

7660387

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

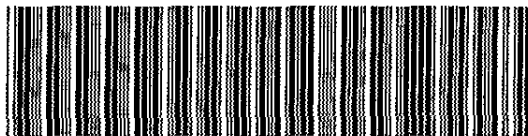
(Document Number)

Certified Copies \_\_\_\_\_

Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



000011189340

02/03/03--01098--023 \*\*113.75

03 FEB -3 AM 9:18  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED

ARTICLES OF MERGER  
Merger Sheet

MERGING:

SHELL HARBOR INN RESORT & CLUB II CONDOMINIUM ASSOCIATION,  
INC. , A FLORIDA CORPORATION, 766386

INTO

SHELL HARBOR INN RESORT & CLUB I CONDOMINIUM ASSOCIATION, INC.  
which changed its name to

**SHELL HARBOR INN RESORT & CLUB CONDOMINIUM ASSOCIATION, INC.**  
, a Florida entity, 766387

File date: February 3, 2003

Corporate Specialist: Pamela Smith

**PAVESE, HAVERFIELD, DALTON, HARRISON & JENSEN, L.L.P.**

A FLORIDA LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AND COUNSELORS AT LAW

<http://paveselaw.com>

1833 HENDRY STREET  
FORT MYERS, FLORIDA 33901

POST OFFICE DRAWER 1507  
FORT MYERS, FLORIDA 33902-1507

(239) 334-2195  
FAX (239) 332-2243

**CHRISTOPHER J. SHIELDS**  
BOARD CERTIFIED REAL ESTATE LAWYER  
(239) 336-8245

PLEASE REPLY TO  
FORT MYERS OFFICE

January 29, 2003

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

RE: ***Articles of Merger; Shell Harbor Inn Resort & Club I  
Condominium Association, Inc. and Shell Harbor Inn  
Resort & Club II Condominium Association, Inc. into  
Shell Harbor Inn Resort & Club I Condominium  
Association, Inc.***

Dear Sir/Madame:

I am enclosing herewith the original and one copy of the Articles of Merger for the above-referenced matter to be filed with the Secretary of State. It is my understanding that the fee for same is \$35.00 per Association merging with an additional \$8.75 for a certified copy, for a total of \$113.75. Please cause these Articles of Merger to be filed and return the certified copy to this office.

Thank you in advance for your prompt and courteous attention to the above. Please feel free to contact me if you have any questions.

Very truly yours,



Christopher J. Shields

CJS/jg  
Enclosures  
cc: client

F:\WPDATA\ICJS\SHELLHAR\corp ltr wpd

**ARTICLES OF MERGER**

**OF**

**SHELL HARBOR INN RESORT & CLUB I CONDOMINIUM ASSOCIATION, INC.,  
A FLORIDA NOT FOR PROFIT CORPORATION**

**AND**

**SHELL HARBOR INN RESORT & CLUB II CONDOMINIUM ASSOCIATION, INC.,**

**BOTH FLORIDA NOT FOR PROFIT CORPORATIONS**

**INTO**

**SHELL HARBOR INN RESORT & CLUB I CONDOMINIUM ASSOCIATION, INC.**

---

Pursuant to Section 617.1105 of the Florida Statutes, the undersigned corporations, Shell Harbor Inn Resort & Club I Condominium Association, Inc., a Florida not for profit corporation and Shell Harbor Inn Resort & Club II Condominium Association, Inc., both Florida not for profit corporations, adopt the following Articles of Merger for the purpose of merging Shell Harbor Inn Resort & Club I Condominium Association, Inc. and Shell Harbor Inn Resort & Club II Condominium Association, Inc., both Florida not for profit corporations, into Shell Harbor Inn Resort & Club I Condominium Association, Inc.

**PLAN OF MERGER**

1. The Plan of Merger setting forth the terms and conditions of the merger of Shell Harbor Inn Resort & Club I Condominium Association, Inc., is attached to these Articles as **Exhibit "A"**.

**ADOPTION OF PLAN**

2. Shell Harbor Inn Resort & Club I Condominium Association, Inc. has 15 members entitled to vote on the Plan of Merger. The Plan was adopted by written consent of the members. The Statement of Consent executed by the members of Shell Harbor Inn Resort & Club Condominium I Association, Inc. is attached to these Articles as **Exhibit "B"**.

3. Shell Harbor Inn Resort & Club II Condominium Association, Inc. has 15 members entitled to vote on the Plan of Merger. The Plan was adopted by written consent of the members. The Statement of Consent executed by the members of Shell Harbor Inn Resort & Club II Condominium Association, Inc. is attached to these Articles as **Exhibit "C"**.

**EFFECTIVE DATE**

4. The Plan of Merger shall be effective on the date these Articles are filed with the Department of State.

**IN WITNESS WHEREOF**, each of the undersigned corporations has caused these Articles to be signed this 27 day of December, 2002

SHELL HARBOR INN RESORT & CLUB I  
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
MARTIN SLAWSON, President

Attest:

By: [Signature] Secretary  
JOHN F. HOLMAN

SHELL HARBOR INN RESORT & CLUB II  
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
WILLIAM F. HARRISON, President

Attest:

By: [Signature] Secretary  
ROBERT FURRONE

## **EXHIBIT "A"**

### **AGREEMENT AND PLAN OF MERGER**

Agreement and Plan of Merger dated as of the 14 day of November, 20\_\_ by and between **SHELL HARBOR RESORT INN & CLUB II CONDOMINIUM ASSOCIATION, INC.**, a Florida Not for Profit Corporation, (herein referred to as non-surviving corporation), and **SHELL HARBOR RESORT INN & CLUB I CONDOMINIUM ASSOCIATION INC.**, a Florida Not for Profit Corporation (herein referred to as surviving corporation) said corporation being herein sometimes referred to as the "Constituent Corporation".

The non-surviving corporation is duly organized and existing under the laws of the State of Florida, having been incorporated thereunder on December 30, 1982. The surviving corporation is a corporation organized and existing under the laws of the State of Florida, having been incorporated thereunder on December 30, 1982. Both corporations were organized under their present names and such names have never been changed.

Neither corporation is authorized to issue shares. The non-surviving corporation currently has 15 members. The surviving corporation currently has 15 members.

The principal office of the non-surviving corporation is Shell Harbor Inn Resort & Club II Condominium Association, Inc., Attn: Association Management, P.O. Box 194, Captiva Island, Florida 33924. The registered office of the surviving corporation is located at 13000 Captiva Road, Captiva Island, Florida 33924 and South Seas Plantation Resort is the registered agent thereof upon whom process against the Florida Corporation may be served.

The Board of Directors of the non-surviving corporation and the Board of Directors of the surviving corporation deem it to be to the benefit and advantage of each of said corporations and their respective members that said corporations merge under and pursuant to the provisions of Section 617.1105 of the Florida Statutes, and the Board of Directors of the constituent corporation, by resolution duly adopted, have approved this Agreement and Plan of Merger (sometimes herein called the "Agreement"), and the Directors of each has duly authorized the execution of the same, and each of said Board of Directors has directed that the Agreement be submitted to a vote of the respective members of the non-surviving and surviving corporation entitled to vote thereon (namely all of the members of each) for the purpose, among others, of considering approval of the Agreement.

In consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that in accordance with Section 617.1105 of the Florida Statutes, the non-surviving corporation shall be merged with and into the surviving corporation and that the terms and conditions of such merger and the mode of carrying it into effect are, and shall be, as herein set forth.

## **ARTICLE I**

Except as herein specifically set forth, the corporate existence of the surviving corporation, with all its purposes, powers and objects shall continue in effect and unimpaired by the merger, and the corporate identity and existence, with all the purposes, powers and objects of the non-surviving corporation shall be merged into the surviving corporation and the surviving corporation, as the corporation surviving the merger, shall be fully vested therewith. The separate existence and corporate organization of the non-surviving corporation shall cease as soon as the merger shall become effective as herein provided and thereupon the non-surviving corporation and the surviving corporation shall be a single corporation, to wit, the surviving corporation. This Agreement shall continue in effect and the merger shall become effective only if the Agreement is adopted by the members of the constituent corporation as provided in Article IX hereof. Upon such adoption, that fact shall be certified upon the Agreement of the Secretary or Assistant Secretary of each of the constituent corporation, under the seals thereof. Thereupon, complying with the requirements of Section 617.1103 of the Florida Statutes, the Agreement shall be filed in the office of the Secretary of State of Florida and a copy of this Agreement, certified by the Secretary of State of Florida, shall be recorded in the office of the Clerk of Courts of Lee County in the State of Florida.

Effective on the date of the first Annual Meeting following the merger of the individual Shell Harbor Inn Resort & Club II Condominium Associations into Shell Harbor Resort Inn & Club I Condominium Association, Inc., there shall be five (5) directors with each Condominium entitled to at least two (2) representatives, on the Board of Directors. The election shall be bifurcated so that each Condominium shall elect two (2) representatives to the Board from the list of eligible candidates from that Condominium who are vying for said position, and only the votes from that particular Condominium shall be counted in electing their representative to the Board. The last seat on the Board shall serve on an annual basis and shall be elected by all members of the Association "at large." Except for the "at large" members on the Board, notwithstanding anything herein stated to the contrary, in the case a vacancy shall occur, the vacancy shall be filled by the remaining members on the Board who shall appoint an individual member from the same Condominium where the vacancy occurred.

The merger shall become effective when the necessary filing shall have been accomplished in Florida. The date when the merger becomes effective is sometimes herein referred to as the "effective date of the merger".

## **ARTICLE II**

Upon the effective date of the merger, the Articles of Incorporation of Shell Harbor Inn Resort & Club Condominium Association, Inc. as hereinafter amended shall be the Articles of Incorporation of the surviving corporation. Effective with this merger, the name of the surviving corporation, Shell Harbor Inn Resort & Club I Condominium Association, Inc., is amended to Shell Harbor Inn Resort & Club Condominium Association, Inc. Said Articles of Incorporation are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full.

## **ARTICLE III**

Upon the effective date of the merger, the By-Laws of Shell Harbor Inn Resort & Club Condominium Association, Inc. shall be the By-Laws of the surviving corporation until the same shall be thereafter altered, amended or repealed in accordance with the law, the Articles of Incorporation and said By-Laws.

## **ARTICLE IV**

Upon the effective date of the merger, the surviving corporation shall continue in existence and without further transfer succeed to and possess all the rights, privileges and purposes of each of the constituent corporation and all of the property, real and personal, including causes of action, and every other asset of each of the constituent corporation shall vest in the surviving corporation without further act or deed, and the surviving corporation shall be liable for all the liabilities, obligations, and penalties of each of the constituent corporation. No liability or obligation due or to become due, claim or demand for any cause existing against either corporation, or any member, officer, director or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against either constituent corporation, or any member, officer, director or employee thereof shall abate or be discontinued by such merger but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred, or the surviving corporation may be substituted in any action or proceeding in place of either constituent corporation. Notwithstanding the foregoing, should any claim brought after the merger relate back to or have arisen prior to the merger, the claim or any expense incurred in defending such claim shall be assessed only against the properties or units which were under the pre-merger Association which incurred the loss, claim or liability.

If at any time the surviving corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to best perfect or confirm of record in the surviving corporation the title of any property or rights of the constituent corporation or otherwise to carry out the provisions thereof, the proper officers and directors of the constituent corporation, as of the effective date of the merger, shall execute and deliver any and all proper deeds, assignments and assurances in law and do all things necessary or proper to best perfect or confirm title to such property or rights in the surviving corporation and otherwise to carry out the provisions thereof.



#### **ARTICLE V**

Upon the effective date of the merger, each membership of the non-surviving corporation, shall be and become converted into a membership in the surviving corporation. Each member of the non-surviving corporation shall be entitled to precisely the same rights he would enjoy if he held membership in the surviving corporation.

#### **ARTICLE VI**

In order to perfect the merger, the Articles of Incorporation of the surviving corporation are hereby amended by striking all of Article I and substituting the following: "Article I: The name of the corporation is Shell Harbor Inn Resort & Club Condominium Association, Inc."

#### **ARTICLE VII**

The officers of the surviving corporation at the effective date of the merger shall serve as the officers of the corporation, until their successors shall have been elected and shall qualify, or as otherwise provided in the By-Laws of the surviving corporation. The directors of both the surviving corporation and the non-surviving corporation shall serve as directors of the corporation, until their successors shall have been elected and shall qualify, or as otherwise provided in the By-Laws of the surviving corporation. If, on or after the effective date of the merger, a vacancy shall exist in the Board of Directors of the surviving corporation, or in any of the offices specified above, such vacancy may be filled in the manner provided in the By-Laws of the surviving corporation.

#### **ARTICLE VIII**

All corporate acts, plans, policies, approvals, and authorizations of the non-surviving corporation, its members, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the surviving corporation and shall be effective and binding thereon as they were on the non-surviving corporation. Such merger shall not in itself effect any other change in such plans or rights. The employees of the non-surviving corporation shall become the employees of the surviving corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of the non-surviving corporation.

#### **ARTICLE IX**

This Agreement of Merger shall be submitted to the members of each of the constituent corporation as provided by the applicable laws of the State of Florida. There shall be required for the adoption of this Agreement by (i) the non-surviving corporation - the affirmative vote of the holders of at least a majority of the membership of the

corporation and by (ii) the surviving corporation - the affirmative vote of the holders of at least a majority of the membership of the corporation. In addition, consummation of the merger shall be subject to obtaining any consents or approvals determined by the respective Boards of Directors of the constituent corporation to be necessary to effect such merger.

#### **ARTICLE X**

The surviving corporation hereby agrees that it may be served with process in any proceedings for enforcement of any obligation of the non-surviving corporation as well as for the enforcement of any obligation resulting from the merger.

#### **ARTICLE XI**

This Agreement and the merger may be terminated and abandoned by resolutions of the Board of Directors of the non-surviving corporation and the surviving corporation prior to the merger becoming effective. In the event of the termination and the abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Article XI, this Agreement shall become void and of no further effect without any liability on the part of either of the constituent corporation or its stockholders or the directors or officers in respect thereof.

#### **ARTICLE XII**

This Agreement and Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

**IN WITNESS WHEREOF**, each party of this Agreement and Plan of Merger pursuant to authority duly given by its respective Board of Directors has caused these presents to be executed on its behalf by its President and its Corporate Seal to be hereunto affixed and attested to by its Secretary as of the day and year first hereinabove written.

SHELL HARBOR INN & RESORT CLUB I  
CONDOMINIUM ASSOCIATION, INC.

By: 

MARTIN CLAWSON, President

Attest:

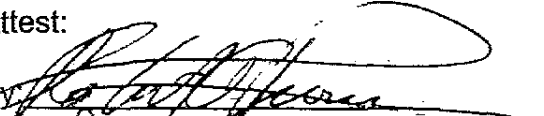
By: 

JOHN F. HOLMAN, Secretary

SHELL HARBOR INN & RESORT CLUB II  
CONDOMINIUM ASSOCIATION, INC.

By:   
William F. Harrison, President

Attest:

By:   
Robert Purdine, Secretary

F:\WPDATA\CJS\FORMS\CONDO\MERGER\SHELL\_HARBOR.AGREEMENT.wpd

**RESOLUTION OF THE DIRECTORS OF  
SHELL HARBOR INN RESORT & CLUB II CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, there has been presented to and discussed at this meeting of the board of directors of Shell Harbor Inn Resort & Club II Condominium Association, Inc. a proposed plan providing for the merger of the corporation with Shell Harbor Inn Resort & Club I Condominium Association, Inc., both Florida Not for Profit Corporations, a copy of which plan the secretary is hereby directed to insert in the minute book of the corporation immediately following the minutes of this meeting; and

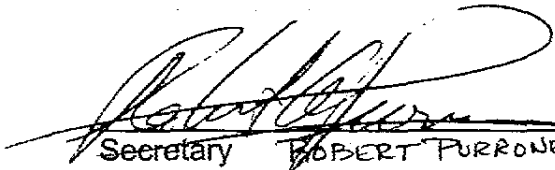
**WHEREAS**, it is deemed in the best business interest of the corporation and its members that this corporation merge according to the terms of such plan; it is

**RESOLVED**, that the merger of this corporation with Shell Harbor Inn Resort & Club I Condominium Association, Inc., a Florida Not for Profit Corporation, and the terms and conditions of the proposed plan for carrying such merger into effect are hereby adopted and approved;

**FURTHER RESOLVED**, that the appropriate officers of this corporation are hereby authorized and directed to execute all documents and to take all actions they may deem necessary or advisable to carry out and accomplish the purposes of this resolution.

**FURTHER RESOLVED**, that the officers of this corporation are hereby authorized and directed to take such steps as they may deem necessary and proper to obtain the approval of the plan by the members of this corporation.

DATED this 2 day of December, 2002

  
Secretary **ROBERT PURRONE**

**RESOLUTION OF THE DIRECTORS OF  
SHELL HARBOR INN RESORT & CLUB I CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, there has been presented to and discussed at this meeting of the board of directors of Shell Harbor Inn Resort & Club I Condominium Association, Inc. a proposed plan providing for the merger of the corporation with Shell Harbor Inn Resort & Club II Condominium Association, Inc., both Florida Not for Profit Corporations, a copy of which plan the secretary is hereby directed to insert in the minute book of the corporation immediately following the minutes of this meeting; and


**WHEREAS**, it is deemed in the best business interest of the corporation and its members that this corporation merge according to the terms of such plan; it is

**RESOLVED**, that the merger of this corporation with Shell Harbor Inn Resort & Club II Condominium Association, Inc., a Florida Not for Profit Corporation, and the terms and conditions of the proposed plan for carrying such merger into effect are hereby adopted and approved;

**FURTHER RESOLVED**, that the appropriate officers of this corporation are hereby authorized and directed to execute all documents and to take all actions they may deem necessary or advisable to carry out and accomplish the purposes of this resolution.

**FURTHER RESOLVED**, that the officers of this corporation are hereby authorized and directed to take such steps as they may deem necessary and proper to obtain the approval of the plan by the members of this corporation.

DATED this 2 day of December, 2002

  
Secretary JOHN F. HOLMAN

**EXHIBIT "B"**

**STATEMENT OF CONSENT OF THE MEMBERS OF  
SHELL HARBOR INN RESORT & CLUB I CONDOMINIUM ASSOCIATION, INC.  
ADOPTING PLAN OF MERGER**

**WHEREAS**, the board of directors of this corporation has approved a plan of merger at a meeting of directors duly held at Samuel Inn on the 14 day of November, 2002 and ordered such plan to be submitted to the members for approval at this meeting as provided by law; it is

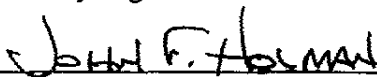
**RESOLVED**, that the members of this corporation hereby ratify and adopt the plan of merger dated the 14 day of Nov., 2002 between the corporation and Shell Harbor Inn Resort & Club II Condominium Association, Inc., both Florida Not for Profit Corporations, and direct the secretary of the corporation to insert a copy of such plan in the minute book of the corporation immediately following the minutes of this meeting; and

**FURTHER RESOLVED**, that the officers of this corporation are hereby authorized and directed to execute all documents and take such further action as may be deemed necessary or advisable to carry out and accomplish the purposes of this resolution.

DATED this 2 day of December, 2002

Member(s):

  
Secretary Signature

  
Printed

**EXHIBIT "C"**

**STATEMENT OF CONSENT OF THE MEMBERS OF  
SHELL HARBOR INN RESORT & CLUB II CONDOMINIUM ASSOCIATION, INC.  
ADOPTING PLAN OF MERGER**


**WHEREAS**, the board of directors of this corporation has approved a plan of merger at a meeting of directors duly held at Sanibel Inn on the 14 day of November, 2002 and ordered such plan to be submitted to the members for approval at this meeting as provided by law; it is

**RESOLVED**, that the members of this corporation hereby ratify and adopt the plan of merger dated the 14<sup>th</sup> day of Nov., 2002 between the corporation and Shell Harbor Inn Resort & Club I Condominium Association, Inc., both Florida Not for Profit Corporations, and direct the secretary of the corporation to insert a copy of such plan in the minute book of the corporation immediately following the minutes of this meeting; and

**FURTHER RESOLVED**, that the officers of this corporation are hereby authorized and directed to execute all documents and take such further action as may be deemed necessary or advisable to carry out and accomplish the purposes of this resolution.

DATED this 2 day of December, 2002.

Member(s):

  
Secretary Signature  
Robert Perrone  
Printed