N05000009298

(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

200220370532

02/06/12--01005--017 **43.75

02/23/12--01002--006 **35.00

APPROVED AND FILED

12 FEB 23 AM 9:48

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

FEB 24 2012

T. LEMIEUX

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Copper Cove Community Association, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Christopher J. Shields, Esq.
(Contact Person)

Pavese Law Firm
(Firm/Company)

1833 Hendry Street
(Address)

Fort Myers, FL 33901
(City/State and Zip Code)

For further information concerning this matter, please call:

Christopher J. Shields, Esq. At (239) 336-6245
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☑ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 17, 2012

CHRISTOPHER J SHIELDS, ESQ
1833 HENDRY ST
FT MYERS, FL 33901

SUBJECT: COPPER COVE PRESERVE COMMUNITY ASSOCIATION, INC.
Ref. Number: N05000009298

We have received your document for COPPER COVE PRESERVE COMMUNITY ASSOCIATION, INC. and your check(s) totaling $43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is $35 per party to the merger or share exchange. Certified copies are optional and are $8.75 for the first 8 pages of the document, and $1 for each additional page, not to exceed $52.50.

There is a fee of $26.25 due.

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.

Tracy L Lemieux
Regulatory Specialist II

Letter Number: 212A00004920

ARTICLES OF MERGER
OF

COPPER COVE PRESERVE COMMUNITY ASSOCIATION, INC.
(THE SURVIVING CORPORATION)

AND

COPPER COVE SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD I ASSOCIATION, INC.
(THE NON-SURVIVING CORPORATION)

INTO

COPPER COVE PRESERVE COMMUNITY ASSOCIATION, INC.
(THE SURVIVING CORPORATION)

Pursuant to Section 617.1105 of the Florida Statutes, the undersigned corporations, Copper Cove Preserve Community Association, Inc., a Florida not for profit corporation, and Copper Cove Single Family Residential Neighborhood I Association, Inc., each Florida not for profit corporations, adopt the following Articles of Merger for the purpose of merging Copper Cove Single Family Residential Neighborhood I Association, Inc. and Copper Cove Preserve Community Association, Inc., each Florida not for profit corporations, into Copper Cove Preserve Community Association, Inc.

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of Copper Cove Preserve Community Association, Inc., is attached to these Articles as **Exhibit "A"**.

ADOPTION OF PLAN

2. The Plan was adopted by a majority vote of the Board of Directors of Copper Cove Preserve Community Association, Inc. The Resolution executed by the Secretary of Copper Cove Preserve Community Association, Inc. is attached to these Articles as **Exhibit "B"**.

3. The Plan was adopted by a majority vote of the Board of Directors of Copper Cove Single Family Residential Neighborhood I Association, Inc. The Resolution executed by the Secretary of Copper Cove Single Family Residential Neighborhood I 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 27th day of January, 2012.

COPPER COVE PRESERVE COMMUNITY ASSOCIATION, INC.

By: ____________________
Anthony Burdett, President

Attest:

By: ____________________
Bryan Hurst Secretary

COPPER COVE SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD I ASSOCIATION, INC.

By: ____________________
Anthony Burdett, President

Attest:

By: ____________________
Bryan Hurst Secretary

F:\WPDATA\CJS\LENNAR\Copper Cove\Merger\Articles of Merger 12-29-11.wpd

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger dated as of the 27th day of January, 2012, by and between, **Copper Cove Single Family Residential Neighborhood I Association, Inc., a Florida Not for Profit Corporation** (herein referred to as non-surviving corporation), and **Copper Cove Preserve Community Association, Inc.**, a Florida Not for Profit Corporation (herein referred to as surviving corporation) said corporations being herein sometimes referred to as the "Constituent Corporations".

The non-surviving corporation is duly organized and existing under the laws of the State of Florida, having been incorporated thereunder on September 9, 2005. The surviving corporation is a corporation organized and existing under the laws of the State of Florida, having been incorporated thereunder on September 9, 2005. Each corporation was 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 52 members. The surviving corporation currently has 52 members.

The new principal office of the surviving corporation is 10481 Ben C. Pratt/Six Mile Cypress Parkway, Fort Myers, Florida 33966. The registered office of the surviving corporation is located at 1833 Hendry Street, Fort Myers, FL 33901 and Christopher J. Shields, Esq. 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 each of the constituent corporations, 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.

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 Board of Directors of the constituent corporations. Upon such adoption, that fact shall be certified upon the Agreement of the Secretary or Assistant Secretary of each of the constituent corporations, 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.

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 Copper Cove Preserve Community Association, Inc. shall be the Articles of Incorporation of the surviving corporation. 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 Bylaws of Copper Cove Preserve Community Association, Inc. shall be the Bylaws 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 Bylaws.

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 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 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. 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 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.

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

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 Bylaws of the surviving corporation. The directors of the 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 Bylaws 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 Bylaws of the surviving corporation.

ARTICLE VII

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 corporations. Such merger shall not in itself effect any other change in such plans or rights.

ARTICLE VIII

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 IX

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 IX, this Agreement shall become void and of no further effect without any liability on the part of either of the constituent corporations or its stockholders or the directors or officers in respect thereof.

ARTICLE X

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.

COPPER COVE PRESERVE COMMUNITY ASSOCIATION, INC.

By: ______________________

Anthony Burdett, President

Attest:

By: ______________________

Bryan Hurst Secretary

COPPER COVE SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD I ASSOCIATION, INC.

By: ______________________

Anthony Burdett, President

Attest:

By: ______________________

Bryan Hurst Secretary

F:\WPDATA\CJS\LBNNAR\Copper Cove\Merger\Plan of Merger 12-29-11.wpd

EXHIBIT "B"

RESOLUTION OF THE DIRECTORS OF
COPPER COVE PRESERVE COMMUNITY ASSOCIATION, INC.

WHEREAS, there has been presented to and discussed at this meeting of the board of directors of Copper Cove Preserve Community Association, Inc. a proposed plan providing for the merger of the corporation with Copper Cove Single Family Residential Neighborhood I Association, Inc. into Copper Cove Preserve Community Association, Inc., each 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 Copper Cove Single Family Residential Neighborhood I Association, Inc. into Copper Cove Preserve Community Association, Inc., each Florida Not for Profit Corporations, 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.

DATED this 27TH day of JANUARY, 2012.

Secretary

F:\WPDATA\CJS\LENNAR\Copper Cove\Merger\Resolution - Exhibit B 12-29-11.wpd

EXHIBIT "C"

RESOLUTION OF THE DIRECTORS OF
COPPER COVE SINGLE FAMILY
RESIDENTIAL NEIGHBORHOOD I ASSOCIATION, INC.

WHEREAS, there has been presented to and discussed at this meeting of the board of directors of Copper Cove Single Family Residential Neighborhood I Association, Inc. a proposed plan providing for the merger of Copper Cove Single Family Residential Neighborhood I Association, Inc. into Copper Cove Preserve Community Association, Inc. each 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 Copper Cove Single Family Residential Neighborhood I Association, Inc. into Copper Cove Preserve Community Association, Inc., each Florida Not for Profit Corporations, 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.

DATED this 27 day of January, 2012.

Secretary

F:\WPDATA\CJS\LENNAR\Copper Cove\Merger\Resolution - Exhibit C 12-29-11.wpd