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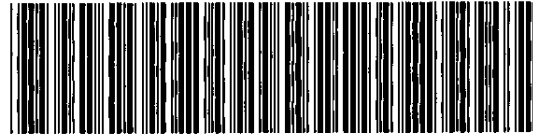
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B. KOHR

APR 17 2008

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 531420 7393501

AUTHORIZATION :

COST LIMIT : \$ 70.00

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : April 16, 2008

ORDER TIME : 10:19 AM

ORDER NO. : 531420-010

CUSTOMER NO: 7393501

DOMESTIC FILING

NAME: OCEAN CLUB AT PORT CANAVERAL  
INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP  
       ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 2956

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF INCORPORATION**  
**OF**  
**OCEAN CLUB AT PORT CANAVERAL INC.**  
a Florida corporation not-for-profit

**FILED**  
08 APR 17 PM 2:36  
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 adopts the following Articles of Incorporation:

ARTICLE I  
NAME

The name of the corporation shall be **OCEAN CLUB AT PORT CANAVERAL INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the Bylaws of the Association as the "Bylaws."

ARTICLE II  
PRINCIPAL OFFICE

The principal office and mailing address of the Association shall be: 909 Tenth Street South, Suite 105, 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 OCEAN CLUB AT PORT CANAVERAL INC. (the "Declaration"), a document recorded or which will be recorded by PORT CANAVERAL MARINE CENTER LLC, A FLORIDA LIMITED LIABILITY COMPANY (the "Declarant"), in the office of the Clerk of the Circuit Court of Brevard 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 be distributed to, or inure to the benefit of, any private member, except as otherwise provided herein or in the Declaration with respect to distributions upon termination of the Association.

ARTICLE IV  
MEMBERSHIP

The Association shall have TWO (2) classes of membership representing equitable ownership in the Association, being the Wet Slip Memberships and the Class B Membership, and ONE (1) class of non-equity membership, being the Social Memberships, as follows:

- 4.1 Wet Slip Memberships: There shall be authorized one (1) Wet Slip Membership for each Wet Slip at the Marina (consisting of the numbered Wet Slips, the Fuel Dock Slip, the Travel Lift Slip and two (2) Haul and Launch Slips). Each owner of a Wet Slip in the Marina shall be, and shall be required to be, the owner of a Wet Slip Membership in the Association. Each Wet Slip Membership shall be identified with a particular Wet Slip, in connection with which it shall be sold and transferred. The combination of a Wet Slip Membership and the Wet Slip to which it relates is referred to herein, and in the Declaration, as a "Unit." The Declarant shall initially hold all the Wet Slip Memberships and shall transfer such Wet Slip Memberships in conjunction with transfers of Units at the Marina for such consideration as Declarant shall deem appropriate. Each Wet Slip Membership shall be entitled to one vote on matters properly put before the members as set forth in these Articles, the Declaration and the Bylaws.
- 4.2 Class B Memberships: The Class B Member of the Association shall mean and refer to the Declarant. The Class B Member shall be entitled to SIXTY NINE (69) votes on matters properly put before the Members as set forth in these Articles, the Declaration and the Bylaws. Upon Turnover, the Class B Membership shall terminate and shall have no further voting or other rights. At such time, Declarant's membership in the Association shall be represented solely by the Wet Slip Memberships still held by Declarant by virtue of yet-to-be transferred Units.
- 4.3 Social Memberships. The Association will issue a limited number of non-equity, non-voting, non-transferable Social Memberships as determined by the Board. Vessel owners who store their Vessels in a boathouse located on property subject to the Scorpion Sub Lease are eligible to become Social Members. In return for membership fees, dues and assessments set by the Association, Social Members will have access to all of the Association Facilities, but will not have the exclusive right to occupy a particular Wet Slip. Social Members will be able to rent slips on a space available basis. Social Memberships may be issued to lessees and transient renters of Wet Slips. All Social Members must strictly observe the Rules and Regulations. A Social Member is permitted to resign his or her membership at any time by presenting written notice of resignation to the Association. Resignation will be effective and dues will cease to accrue upon the Association's receipt of such notice. If a Social Member resigns, he or she will not receive a refund of any amounts paid to the Association.
- 4.4 Family Privileges. All memberships in the Association will be "family" memberships. A membership will entitle the Member's immediate family to use the Association Facilities on the same basis as the Member. The Member's immediate family includes the Member's spouse and children under the age of 23 who are living at home, attending

school or college on a full-time basis, or serving in the U.S. armed forces. The "Domestic Partner" of an unmarried Member will be treated as a family member, providing full access to Association Facilities. In order to qualify, the Member must designate the domestic partner in writing, the domestic partner must live with the Member, the Member must agree to be responsible for the domestic partner charges, and the Member can only designate one domestic partner per year. The domestic partner privileges are available to unmarried members only.

- 4.5 Guests. Members will be entitled to have Guests use the Association Facilities in compliance with the Rules and Regulations. The sponsoring Member is responsible for all charges incurred by Guests and for the deportment of, and damages caused by, his or her Guests. Guests are not permitted to have guests.
- 4.6 Corporate Memberships. A membership may be owned by a partnership, corporation or other bona fide business entity ("Corporate Member"). The Corporate Member may then designate one person and his or her immediate family as the designated Member ("Designated Member") to use the Association Facilities with use rights corresponding to the type of membership owned. Notwithstanding the foregoing, if the membership includes the right to vote, the right inures to the Corporate Member, not the Designated Member. A fee may be charged to change Designated Members, and limitations may be placed on the frequency of changes to Designated Members. All Designated Members, in addition to the Corporate Member, are subject to approval by the Board.

ARTICLE V  
INCORPORATOR

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
JOHN C. SWANSON	909 Tenth Street South Suite 105 Naples, Florida 34102

ARTICLE VI  
BOARD OF DIRECTORS

- 6.1 Number and Qualifications. The property, business and affairs of the Association shall be managed by a board of directors ("Board") consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association except as may be provided in the Bylaws.

- 6.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, these Articles, the Declaration and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by the Members when such approval is specifically required by the Act, these Articles, the Declaration, or the Bylaws.
- 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 Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.
- 6.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board and their replacements who shall hold office for the periods described in the Bylaws.

## ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of the Association at its first meeting and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualification of the officers.

## 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 or officer 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 that he acted 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 or officer 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 or officer 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 8.
- 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 or officer 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 BYLAWS

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board 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 in these Articles 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 property rights of a Member in the Wet Slip designated for such Member's Membership without the approval of such Member or in the voting rights of Members without the approval in writing of the affected Members. No amendment shall be made that is in conflict with the Declaration. No amendment shall 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 Declarant, or an affiliate, successor or assign of the Declarant, unless the Declarant shall join in the execution of the amendment. No amendment to this paragraph 10.3 shall be effective without the approval of the Declarant.
- 10.4 Declarant Amendments. To the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant 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 Brevard 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 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 Bylaws, 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 Members.
- (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 Bylaws, and the Rules and Regulations for the use of the Marina Property.
- (h) To contract for the management and maintenance of the Marina and 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 the Declarant or 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 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 Bylaws.

11.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration and the Bylaws.

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

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 Wet Slip Members of the Association.
- 12.3 Termination of CPA Lease. In the event the CPA Lease is terminated.
- 12.4 Distribution of Assets. Upon termination of the Association, the Board shall wind up the affairs of the Association and dispose of all assets as follows: 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 and thereupon distributed among the Wet Slip Members in proportion to their respective Percentage Interest.

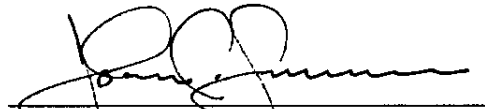
ARTICLE XIII  
TERM

The term of the Association shall be perpetual.

ARTICLE XIV  
REGISTERED AGENT AND REGISTERED OFFICE

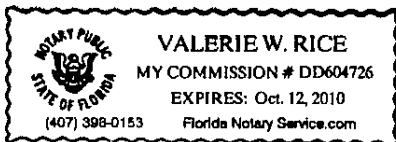
The initial registered agent of this not-for-profit corporation is JOHN C. SWANSON. The initial registered office is 909 Tenth Street South, Suite 105, Naples, FL 34102.

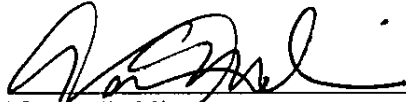
Executed in Naples, Florida, on this 16<sup>th</sup> day of April, 2008.

  
\_\_\_\_\_  
JOHN C. SWANSON

STATE OF FLORIDA  
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me on this 16<sup>th</sup> day of APRIL, 2008, by JOHN C. SWANSON, (☒) who is personally known to me or (☐) who produced his driver's license as identification.



  
Notary Public  
Print Name: VALERIE W. RICE  
State of Florida at Large  
My Commission Expires: 10/12/2010

(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

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: **909 TENTH STREET SOUTH, SUITE 105, 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 16<sup>th</sup> day of April, 2008.

  
**JOHN C. SWANSON,**  
REGISTERED AGENT