

ND10000008226

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

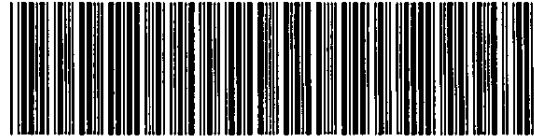
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800312764648

05/07/18--01038--011 **140.00

FILED
2018 MAY 11 AM 10:11
SECRETARY OF STATE
TALLAHASSEE, FL 32309

M. J. Albritton

MAY 14 2018
I ALBRITTON



GOEDE / ADAMCZYK / DEBOEST / CROSS

ATTORNEYS AND PROFESSIONAL COUNSEL

INFO@GADCLAW.COM / WWW.GADCLAW.COM

May 1, 2018

Via Certified Mail, RRR

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

**Re: Articles of Merger – Altessa at Vasari Village Association, Inc.
Document No. N01000008226**

Dear Sir or Madam:

This firm has the pleasure of representing Altessa at Vasari Village Association, Inc. Enclosed herein please find the Articles of Merger pertaining to the surviving corporation, Altessa at Vasari Village Association, Inc., into which the following corporations shall merge:

Altessa I at Vasari Condominium Association, Inc.
Altessa II at Vasari Condominium Association, Inc.
Altessa III at Vasari Condominium Association, Inc.

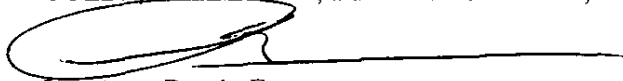
The adopted and executed Plan of Merger is also enclosed herein for process. Finally, also enclosed please find Check No. 19000 to the order of the Florida Department of State in the sum of \$140.00, representing the filing fee to process the Articles.

Upon completion, any correspondence may be returned to this firm at: Goede, Adamczyk, DeBoest & Cross, PLLC, 8950 Fontana Del Sol Way, Ste. 100, Naples, Florida 34109. Should you have any questions, please do not hesitate to contact me at (239) 331-5100.

Thank you for your attention to this matter.

Sincerely,

GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC



Lee-Anne Bosch, Esq.

Enclosures
CC: Client

ARTICLES OF MERGER

OF

**ALTESSA I AT VASARI
CONDOMINIUM ASSOCIATION, INC.**

**ALTESSA III AT VASARI
CONDOMINIUM ASSOCIATION, INC.**

**ALTESSA II AT VASARI
CONDOMINIUM ASSOCIATION, INC.**

**ALTESSA AT VASARI
VILLAGE ASSOCIATION, INC.**

Pursuant to Florida Statute section 617.1105, the undersigned corporations affirm and adopt the following:

1. The Plan of Merger of Altessa at Vasari Village Association, Inc., Altessa I at Vasari Condominium Association, Inc., Altessa II at Vasari Condominium Association, Inc., and Altessa III at Vasari Condominium Association, Inc., all Florida not for profit corporation, has been duly approved as follows:
 - (a) By unanimous approval of the Board of Directors of Altessa at Vasari Village Association, Inc. at a duly noticed meeting, and by the necessary voting interests of the membership of Altessa at Vasari Village Association, Inc. at a duly noticed membership meeting on the 16th day of March, 2018.
 - (b) By unanimous approval of the Board of Directors of Altessa I at Vasari Condominium Association, Inc. at a duly noticed meeting, and by the necessary Voting Interests of the membership of Altessa I at Vasari Condominium Association, Inc. at a duly notice membership meeting on the 16th day of March, 2018.
 - (c) By unanimous approval of the Board of Directors of Altessa II at Vasari Condominium Association, Inc. at a duly noticed meeting, and by the necessary Voting Interests of the membership of Altessa II at Vasari Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of March, 2018.
 - (d) By unanimous approval of the Board of Directors of Altessa III at Vasari Condominium Association, Inc. at a duly noticed meeting, and by the necessary Voting Interests of the membership of Altessa III at Vasari Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of March, 2018.
2. The surviving corporation shall be Altessa at Vasari Village Association, Inc., a Florida not for profit corporation.
3. The merging corporations shall be Altessa I at Vasari Condominium Association, Inc., Altessa II at Vasari Condominium Association, Inc., and Altessa III at Vasari Condominium Association, Inc., all Florida not for profit corporations.

2/14/2018 5:26 PM

4. The Plan of Merger adopted by the surviving corporation and merging corporations is attached hereto as Exhibit "A" and incorporated by reference.
5. The Articles of Incorporation of the surviving corporation are the Amended and Restated Articles of Incorporation attached hereto as Exhibit "B", and shall be the Articles of Incorporation of the surviving corporation.
6. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

ALTESSA I AT VASARI
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: BARRY SANDS
Its: President
Dated this 16th day of March, 2018

ALTESSA III AT VASARI
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: DIANE SHEIN
Its: President
Dated this 16th day of March, 2018

ALTESSA II AT VASARI
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: MARIO LUCCHESI
Its: President
Dated this 16th day of March, 2018

ALTESSA IV AT VASARI
VILLAGE ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: DIANE SHEIN
Its: President
Dated this 16th day of March, 2018

PLAN OF MERGER

**ALTESSA I AT VASARI CONDOMINIUM ASSOCIATION, INC.
ALTESSA II AT VASARI CONDOMINIUM ASSOCIATION, INC.
ALTESSA III AT VASARI CONDOMINIUM ASSOCIATION, INC.
ALTESSA AT VASARI VILLAGE ASSOCIATION, INC.**

WHEREAS, Altessa I at Vasari Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain common condominium facilities serving Altessa I at Vasari, a Condominium, as more particularly described in the Declaration of Condominium of Altessa I at Vasari, a Condominium, recorded at Official Records Book 03681 Page 2093, of the Public Records of Lee County, Florida; and

WHEREAS, Altessa II at Vasari Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving Altessa II at Vasari, a Condominium, as more particularly described in the Declaration of Condominium of Altessa II at Vasari, a Condominium, recorded at Official Records Book 03911, Page 0930, of the Public Records of Lee County, Florida; and

WHEREAS, Altessa III at Vasari Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving Altessa III at Vasari, a Condominium, as more particularly described in the Declaration of Condominium of Altessa III at Vasari, a Condominium, recorded at Official Records Book 04490 Page 2079, of the Public Records of Lee County, Florida; and

WHEREAS, Altessa at Vasari Village Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreation and other common facilities and landscaped areas serving Altessa at Vasari Village, a neighborhood located in the planned residential community known as Vasari in Lee County, Florida, as more particularly described in the Declaration of Covenants for Altessa at Vasari Village recorded at Official Records Book 03681 Page 2057, of the Public Records of Lee County, Florida.

WHEREAS, the Boards of Directors of the above-named corporations have met and determined that simplicity and economy of operation of the condominiums and the community will be enhanced by the merger of the aforementioned corporations into a single operating entity.

THEREFORE BE IT RESOLVED that pursuant to Florida Statutes sections 617.1101 through 617.1103, the following plan of merger is hereby adopted.



1. The following not-for-profit corporations shall be the **MERGING CORPORATIONS**:

- a) Altessa I at Vasari Condominium Association, Inc.
- b) Altessa II at Vasari Condominium Association, Inc.; and
- c) Altessa III at Vasari Condominium Association, Inc.

The following not-for-profit corporation shall be the **SURVIVING CORPORATION**:

- a) Altessa at Vasari Village Association, Inc.
2. Subsequent to the merger, the following corporations shall be subject to the Articles of Incorporation and By-Laws of Altessa at Vasari Village Association, Inc., as amended:
- a) Altessa I at Vasari Condominium Association, Inc.
 - b) Altessa II at Vasari Condominium Association, Inc.; and
 - c) Altessa III at Vasari Condominium Association, Inc.
3. Altessa at Vasari Village Association, Inc. shall, upon the merger, assume all the powers, rights, duties, assets and liabilities of:
- a) Altessa I at Vasari Condominium Association, Inc.
 - b) Altessa II at Vasari Condominium Association, Inc.; and
 - c) Altessa III at Vasari Condominium Association, Inc.
4. Following the adoption of the Plan of Merger, the Surviving Corporation shall remain known as Altessa at Vasari Village Association, Inc., a Florida not for profit corporation.
5. The adoption of this plan of merger shall not be construed as a consolidation of the Condominiums and the communities operated by the merging corporations;
6. The merging corporations and the surviving corporation acknowledge that each condominium is governed by Florida Statutes Chapter 718, and specifically Florida Statutes section 718.112(f) which requires each condominium subject to this Plan of Merger to maintain reserves accounts for capital expenditures and deferred maintenance as required by F.S. 718.112(f). The surviving corporations and merging corporation acknowledge and consent that the reserve accounts and common surplus enjoyed by each condominium shall be maintained and exist for the sole ownership of each condominium and kept separate. Further, any common surplus enjoyed by a condominium shall remain an asset of the respective members of said condominium and of the respective merging corporation.
7. This Plan of Merger shall become effective upon the approval of the Boards of Directors and membership of each merging corporation and the surviving corporation, pursuant to Florida Statutes section 617.1103, the adoption of the necessary amendments to the condominium documents attached hereto and the filing of the Articles of Merger with the Florida Department of State pursuant to Florida Statutes section 617.1105.

ALTESSA I AT VASARI CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: RAMON SANDS
Its: _____
Dated this 18 day of April, 2018

ALTESSA II AT VASARI CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: MARIO LUCCHESI
Its: _____
Dated this 20 day of _____, 2018

ALTESSA III AT VASARI CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: DIANE SHEIN
Printed Name: Diane Shein
Its: _____
Dated this 20 day of APRIL, 2018

ALTESSA AT VASARI VILLAGE ASSOCIATION, INC.,
A Florida not for profit corporation,

By: DIANE SHEIN
Printed Name: Diane Shein
Its: _____
Dated this 20 day of APRIL, 2018

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.**

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

ALTESSA AT VASARI VILLAGE ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for Altessa at Vasari Village Association, Inc., a Florida corporation not for profit, which was originally incorporated on November 21, 2001, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

All capitalized terms used but not otherwise defined herein will have the meaning set forth in that certain Declaration of Covenants for Altessa at Vasari Village, recorded at Official Records Book 03681 Page 2057 of the Public Records of Lee County, Florida, as amended (the "Declaration").

ARTICLE I

NAME AND ADDRESS: The name of the corporation, herein called the "Village Association", is Altessa at Vasari Village Association, Inc., and its address is c/o Resort Management at 2685 Horseshoe Drive, #215, Naples, FL 34104.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Village Association is organized is to provide an entity pursuant to the Florida Condominium Act as a multi-condominium association for the operation of the condominium known as Altessa at Vasari Village, located in Lee County, Florida, and each Condominium within the Altessa Village as set forth in the Association's Governing Documents.

The Village Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Village Association shall be distributed or inure to the private benefit of any member, Director or Officer. For the accomplishment of its purposes, the Village Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, Governing Documents, the Condominium Documents; and it shall have all of the powers and duties reasonably necessary to operate the Common Areas and each



Condominium governed by it pursuant to the Association's Governing Documents and the Condominium Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect Assessments against members of the Village Association to defray the costs, expenses and losses of the Village Association, and to use the funds in the exercise of its powers and duties.

(B) To own, acquire and convey land, and to protect, maintain, repair, replace and operate the Common Areas, Common Elements, and Association Property and such other lands which the Village Association is responsible to maintain.

(C) To purchase insurance for the protection of the Village Association and its members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Condominium Property.

(E) To make, amend and enforce reasonable Rules and Regulations governing the operation of the Village Association and the use, maintenance, occupancy, alteration, transfer and appearance of Common Areas, Units, Common Elements and Limited Common Elements, subject to any limits set forth in the Governing Documents of the Village Association and each Condominium.

(F) To approve or disapprove the transfer, leasing and occupancy of Units, as provided in the Governing Documents and the Condominium Documents.

(G) To enforce the provisions of the Condominium Act, the Declaration, the Condominium Documents, these Articles, the Bylaws and any Rules and Regulations of the Village Association.

(H) To contract for the management and maintenance of the Association Property, the Condominiums, and the Common Areas, and to delegate any powers and duties of the Village Association in connection therewith except such as are specifically required by law or by the Governing Documents or the Condominium Documents to be exercised by the Board of Directors or the membership of the Village Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Village Association.

(J) To borrow money, in the sole discretion of the Board, as necessary to perform its other functions hereunder, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills or exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any

thereof, and of the interest thereon, by means of a mortgage, pledge conveyance or assignment in trust, of the whole or any part of the rights or property of the Village Association, whether at the time owned or thereafter acquired.

(K) To grant, modify or move any easement in the manner provided in the Governing Documents and the Condominium Documents.

(L) To assist, cooperatively with the Florida corporation not for profit established for the purpose of operating the community known as "Vasari" (the "Club"), in the administration and enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements for Vasari Country Club, as amended from time to time.

(M) To landscape all lands owned by the Village Association, and all lands which the Village Association is responsible to maintain, and to contribute to the artistic and architectural building and construction standards of all lands owned or maintained by the Village Association, and all buildings and improvements situate thereon.

(N) To make available to the Members of the Village Association, services and facilities for the enjoyment of the properties herein mentioned, and to promote the social welfare, security, pleasure, recreation, entertainment, and common good of the Members.

(O) To participate in mergers and consolidations with other non-profit corporations organized for the operation of property within the Altessa Village, or to annex additional property and common area.

All funds and the title to all property acquired by the Village Association shall be held for the benefit of the members in accordance with the provisions of the Governing Documents and Condominium Documents.

ARTICLE III

MEMBERSHIP:

(A) The Members of the Village Association shall be the record owners of a fee simple interest in one or more Units in the Condominiums, as further provided in the Bylaws.

(B) The share of a Member in the funds and assets of the Village Association cannot be assigned, withdrawn, or transferred in any manner.

(C) The Owners of each Unit, collectively, shall be entitled to one (1) vote in Village Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws. The total number of Units is eighty eight (88).

ARTICLE IV

TERM: The term of the Village Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Village Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Village Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

(B) Directors of the Village Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Village Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Village Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

(A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the Voting Interests of the Village Association.

(B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or Unit Owners, such proposed amendment shall be submitted to a vote of the Unit Owners not later than the next annual meeting for which proper notice can be given.

(C) **Vote Required.** Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least a majority (51%) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. The Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and restate the Articles in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board

shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Lee County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

INDEMNIFICATION.

(A) Indemnity. The Village Association shall indemnify and hold harmless any Officer, Director, or committee member 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, Officer, or committee member of the Village 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 (i) a court of competent jurisdiction finally determines, after all 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 in or not opposed to the best interest of the Village Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Village Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, Officer, or committee member of the Village Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Village 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, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Village Association as authorized by this Article VIII.

(D) Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under

any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Village Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Village Association, or 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 Village Association would have the power to indemnify him against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.