

N00000004176

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

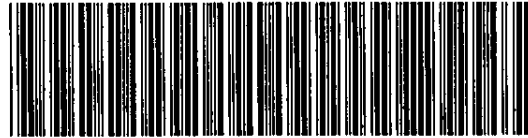
(Business Entity Name)

(Document Number)

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C. CARROTHERS

2016 MAR 24 PM 8:42  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 21, 2016

TERESA MURRELL  
3200 TAMIAMI TRAIL N STE 200  
NAPLES, FL 34103

SUBJECT: OSPREY ISLE AT CARLTON LAKES COMMONS, INC.  
Ref. Number: N00000004176

We have received your document for OSPREY ISLE AT CARLTON LAKES COMMONS, INC. and your check(s) totaling \$148.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

YOU ARE FILING PURSUANT TO 617.1101 AND 617.1103 IN REGARDS TO THE PLAN OF MERGER AND HAVE NOT FILED PURSUANT 617.1105 IN REGARDS TO THE MERGER ITSELF. PLEASE ADD.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Cathy A Carrothers  
Regulatory Specialist

Letter Number: 516A00005760



# WOODWARD, PIRES & LOMBARDO, P.A.

ATTORNEYS AT LAW

CRAIG R. WOODWARD  
Board Certified: Real Estate

MARK J. WOODWARD  
Board Certified: Real Estate

ANTHONY P. PIRES, JR.  
Board Certified: City, County,  
and Local Government

J. CHRISTOPHER LOMBARDO  
Board Certified: Marital  
and Family Law

ROBERT E. MURRELL  
Of Counsel

DAVID E. LEIGH  
Of Counsel

JENNIFER L. DEVRIES

JENNIFER M. TENNEY

LENORE T. BRAKEFIELD

MATTHEW P. FLORES

J. TODD MURRELL

March 30, 2016

Cathy A. Carrothers  
Regulatory Specialist  
Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**RE: Merger Documents for Osprey Isle at Carlton Lakes  
Letter Number 516A00005760**

Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the merger documents that were previously sent for the above referenced Association to be filed with your office. I have made the correction you requested. Please return a certified copy of the documents to our office at your earliest convenience. A check in the amount of \$148.75 for filing fees was enclosed with the original filing and was not returned to me, so I assume you have that.

Thank you for your assistance in this matter.

Sincerely,  
WOODWARD, PIRES & LOMBARDO, P.A.

Teresa Murrell  
For the Firm

REPLY TO:

3200 TAMiami TRAIL N.  
SUITE 200  
NAPLES, FL 34103  
239-649-6555  
239-649-7342 FAX

606 BALD EAGLE DRIVE  
SUITE 500  
P.O. BOX ONE  
MARCO ISLAND, FL 34146  
239-394-5161  
239-642-6402 FAX

WWW.WPL-LEGAL.COM

Enclosures

## ARTICLES OF MERGER

**Article 1.** The undersigned corporations, all validly and legally formed and in good standing as Florida corporations not for profit, have adopted a Plan of Merger, which is attached hereto as Exhibit "A". The Plan of Merger was adopted pursuant to Sections 617.1101 and 617.1103, Florida Statutes, **as well as Section 617.1105, Florida Statutes.**

**Article 2.** Under the Plan of Merger, the surviving corporation will be Osprey Isle at Carlton Lakes Commons, Inc., a Florida corporation not for profit.

**Article 3.** The Plan of Merger shall become effective as and when provided therein.

**Article 4.** At the same time, the Articles of Incorporation of the Surviving Corporation are amended and restated in their entirety, pursuant to Section 617.1007 Florida Statutes. The Amended and Restated Articles of Incorporation are attached hereto as Exhibit "B".

**Article 5.** The name of the Surviving Corporation is changed to Osprey Isle at Carlton Lakes, Inc., a Florida corporation not for profit.

**Article 6.** The undersigned certifies that these Articles of Merger and the Exhibits hereto, were adopted and approved upon receiving at least a majority of the votes which members present at each such meeting or represented by proxy were entitled to cast at a meeting of the members held on March 1, 2016, which was sufficient for approval.

Date 3/1/16

OSPREY ISLE AT CARLTON LAKES COMMONS, INC.

By: Rita Riggs  
Rita Riggs, President

Attest:

Debbie Teed  
Debbie Teed, Secretary

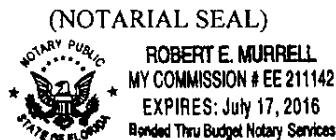
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by Rita Riggs, as President of OSPREY ISLE AT CARLTON LAKES COMMONS, INC., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce \_\_\_\_\_ as identification.

Robert E. Murrell  
Signature of Notary

Robert E. Murrell  
Printed name of Notary



STATE OF FLORIDA  
COUNTY OF COLLIER

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by Debbie Teed, as Secretary of OSPREY ISLE AT CARLTON LAKES COMMONS, INC., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce \_\_\_\_\_ as identification.

Robert E. Murrell  
Signature of Notary

Robert E. Murrell  
Printed name of Notary



ARTICLES OF MERGER

For the dual purposes of indicating consent to, and executing both the foregoing Articles of Merger, and the Plan of Merger attached as Exhibit "A" the undersigned have set their signatures hereto on the date indicated.

Date 3/1/16

**OSPREY ISLE I AT CARLTON LAKES, INC.**

a Florida corporation not for profit

By: David Spero  
David Spero, President

Attest:

Jim Gosline  
Jim Gosline, Secretary

(CORPORATE SEAL)

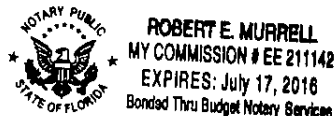
**STATE OF FLORIDA  
COUNTY OF COLLIER**

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by David Spero, as President of **OSPREY ISLE I AT CARLTON LAKES, INC.**, a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce \_\_\_\_\_ as identification.

Robert E. Murrell  
Signature of Notary

(NOTARIAL SEAL)

Robert E. Murrell  
Printed name of Notary



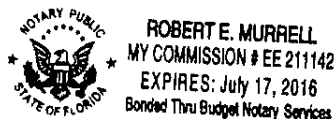
**STATE OF FLORIDA  
COUNTY OF COLLIER**

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by Jim Gosline, as Secretary of **OSPREY ISLE I AT CARLTON LAKES, INC.**, a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce \_\_\_\_\_ as identification.

Robert E. Murrell  
Signature of Notary

(NOTARIAL SEAL)

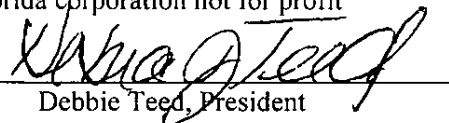
Robert E. Murrell  
Printed name of Notary

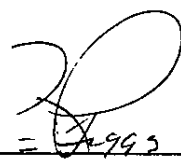


For the dual purposes of indicating consent to, and executing both the foregoing Articles of Merger, and the Plan of Merger attached as Exhibit "A" the undersigned have set their signatures hereto on the date indicated.

Date 3/1/16

**OSPREY ISLE II AT CARLTON LAKES, INC.**  
a Florida corporation not for profit

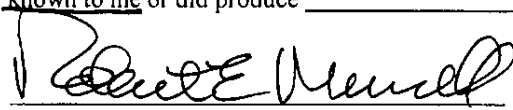
By:   
Debbie Teed, President

Attest:   
Rita Riggs, Secretary

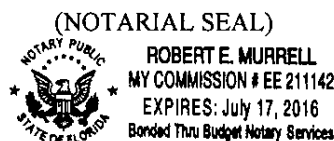
(CORPORATE SEAL)

**STATE OF FLORIDA**  
**COUNTY OF COLLIER**

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by Debbie Teed, as President of **OSPREY ISLE II AT CARLTON LAKES, INC.**, a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce \_\_\_\_\_ as identification.

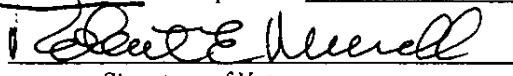
  
Signature of Notary

Robert E. Murrell  
Printed name of Notary

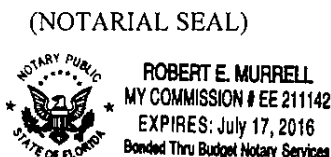


**STATE OF FLORIDA**  
**COUNTY OF COLLIER**

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by Rita Riggs, as Secretary of **OSPREY ISLE II AT CARLTON LAKES, INC.**, a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce \_\_\_\_\_ as identification.

  
Signature of Notary

Robert E. Murrell  
Printed name of Notary



## PLAN OF MERGER

This Plan of Merger is by and between OSPREY ISLE AT CARLTON LAKES COMMONS, INC., a Florida corporation not for profit, hereinafter called the "Surviving Corporation," and the following corporations, which are hereinafter referred to as the "Dissolving Corporations":

OSPREY ISLE I AT CARLTON LAKES, INC., a Florida corporation not for profit, incorporated under the same name on June 20, 2000; and

OSPREY ISLE II AT CARLTON LAKES, INC., a Florida corporation not for profit, incorporated under the same name on June 15, 2001;

The Surviving Corporation and the Dissolving Corporations are sometimes referred to collectively herein as the "Constituent Corporations."

1. The Constituent Corporations are all Florida corporations not for profit, organized on a non-stock basis, and all are in good standing.
2. Heretofore a sixty-four (64) unit residential condominium complex, including two (2) separate residential condominiums, was formed by the recording of a Declaration of Covenants and two (2) separate Declarations of Condominium, as follows:

*Declaration of Covenants for Osprey Isle at Carlton Lakes Commons*, recorded April 23, 2001, in O.R. Book 2812, at Pages 0067 *et seq.*, of the Public Records of Collier County, Florida.

*Declaration of Condominium for Osprey Isle I at Carlton Lakes, a Condominium (a/k/a Osprey Isle at Carlton Lakes, a Condominium)*, consisting of thirty-two (32) units, created by Declaration of Condominium recorded April 23, 2001, in O.R. Book 2812, at Pages 0109 *et seq.*, of the Public Records of Collier County, Florida.

*Declaration of Condominium for Osprey Isle II at Carlton Lakes, a Condominium*, consisting of thirty-two (32) units, created by Declaration of Condominium recorded October 26, 2001, in O.R. Book 2915, at Pages 0696 *et seq.*, of the Public Records of Collier County, Florida.

The Dissolving Corporations, respectively, are the two (2) condominium associations which operate the above-referenced condominiums. The condominiums themselves are not being merged.

3. **The Surviving Corporation** shall become the condominium association that operates all of the above-referenced condominiums, and its name shall be changed to "**Osprey Isle at Carlton Lakes, Inc.**"
4. **Principal Office of Surviving Corporation.** The principal office of the Surviving Corporation shall remain at the following address: 5410 Worthington Lane, Naples, FL 34110.
5. **Changes in Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall be the Amended and Restated Articles of Incorporation attached to the Articles of Merger as Exhibit "B".

6. **Changes in Bylaws.** The Bylaws of the Surviving Corporation shall be the Amended and Restated Bylaws as recorded in the Public Records of Collier County.

7. **Change of Name.** The name of the Surviving Corporation shall be changed to “Osprey Isle at Carlton Lakes, Inc.”

8. **Directors and Officers.** The Directors and Officers of the Surviving Corporation on the effective date of the merger shall be those Directors and Officers elected at the meeting of the special combined merger meeting of the members held to approve and ratify the merger. The directors and officers of the Surviving Corporation shall serve until their successors have been duly elected or appointed.

9. **Ratification by Members.** This Plan of Merger has been ratified and approved by the members of each of the Constituent Corporations as required by law. Execution of the Articles of Merger and this Plan of Merger by officers of each Constituent Corporation constitutes a representation and certification that such ratification and approval has been obtained.

10. **Effective Date of Merger.** This merger shall become effective on the date the Articles of Merger are filed in the office of the Secretary of State.

11. **Effect of Merger.** When the merger becomes effective, the separate existence of the Dissolving Corporations automatically ceases, except as may be required to carry out the purposes of this Plan of Merger, or as continued by statute. All of the rights, privileges, powers, franchises, assets, property causes of action, and interests of any kind whatsoever of the Dissolving Corporations, including debts due on any and all accounts, automatically become the property of the Surviving Corporation, and do not revert and are not in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations are preserved unimpaired, and all debts, liabilities and duties of the Dissolving Corporations thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities and duties had been initially incurred or contracted by it.

12. **Execution.** The Articles of Merger and this Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute a part of the original instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused these presents to be signed by their respective officers thereunto duly authorized by the respective Boards of Directors and Members of each corporation.



Date 3/11/16

OSPREY ISLE AT CARLTON LAKES COMMONS, INC.

By: [Signature]  
Rita Riggs, President

Attest:

[Signature]  
Debbie Teed, Secretary

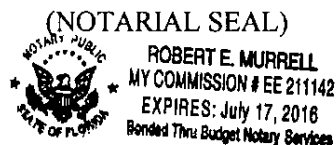
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by Rita Riggs, as President of **OSPREY ISLE AT CARLTON LAKES COMMONS, INC.**, a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary

Robert E. Murrell  
Printed name of Notary



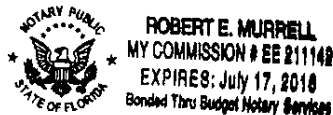
STATE OF FLORIDA  
COUNTY OF COLLIER

This instrument was executed before me this 1<sup>st</sup> day of March, 2016, by Debbie Teed, as Secretary of **OSPREY ISLE AT CARLTON LAKES COMMONS, INC.**, a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary

Robert E. Murrell  
Printed name of Notary

(NOTARIAL SEAL)



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

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
OSPREY ISLE AT CARLTON LAKES COMMONS, INC.**

Pursuant to Chapter 617.1007, Florida Statutes, the Articles of Incorporation of Osprey Isle at Carlton Lakes Commons, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on June 20, 2000, are hereby amended, and restated in their entirety as amended. All amendments included herein have been adopted pursuant to Chapter 617.1002(4), 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 617.1002, Florida Statutes, and the omission of matters of historical interest. The name of the corporation is now changed, and shall hereafter be "**Osprey Isle at Carlton Lakes, Inc.**" The Amended and Restated Articles of Incorporation of Osprey Isle at Carlton Lakes, Inc. shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of the corporation, herein called the "Association," is Osprey Isle at Carlton Lakes, Inc., and its address is 5410 Worthington Lane, Naples, Florida 34110.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity for the operation of a residential community which includes property submitted to the condominium form of ownership, located in Collier County, Florida.

The 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 earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. For the accomplishment of its purposes, the 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, except as expressly limited or modified by these Articles, the Declaration of Covenants for Osprey Isle at Carlton Lakes Commons, the Declarations of Condominium for the condominiums operated by the Association, the Bylaws or the Condominium Act, as they may be amended from time to time, including but not limited to the following:

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

(B) To protect, maintain, repair, replace and operate the condominium property and Association property.

(C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.

(D) To 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 use of the common elements, and the operation of the Association.

(F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declarations of Condominium.

(G) To enforce the provisions of the Condominium Act, the Declaration of Covenants for Osprey Isle at Carlton Lakes Commons, the Declarations of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the property within Osprey Isle at Carlton Lakes and the condominium properties therein, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declarations to be exercised by the Board of Directors or the membership of the Association.

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

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if such agreements or use interests are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Covenants for Osprey Isle at Carlton Lakes, the Declarations of Condominium, and these Articles of Incorporation and the Bylaws.

### **ARTICLE III**

#### **MEMBERSHIP:**

(A) The members of the Association shall be the record owners of legal title to one or more units in the Condominium, as further provided in the Bylaws. After termination of the Condominium, the

members shall consist of those who were members at the time of such termination and their successors in interest.

(B) The undivided share owned by each member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the member's unit.

(C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### **ARTICLE IV**

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

#### **ARTICLE V**

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

#### **ARTICLE VI**

##### **DIRECTORS AND OFFICERS:**

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors provided in the Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

(B) Directors of the 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 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 Association, and they shall serve at the pleasure of a majority 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 written petition, signed by at least one-fourth (1/4th) of the voting interests.

(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 owners not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

(D) Effective Date. An amendment shall become effective upon proper filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida, with the same formalities as required by law for recording an amendment to the Bylaws.

## ARTICLE VIII

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and volunteer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director, officer or volunteer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

(B) Violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the person seeking indemnification derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled including rights under an Association Directors' and Officers' liability insurance policy, if any.