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Account Number : 110450000714
Phone : (850) 222-1173
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000672.56149

FLORIDA PROFIT/NON PROFIT CORPORATION

AQUA AT PELICAN ISLE YACHT CLUB MARINA, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF
AQUA AT PELICAN ISLE YACHT CLUB MARINA, INC.**

A Not-For-Profit Corporation

**ARTICLE I
NAME**

The name of the Corporation shall be "Aqua at Pelican Isle Yacht Club Marina, Inc." (hereinafter referred to as the "Club"). Its principal office shall be at c/o Aqua Sales Gallery, 13240 Tamiami Trail N., Suite 204, Naples, Florida 34110, or at such other place as may be designated, from time to time, by the Board of Directors.

**ARTICLE II
DURATION**

The period of duration of the Club is perpetual.

**ARTICLE III
PURPOSE AND POWERS**

The specific purpose of the Club is to own and operate a private equity marina club exclusively for the pleasure and recreation of its members, their families and their guests. The Club is organized exclusively for pleasure, recreation and other non-profitable purposes. The Club shall be empowered to acquire, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, and to borrow money, whether secured or unsecured, and to do and perform all such other acts and things as are allowed by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide.

**ARTICLE IV
PROHIBITION AGAINST DISTRIBUTION OF INCOME**

The Club is one which does not permit pecuniary gain or profit. After the date of the transfer of the management and control of the Club to the members of the Club, as designated in the Bylaws, no part of any net earnings shall inure to the benefit of any member, director, officer, or other private individual and, as such, they will have no interest in or title to any of the property or assets of the Club. Nothing herein shall prohibit the Club from reimbursing its directors and officers for all expenses reasonably incurred in performing services rendered to the Club, or paying amounts due to EcoVenture Wiggins Pass, Ltd., a Florida limited partnership (the "Company") pursuant to a Club Transfer Agreement.

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ARTICLE V CAPITAL STOCK

The Club shall have no capital stock and shall be composed of members rather than shareholders.

ARTICLE VI QUALIFICATIONS OF MEMBERSHIP

The categories of membership, qualifications for membership and the manner of admission shall be as set forth in and regulated by the Bylaws of the Club.

ARTICLE VII VOTING RIGHTS

Members of the Club will have such voting rights as are provided in the Bylaws of the Club.

ARTICLE VIII LIABILITY FOR DEBTS

Neither the members nor the officers or directors of the Club shall be liable for the debts of the Club.

ARTICLE IX BOARD OF DIRECTORS

The Club shall have three members of the Board of Directors initially. The names and addresses of the initial directors of this Club are:

<u>Name</u>	<u>Address</u>
Edward R. Oelschlaeger	c/o EcoGroup, Inc. 601 Bayshore Boulevard, Suite 960 Tampa, Florida 33606
William C. Williams	c/o EcoGroup, Inc. 601 Bayshore Boulevard, Suite 960 Tampa, Florida 33606
Nicholas J. Naples	13635 Vanderbilt Drive Naples, Florida 34110

Until the Turnover Date (as defined in the Bylaws of the Club), which is the date of the transfer of management and control of the Club to the members of the Club, as designated in the Bylaws, the Company or any assignee of the Company will designate the members of the

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Board of Directors. Thereafter, the members of the Club will be entitled to elect the members of the Board of Directors as provided in the Bylaws

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

No director of the Club shall be personally liable to the Club or its members for monetary damages for breach of fiduciary duty as a director; provided, however, that this Article shall not eliminate or limit the liability of a director for: (a) any breach of the director's duty of loyalty to the Club or its members; (b) acts or omissions which are not in good faith or which involve intentioned misconduct or a knowing violation of law; or (c) any transaction from which the director derives an improper personal benefit. For purposes of this Article, the term "director" includes a trustee and a person who serves on the board or council of the Club in an advisory capacity.

ARTICLE XI INCORPORATOR

The name and residence of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Stephen J. Szabo, III, Esq.	Foley & Lardner LLP 100 North Tampa Street Suite 2700 Tampa, Florida 33602-5804

ARTICLE XII INDEMNIFICATION

To the fullest extent authorized under the Florida Not-For-Profit Corporation Act, or any successor statute, the Club shall indemnify and hold harmless each person who shall serve at any time hereafter as a member of the Board of Directors or an officer of the Club from and against any and all claims and liabilities to which such person shall become subject by reason of his or her having been, or hereafter being a member of the Board of Directors or an officer of the Club, or by reason of any action alleged to have been taken or omitted by him or her as such a member of the Board of Directors or an officer of the Club, and shall reimburse each such person for all legal and other expenses reasonably incurred by him or her in connection with any such claim or liability; and if allowed by applicable statute, the Club may advance to any such person funds to pay expenses for all legal and other expenses reasonably incurred by him or her in defending any such claim upon receipt of an undertaking to repay such amount unless it is determined that such person was entitled to indemnification hereunder; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his or her gross negligence or willful misconduct or otherwise prohibited by applicable Florida law.

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ARTICLE XIII DISSOLUTION

In the event of dissolution or final liquidation of the Club, all of the property and assets of the Club, after payment of its debts, shall be distributed, as permitted by Florida law or a court having jurisdiction, among the holders of the equity memberships of the Club (including the Company with respect to memberships held by the Company) in proportion to the value of the memberships as last established.

ARTICLE XIV AMENDMENTS

Prior to the Turnover Date referred to in the Bylaws, these Articles may be altered or amended by the Board of Directors, at any regular or special meeting of the Board of Directors, as long as the amendment or alteration is not materially adverse to the rights of the equity members. Any amendment which is materially adverse to the rights of equity members, including but not limited to a sale of the Club Facilities or restructure of the Club or de-equitization of the Club, must be approved by a majority vote of equity members, in accordance with the Bylaws.

After the Turnover Date and until the sale of all of the memberships and the initial sale by the Company of all the residences within the Aqua Pelican Isle residential community, the Membership Plan, the Articles of Incorporation and Bylaws of the Club may not be changed without the Company's written consent, which consent may be withheld by the Company for any reason whatsoever.

After the Turnover Date, these Articles may be altered, amended, or repealed or new Articles may be adopted, only by: (a) a majority vote of all of the members of the Board of Directors, and (b) a majority of the votes cast by the equity members in person or by proxy at any duly called annual or special meeting of the members of the Club at which a quorum of the equity members is present either in person or by proxy. The proposed amendment must be set forth in the notice of the meeting. The Bylaws contain additional provisions in this regard.

Notwithstanding any provision herein to the contrary, the provisions of the Membership Documents required by State Permits or the Submerged Land Lease may not be changed without obtaining approval from the State of Florida.

ARTICLE XV TRANSFER OF MEMBERSHIP

A membership may be transferred only through the Club in accordance with the procedure set forth in the Bylaws. A member who has been expelled from the Club shall surrender his or her membership certificate to the Club in accordance with the procedure set forth in the Bylaws.

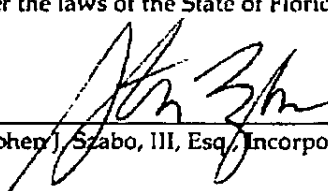
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ARTICLE XVI
INITIAL REGISTERED AGENT FOR SERVICE OF PROCESS

The registered agent for the Club and the registered office for the Club at that address are the following:

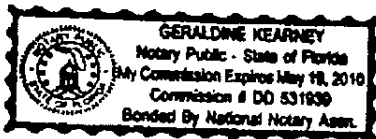
Stephen J. Szabo, III, Esq.
Foley & Lardner LLP
100 North Tampa Street
Suite 2700
Tampa, Florida 33602-5804

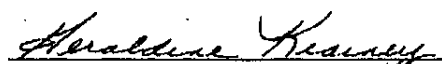
IN WITNESS WHEREOF, I have hereunder set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida this 15th day of August, 2006.


Stephen J. Szabo, III, Esq., Incorporator

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15 day of August, 2006 by Stephen J. Szabo, III, Esq., who is personally known to me or who has produced _____ as identification.




Printed Name: GERALDINE KEARNEY
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

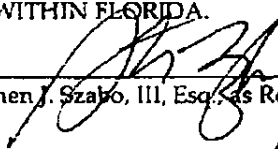
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

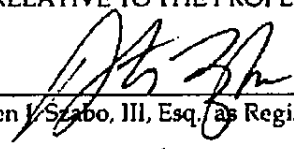
IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING
IS SUBMITTED:

FIRST -- THAT THE AQUA AT PELICAN ISLE YACHT CLUB MARINA, INC.,
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,
WITH ITS PRINCIPAL PLACE OF BUSINESS AT C/O AQUA SALES GALLERY, 13240
TAMIAMI TRAIL N., SUITE 204, NAPLES, FLORIDA 34110.

SECOND - STEPHEN J. SZABO, III, ESQ., LOCATED AT FOLEY & LARDNER LLP,
100 NORTH TAMPA STREET, SUITE 2700, TAMPA, FLORIDA 33602-5804, AS ITS AGENT TO
ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE 
Stephen J. Szabo, III, Esq., as Registered Agent
DATE August 15, 2006

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY
AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH
PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF MY DUTIES.

SIGNATURE 
Stephen J. Szabo, III, Esq., as Registered Agent
DATE August 15, 2006

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TALLAHASSEE, FLORIDA