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FLORIDA PROFIT/NON PROFIT CORPORATION

UNCLE HENRY'S MARINA ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
UNCLE HENRY'S MARINA ASSOCIATION, INC.
a Florida corporation not-for-profit

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

ARTICLE I
NAME

The name of the corporation shall be UNCLE HENRY'S MARINA 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 initial principal office and mailing address of the Association shall be: 7181-38 College Parkway, Ft. Myers, Florida 33907.

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, without limitation, providing for the operation, maintenance, administration and management of the Marina as described in the Declaration of Easements, Covenants, and Restrictions for Uncle Henry's Marina (the "Declaration "), as recorded or which will be recorded in the office of the Clerk of the Circuit Court of Charlotte County, Florida (the "Records"). All capitalized terms used herein shall have the meanings set forth 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 Member, officer, or director. The Association shall make no distributions of income to its Members, directors or officers.

ARTICLE IV
MEMBERSHIP

The Association shall have two (2) classes of membership as follows:

4.1 Class A Members: There shall be fifty-eight (58) Class A Members of the Association, one for each Wet Slip at the Marina. Sunset Realty Corp., a Delaware corporation (the "Declarant"), initially shall hold all of the fifty-eight (58) Class A Memberships. Each person or entity that subleases the Subleasehold Estate in a Wet Slip from the Declarant (as evidenced by the execution by the Declarant and recordation in the Records of a Sublease Certificate with respect to such Wet Slip) automatically shall become, and is required to be, a Class A Member of the Association for so long as it holds the record title to its Subleasehold Estate in the Wet Slip. Each Class A Membership shall be identified with a particular Wet Slip and shall not be transferred or assigned except in connection with the creation or assignment of the Subleasehold Estate in the Wet Slip. Each Class A Membership shall carry with it the rights appurtenant to the Subleasehold Estate in a Wet Slip as described in the Declaration. Each Class A Member (including the Declarant with respect to each Wet Slip in which a Subleasehold Estate has not then been created) shall be entitled to one (1) vote on matters properly put before the Members as set forth in the Declaration, these Articles, and the By-Laws.

4.2 Class B Member: The Class B Member of the Association shall mean and refer to the Declarant (or any of its successors or assigns to which the rights of the Declarant under the Declaration and the Association Documents have been expressly assigned by a written instrument recorded in the Records). The Class B Member shall be entitled to fifty-nine (59) votes on all matters properly put before the Members as set forth in the Declaration, these Articles, or the By-Laws. The Class B Membership shall terminate upon the earlier to occur of the date that is (a) one-hundred twenty (120) days after fifty (50) Subleasehold Estates in Wet Slips have been subleased by the Declarant to persons or entities other than the Declarant (as evidenced by the recordation in the Records of Sublease Certificates executed by Declarant), or (b) the date that Declarant records in the Records a written instrument executed by Declarant electing to terminate the Class B Membership.

ARTICLE V
INCORPORATOR

The name and address of the incorporator is:

Name	Address
William G. Scott, Esquire	101 East Kennedy Boulevard 2700 Bank of America Plaza Tampa, FL 33602

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 nor more than nine (9) directors. Directors appointed by Declarant 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 the Members when such approval is specifically required by the Act, the Declaration, these Articles, or the By-Laws.

6.3 Election and 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 Declarant's Directors. The Declarant 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. 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:

Valerie Hall
7181-38 College Parkway.
Ft. Myers, FL 33907

Victor Biggs
7181-38 College Parkway.
Ft. Myers, FL 33907

Mary Ann Van Clief
7181-38 College Parkway.
Ft. Myers, FL 33907

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:	Valerie Hall 7181-38 College Parkway Ft. Myers, FL 33907
Vice-President:	Victor Biggs 7181-38 College Parkway Ft. Myers, FL 33907
Secretary:	Victor Biggs 7181-38 College Parkway. Ft. Myers, FL 33907
Treasurer	Maria Prigoreanu 7181-38 College Parkway. Ft. Myers, FL 33907

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 and costs), 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 costs and appellate attorneys' fees and costs) 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 it 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 VIII.

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.

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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 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 provided in the Declaration or any of the Association Documents in favor of or reserved to the Declarant or the owner of the Upland Fee Simple Property, an affiliate, successor or assign of the Declarant or the owner of the Upland Fee Simple Property, or any of their respective mortgagees, unless the Declarant and the owner of the Upland Fee Simple Property shall join in the execution of the amendment. No amendment to this paragraph 10.3 shall be effective.

10.4 Declarant Amendments. The Declarant alone may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

10.5 Vote for Amendments. Except as otherwise provided in Section 10.4, until the termination of the Class B Membership these Articles may be amended only with the consent in writing, or by the affirmative vote at a meeting of the Members, of two-thirds (2/3rds) of the Class A Members and with the consent in writing of the Class B Member. After the termination of the Class B Membership, except as otherwise provided in Section 10.4 these Articles may be amended only with the consent in writing, or by the affirmative vote at a meeting of the Members, of two-thirds (2/3) of the Members.

10.6 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 Records.

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 administer, manage, operate, and maintain 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 Class A 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 Declarant, the owner of the Upland Fee Simple Property, and the Association and its officers, directors, and Members, and the respective mortgagees of each of the foregoing.

(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, including, without limitation, rules and regulations for the Rental Program.

(f) To administer the Rental Program in accordance with 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, maintenance, and operation of the Marina Property (including the administration and management of the Rental Program as contemplated by the Declaration) and to authorize a management agent (which may be an affiliate of the Declarant) 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 Areas 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 property 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. The Association shall 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

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

(a) The date that the Declaration is terminated.

(b) Until the termination of the Class B Membership, with the written consent of or affirmative vote at a meeting of not less than two thirds (2/3rds) of the Class A Members and with the written consent of the Class B Member, and after the termination of the Class B Membership with the written consent of or affirmative vote at a meeting of not less that two thirds (2/3rds) of the Members.

(c) In the event that either the Submerged Land Lease or the Upland Lease expires and is not renewed or extended or is terminated.

12.2 Liquidation of Assets. Upon termination of the Association the Board of Directors shall wind up the affairs of the Association. The 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.

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 William G. Scott, Esquire. The initial registered office is 101 E. Kennedy Boulevard, 2700 Bank of America Plaza, Tampa, Florida 33602.

Executed in Tampa, Florida, on January 4, 2006.

William G. Scott

WILLIAM G. SCOTT, ESQUIRE
Incorporator

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THE FOREGOING INSTRUMENT was acknowledged before me on this 4th day of January, 2006, by WILLIAM G. SCOTT, (X) who is personally known to me or ( ) who produced his Florida driver's license as identification.

Patricia Parlney

Notary Public
*Print Name:*__________
State of Florida at Large
My Commission Expires: __________
(Notary Seal)

Patricia Parlney
My Commission DD282538
Expires December 06, 2007

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

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 Lee, State of Florida, the corporation named in the said Articles has named William G. Scott, Esquire, whose address is 101 E. Kennedy Boulevard, 2700 Bank of America Plaza, Tampa, FL 33602, 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 January, 2006.

William G. Scott

WILLIAM G. SCOTT, ESQUIRE
Registered Agent

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