.5 General. Have and exercise any and all rights, privileges and powers which may be held or exercised by corporations not for profit generally under Chapter 617 of the Act.

ARTICLE XII TERMINATION AND DISSOLUTION

The Association shall be terminated upon the occurrence of any of the following events:

- 12.1 Destruction. In the event of the destruction of all or substantially all the Marina Property and the Association determines not to proceed with such reconstruction.
- 12.2 Agreement. By the affirmative vote of not less than TWO-THIRDS (2/3) of the Class A Members of the Association.

12.3 Termination of Submerged Land Lease. In the event the Submerged Land Lease is terminated.

12.4 Distribution of Assets. Upon termination of the Association the Board of Directors shall wind up the affairs of the Association and dispose of all assets as follows: That portion of the Upland Riparian Property lying adjacent to the Dry Slip Launch shall be transferred to the then Class B Member and that portion of the Upland Riparian Property lying adjacent to the Building Two Launch Area shall be transferred to the then Class C Member. The remaining assets of the corporation shall be sold and the proceeds together with all remaining cash of the Association shall be used to pay all outstanding obligations of the Association and thereupon distributed among the Class A Members in proportion to the relative fair market value of the Wet Slip Unit of which each membership is a part at the time of the original issuance of such membership, as determined in the reasonable discretion of the Board of Directors.

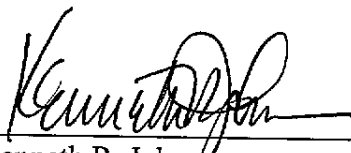
ARTICLE XIII
TERM

The term of the Association shall be perpetual.

ARTICLE XIV
REGISTERED AGENT

The initial registered agent of this not-for-profit corporation is Kenneth R. Johnson. The initial registered office is 4001 Tamiami Trail North, Suite 300, Naples, FL 34103.


Executed in Naples, Florida, on this 4th day of October, 2002.



Kenneth R. Johnson

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me on this 4th day of
October, 2002 by **KENNETH R. JOHNSON**, () who is personally known to me or ()
who produced his driver's license as identification.



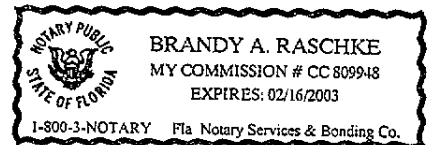
Notary Public

Print Name: _____

State of Florida at Large

My Commission Expires:

(Notary Seal)



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

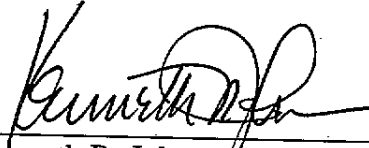
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Collier, State of Florida, the corporation named in the said Articles has named John C. Swanson, whose address is 899 Tenth Street South, Naples, FL 34102, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

DATED this 4th day of October, 2002.



Kenneth R. Johnson,
Registered Agent