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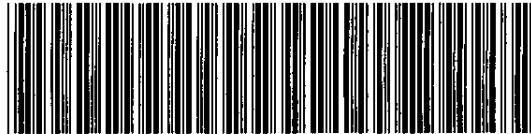
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November 30, 2007

Reply To:
Fort Myers
jadams@becker-poliakoff.com

Division of Corporation
Attn: Merger Department
409 East Gaines Street
Tallahassee, Florida 32399

**Re: Articles of Merger/Plan of Merger Oxford Pointe at Crown Colony
Condominium Association, Inc.; Oxford Pointe II at Crown Colony
Condominium Association, Inc.; Oxford Pointe III at Crown Colony
Condominium Association, Inc.; and Oxford Pointe IV at Crown
Colony Condominium Association, Inc.**

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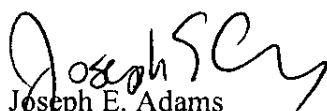
To whom it may concern:

Enclosed herewith please find Articles of Merger, Plan of Merger and Amended and Restated Articles of Incorporation for the above-referenced Associations. Also enclosed is check number 2040 in the amount of \$140.00, which represents the filing fee for same.

Once the Articles of Merger, Plan of Merger and Amended and Restated Articles of Incorporation are filed, please return a stamped copy of same in the envelope provided.

Should you have any questions, please feel free to contact me.

Very truly yours,


Joseph E. Adams
For the Firm

Enclosures (as stated)

JEa/sds
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16509

ARTICLES OF MERGER

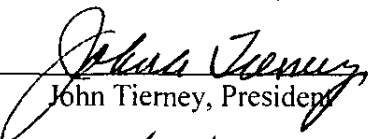
OXFORD POINTE AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.
OXFORD POINTE II AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.
OXFORD POINTE III AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.
OXFORD POINTE IV AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.051 to 617.1103, Florida Statutes (2007), the undersigned corporations affirm and adopt the following:

1. The Plan of Merger of Oxford Pointe at Crown Colony Condominium Association, Inc.; Oxford Pointe II at Crown Colony Condominium Association, Inc.; Oxford Pointe III at Crown Colony Condominium Association, Inc.; and Oxford Pointe IV at Crown Colony Condominium Association, Inc., all Florida corporations not-for-profit, has been duly approved, as follows:
 - (a) By unanimous approval of the Board of Directors of Oxford Pointe at Crown Colony Condominium Association, Inc. at a meeting held October 24, 2007, and by the membership of that Association at a membership meeting held November 19, 2007.
 - (b) By unanimous approval of the Board of Directors of Oxford Pointe II at Crown Colony Condominium Association, Inc. at a meeting held October 24, 2007, and by the membership of that Association at a membership meeting held November 19, 2007.
 - (c) By unanimous approval of the Board of Directors of Oxford Pointe III at Crown Colony Condominium Association, Inc. at a meeting held October 24, 2007, and by the membership of that Association at a membership meeting held November 19, 2007.
 - (d) By unanimous approval of the Board of Directors of Oxford Pointe IV at Crown Colony Condominium Association, Inc. at a meeting held October 24, 2007, and by the membership of that Association at a membership meeting held November 17, 2007.
2. The surviving corporation shall be Oxford Pointe at Crown Colony Condominium Association, Inc., a Florida corporation not-for-profit.
3. The merging corporations shall be Oxford Pointe II at Crown Colony Condominium Association, Inc., Oxford Pointe III at Crown Colony Condominium Association, Inc., and Oxford Pointe IV at Crown Colony Condominium Association, Inc., all Florida corporations not for profit corporations.

4. As to Oxford Pointe at Crown Colony Condominium Association, Inc. (surviving corporation), the Plan of Merger was adopted by a vote of 19 members in favor and 0 members opposed at a meeting of the surviving corporation held on November 19, 2007.
5. As to Oxford Pointe II at Crown Colony Condominium Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 44 members in favor and 3 members opposed at a meeting of the merging corporation held on November 19, 2007.
6. As to Oxford Pointe III at Crown Colony Condominium Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 40 members in favor and 0 members opposed at a meeting of the merging corporation held on November 19, 2007.
7. As to Oxford Pointe IV at Crown Colony Condominium Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 41 members in favor and 0 members opposed at a meeting of the merging corporation held on November 19, 2007.
8. The Plan of Merger adopted by the corporations is attached herewith to these Articles of Merger.
9. The Articles of Incorporation of the surviving corporation are the Amended and Restated Articles of Incorporation attached hereto, are and shall be the Articles of Incorporation of the surviving corporation.
10. The merger shall become effective on January 1, 2008, or on the date of the Articles of Merger are filed with the Florida Department of State, whichever occurs later, as provided in the Plan of Merger.

OXFORD POINTE AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.

By: 
John Tierney, President

Date: 11/23/07

(CORPORATE SEAL)

OXFORD POINTE II AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.,
A MERGING CORPORATION

By: Ray Protheroe
Ray Protheroe, President

Date: 11-21-07

(CORPORATE SEAL)

OXFORD POINTE III AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.,
A MERGING CORPORATION

By: Jerry Jones
Jerry Jones, President

Date: 11-21-07

(CORPORATE SEAL)

OXFORD POINTE IV AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.,
A MERGING CORPORATION

By: Carl Fazio
Carl Fazio, President

Date: 11-21-07

(CORPORATE SEAL)

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PLAN OF MERGER

OXFORD POINTE AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

OXFORD POINTE II AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

OXFORD POINTE III AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

OXFORD POINTE IV AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

WHEREAS, Oxford Pointe at Crown Colony Condominium Association, Inc., a Florida Corporation not for profit, is the corporate entity responsible for the operation and management of Oxford Pointe at Crown Colony, a Condominium, as more particularly described in the Declaration of Condominium thereof, recorded at OR Book 3496, Page 3729, *et seq.*, of the Public Records of Lee County, Florida, and as amended; and

WHEREAS, Oxford Pointe II at Crown Colony Condominium Association, Inc., a Florida Corporation not for profit, is the corporate entity responsible for the operation and management of Oxford Pointe II at Crown Colony, a Condominium, as more particularly described in the Declaration of Condominium thereof, recorded at OR Book 3611, Page 1044, *et seq.*, of the Public Records of Lee County, Florida, and as amended; and

WHEREAS, Oxford Pointe III at Crown Colony Condominium Association, Inc., a Florida Corporation not for profit, is the corporate entity responsible for the operation and management of Oxford Pointe III at Crown Colony, a Condominium, as more particularly described in the Declaration of Condominium thereof, recorded at OR Book 4054, Page 4691, *et seq.*, of the Public Records of Lee County, Florida, and as amended; and

WHEREAS, Oxford Pointe IV at Crown Colony Condominium Association, Inc., a Florida Corporation not for profit, is the corporate entity responsible for the operation and management of Oxford Pointe IV at Crown Colony, a Condominium, as more particularly described in the Declaration of Condominium thereof, recorded at OR Book 4604, Page 3615, *et seq.*, of the Public Records of Lee County, Florida, and as amended; and

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

THEREFORE BE IT RESOLVED that pursuant to Section 617.1101 to 617.1103, Florida Statutes (2007), the following plan of merger is hereby adopted.

1. Oxford Pointe II at Crown Colony Condominium Association, Inc., Oxford Pointe III at Crown Colony Condominium Association, Inc. and Oxford Pointe IV at Crown Colony Condominium Association, Inc., all Florida corporations not-for-profit, shall be the merging corporations, and Oxford Pointe at Crown Colony

Condominium Association, Inc., a Florida not for profit corporation, shall be the surviving corporation.

2. Subsequent to the merger, Oxford Pointe II at Crown Colony Condominium Association, Inc., Oxford Pointe III at Crown Colony Condominium Association, Inc. and Oxford Pointe IV at Crown Colony Condominium Association, Inc. will be subject to the Articles of Incorporation and By-Laws of Oxford Pointe at Crown Colony Condominium Association, Inc., as amended.
3. Oxford Pointe at Crown Colony Condominium Association, Inc. shall, upon the merger, assume all the powers, rights, causes of action, *choses in action*, duties, assets and liabilities of Oxford Pointe II at Crown Colony Condominium Association, Inc., Oxford Pointe III at Crown Colony Condominium Association, Inc. and Oxford Pointe IV at Crown Colony Condominium Association, Inc. 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 corporations and all of the property, real and personal, including causes of action, and every other asset of each of the constituent corporations shall vest in the surviving corporation without further act or deed, and 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 corporations. 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.

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 corporations or otherwise to carry out the provisions thereof, the proper officers and directors of the constituent corporations, 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.

4. The adoption of this plan of merger shall not be construed as a consolidation of the Condominiums operated by the merging corporations. The surviving corporation shall operate as a multi-condominium association.

5. This Plan of Merger shall become effective upon the approval of the Boards of Directors and membership of each merging corporation, pursuant to Section 617.1103, Florida Statutes, the adoption of the amendments to the Condominium Documents attached hereto and the filing of Articles of Merger with the Department of State pursuant to Section 617.1105, Florida Statutes (2007), or January 1, 2008 at 12:01 A.M., whichever is later.
6. The Board of Directors of the surviving corporation, as of the effective date of the merger shall be seated as follows. The Board of Directors of each merging corporation and the surviving corporation shall each appoint one of their members (i.e. a member of their Board) to serve as an Initial Director for the surviving corporation. In the absence of such designation, the Presidents of the respective corporations shall serve as the corporation's designee to the Initial Board. The four (4) directors shall then, by majority vote, appoint a fifth person to serve as the fifth member of the Initial Board. The five members of the Initial Board shall promptly hold an organizational meeting and elect officers, as provided in the Amended and Restated Bylaws of the surviving corporation, as are contemplated in connection with this Plan of Merger. The Initial Board of Directors shall serve until the first annual meeting of the surviving corporation, which shall be held no later than December 31, 2008. In connection with such election, a five member Board will be seated, with two-year staggered terms. Two members of this Board will be elected for a one-year term and three members will be elected for a two-year term. Thereafter, all Directors will be elected for a two-year term. The election of Directors shall be conducted on an "at large" basis, meaning that Unit Owners in any of the respective Condominiums will be entitled to run for seats on the Board of Directors.

**OXFORD POINTE AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.**

BY: _____

John Tierney
John Tierney, President

Date: 11/27/07

(CORPORATE SEAL)

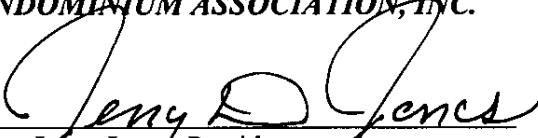
**OXFORD POINTE II AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.**

BY: 
Ray Brotheroe, President

Date: 11.21.07

(CORPORATE SEAL)

**OXFORD POINTE III AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.**

BY: 
Jerry Jones, President

Date: 11-21-07.

(CORPORATE SEAL)

**OXFORD POINTE IV AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.**

BY: 
Carl Fazio, President

Date: 11/21/07

(CORPORATE SEAL)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OXFORD POINTE AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

These are the Amended and Restated Articles of Incorporation for Oxford Pointe at Crown Colony Condominium Association, Inc., originally filed with the Florida Department of State the 16th day of June, 2000, under Charter Number N00000003970. Matters of only historical interest have been omitted. Amendments included have been added pursuant to F.S. 617.

1. NAME. The name of the corporation shall be OXFORD POINTE AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", the Declaration of Condominium for Oxford Pointe at Crown Colony, a Condominium, the Declaration of Condominium for Oxford Pointe II at Crown Colony, a Condominium, the Declaration of Condominium for Oxford Pointe III at Crown Colony, a Condominium and the Declaration of Condominium for Oxford Pointe IV at Crown Colony, a Condominium as the "Declarations", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

2. PURPOSE. The purpose for which the Association is organized is to manage, operate and maintain Condominiums known as Oxford Pointe at Crown Colony, a Condominium, Oxford Pointe II at Crown Colony, a Condominium, Oxford Pointe III at Crown Colony, a Condominium and Oxford Pointe IV at Crown Colony, a Condominium. Said Condominiums and Common Area shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time as authorized by the respective Declarations, and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums; all as agents of the Owners of the Condominium Parcels of the said Condominiums.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include and be governed by the following:

4.1 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 or Florida Law, including Chapter 718 of the Florida Statutes, hereinafter "the Florida Condominium Act" or "the Act".

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act and as it may be amended from time to time, except as limited by the Declarations, as

Amended and Restated Articles of Incorporation

Page 1 of 4

they may be amended from time to time, these Articles and as they may be amended from time to time, the Bylaws and as they may be amended from time to time, including but not limited to the following:

4.2.1 To make and collect assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominiums.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property or any other property acquired or leased by the Association for use by Unit Owners or the Association.

4.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and members as Unit Owners.

4.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property, the health, comfort, safety and welfare of the Unit Owners, and for the administration of the Association.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the Declarations.

4.2.7 To enforce by legal means the provisions of the Act, the Declarations, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property.

4.2.8 To contract for the management of the Condominiums and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominiums.

4.2.10 Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

4.3 Condominium Property. All funds and the titles of 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 Declarations, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the Bylaws.

5. MEMBERS. The members of the Association shall consist of all of the record owners of Units in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were members at the time of the termination and their successors and assigns.

5.1 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. *On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declarations or Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned, subject to the procedure contained in the Condominium Documents.*

5.3 Meetings. The Bylaws shall provide for an annual meeting of members, and shall make provision for regular and special meetings of members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. 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 Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of 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.

9. BYLAWS. The Bylaws of this Corporation may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. Except as elsewhere specifically provided herein to the contrary, amendments to these Articles of Incorporation may be effected as follows:

10.1 Initiation of Amendments; Approval. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than 25% of the Voting Interests of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing. Approval of proposed amendments must be by affirmative vote of two thirds (2/3rds) of the Voting Interests of the Association present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors or omissions in these Articles may be adopted by the Board.

10.2 Execution and Recording. Approval of a duly-adopted amendment shall be evidenced by a certificate of the Association which shall include recording data identifying the Declarations. An amendment of these Articles of Incorporation are effective when properly recorded in the Public Records of Lee County and filed with the Florida Secretary of State, Division of Corporations.

10.3 Procedure. No provision of these Articles of Incorporation shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of these Articles of Incorporation shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER _____ FOR PRESENT TEXT". Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated or approved amendment.

11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

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