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POINT-TO-POINT
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. 021461245

REFERENCE 582533 146551A

One Bay Street
Tallahassee, FL 32301

800-142-8086

N9500001886

AUTHORIZATION *Patricia. P. fit*

500001461245

COST LIMIT : 970.00

ORDER DATE : April 20, 1995

ORDER TIME : 10:33 AM

ORDER NO. : 582533

CUSTOMER NO: 146551A

CUSTOMER: Angie M. Tompkins, Legal Agent
MARY A. MARVELL, P.A.

Suite 201
5551 Ridgewood Drive
Naples, FL 33963

DOMESTIC FILING

NAME: EGRET'S WALK II CONDOMINIUM
ASSOCIATION, INC.

ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Danny G. Smith

EXAMINER'S INITIALS: T. BROWN APR 20 1995

95 APR 20 AM 11:28
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
EGRET'S WALK II CONDOMINIUM ASSOCIATION , INC.

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Mary A. Marnell, as sole incorporator, for the purposes set forth below.

95 APR 20 4H 11:28
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Egret's Walk II Condominium Association, Inc. The principal office of the Association is 992 Pelican Marsh Boulevard, Naples, Florida 33963.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 4 of the Declaration of Condominium shall apply to the terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized as to provide an entity pursuant to the Florida Condominium Act for the operation of Egret's Walk at Pelican Marsh II, a Condominium, located in Collier County, Florida. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. 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 except as limited or modified by these Articles, the Declaration of Condominium or Chapter 718 Florida Statutes, as it may hereafter be amended, 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 Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium 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 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 of ownership, leasing and occupancy of units, as provided by the Declaration of Condominium.

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

(H) To contract for the management and maintenance of the Condominium and the condominium property to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

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

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money without limit as to amount 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 Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP:

(A) The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The owners of each unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

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

ARTICLE VII

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) 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 the Board.

ARTICLE VIII

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 petition of the owners of one-fourth (1/4) of the units by instrument, in writing, signed by them.
- (B) Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the members 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 a majority of the voting interests 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, and the notice contains the full text of the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE IX

INITIAL DIRECTORS: The initial Directors of the Association shall be:

Keith A. Sharpe
5551 Ridgewood Drive, Suite 203
Naples, FL 33963

Richard F. Corace
5551 Ridgewood Drive, Suite 203
Naples, FL 33963

Stephen D. Coleman
5811 Pelican Bay Boulevard, Suite 208
Naples, FL 33963

ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

5551 Ridgewood Drive, Suite 201
Naples, FL 33963

The initial registered agent at said address shall be:

Mary A. Marnell

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer 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 or officer 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 judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer 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 Director or officer 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.
- (E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors

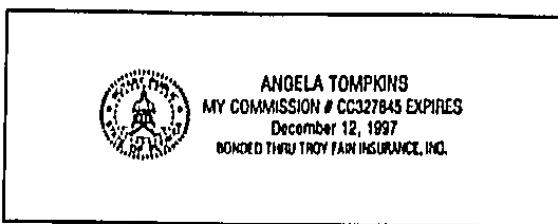
approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

WHEREFORE the incorporator has caused these presents to be executed this 19th day of April, 1995.

By: Mary Marnell
Mary A. Marnell

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19th day of April, 1995, by Mary A. Marnell. She is personally known to me and did not take an oath.



Notarial Seal

Angela Tompkins
Notary Public
Angela Tompkins
Print name

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Egret's Walk II Condominium Association, Inc., at a place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

Mary Marnell
Mary A. Marnell

ROETZEL ANDRESS
A LEGAL PROFESSIONAL ASSOCIATION

KATHLEEN L. LAWSON
CARL B. WESTMAN
WALLACE W. WALKER, JR.
RONALD O. MONTIER
JOHN CLARK III
STEPHEN B. THOMPSON
KENNETH R. CLOUTIER
MICHAEL A. HUTCHINSON*
PAUL A. HUTCHINSON
D. CARSON M. FACHORN
JONATHAN D. HUTCHINSON
MARK J. PRUE
KAREN T. CONEY
JENNIFER J. NACKLEY
STEVEN M. FAUX
RICHARD D. YOVANOVICH
RONNIE L. HALPIN
NORMA R. VINCENT

* LICENSED IN OHIO ONLY

850 PARK SHORE DRIVE
TRIUMPH CENTRE, THIRD FLOOR
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May 15, 1997

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200002203022--3
-06/05/97--01077--020
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Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: Egret's Walk III Condominium Association, Inc. and Egret's Walk
II Condominium Association, Inc.

Dear Sir or Madam:

Enclosed please find an original Articles of Merger and Exhibit "A" for Egret's Walk III Condominium Association and Egret's Walk II Condominium Association, Inc. (not-for-profit corporations). Please file the Articles of Merger and send proof of same to our office as soon as possible in the self-addressed postage paid envelope provided for your convenience. Also enclosed are two checks each in the amount of \$61.25 to cover the filing fees for this transaction.

Thank you for your assistance regarding this matter. If you should have any questions or comments, please contact our office.

Very truly yours,

Kathleen A. Famulare

Kathleen A. Famulare
Legal Secretary to
Steven M. Falk

Enclosures.
25382-001

122-50

RECEIVED
DIVISION OF CORPORATIONS
87 MAY 21 AM 9:29
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APPROVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

EGRET'S WALK III CONDOMINIUM ASSOCIATION, INC., document number
N95000002603

INTO

EGRET'S WALK II CONDOMINIUM ASSOCIATION, INC., a Florida
corporation, N95000001886

File date: May 21, 1997

Corporate Specialist: Carol Mustain

ARTICLES OF MERGER

of

EGRET'S WALK III CONDOMINIUM ASSOCIATION, INC., a Florida Not-For-Profit Corporation,

into/with

EGRET'S WALK II CONDOMINIUM ASSOCIATION, INC., a Florida Not-For-Profit Corporation,

ARTICLES OF MERGER between EGRET'S WALK III CONDOMINIUM ASSOCIATION, INC., a Florida Not-for-Profit corporation ("Merging Corporation") and EGRET'S WALK II CONDOMINIUM ASSOCIATION, INC., a Florida Not-for-Profit corporation ("Surviving Corporation").

Pursuant to s. 617.1105 of the Florida Not-for-Profit Corporation Act (the "Act") EGRET'S WALK III CONDOMINIUM ASSOCIATION, INC. and EGRET'S WALK II CONDOMINIUM ASSOCIATION, INC. adopt the following Articles of Merger.

1. The Plan of Merger dated January 15, 1997 ("Plan of Merger") which Plan of Merger is was approved and adopted by sufficient votes of the respective membership of the Merging Corporation and the Surviving Corporation, as follows:

Egret's Walk II Condominium Association, Inc. (Surviving Corporation)

Date of Annual Meeting at Which Plan of Merger was Approved: March 19, 1997

Number of Votes In Favor of Plan of Merger 29

Number of Votes In Opposition to Plan of Merger 2

Egret's Walk III Condominium Association, Inc. (Merging Corporation)

Date of Annual Meeting at Which Plan of Merger was Approved: March 20, 1997

Number of Votes In Favor of Plan of Merger 30

Number of Votes In Opposition to Plan of Merger 6

2. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein, including the amendments to the Articles of Incorporation of the Surviving Corporation.

3. Pursuant to s. 617.1105(4) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 24 day of April, 1997.

EGRET'S WALK II CONDOMINIUM
ASSOCIATION, INC. (SEAL)

By: Suzanne P. Williamson
, President

EGRET'S WALK III CONDOMINIUM
ASSOCIATION, INC.

By: Donald O. Metcalf
, President

97-0721-PL-3-14
SEARCHED INDEXED
SERIALIZED FILED
APR 21 1997
CLERK'S OFFICE
CITY OF TAMPA

EXHIBIT A

PLAN OF MERGER

Merger between Egret's Walk II Condominium Association, Inc. which shall be known as the "Surviving Corp." and Egret's Walk III Condominium Association, Inc. which shall be known as the "Merging Corp." (collectively the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger ("Plan") in accordance with Section 617.1101 et seq. of the Florida Not-for-Profit Corporation Act (the "Act"). Pursuant to this Plan of Merger and the accompanying amendments to Surviving Corp.'s Articles of Incorporation, the Surviving Corp. shall be renamed as Egret's Walk Condominium Association, Inc.

1. Articles of Incorporation. The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date, with the following changes, shall be the Articles of Incorporation of the Surviving Corp. until further amended as provided by law. The changes to Surviving Corp.'s Articles of Incorporation, which shall take effect on the Effective Date are as follows:

SEE EXHIBIT "A" ATTACHED

2. Effect of Merger. On the Effective Date, the separate existence of Merging Corp. shall cease, and Surviving Corp. shall be fully vested in Merging Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Section 617.1106 of the Act.

3. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Merging Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

4. Filing with the Florida Secretary of State and Effective Date. Upon receiving the requisite approvals from the membership and Boards of Directors of Surviving Corp. and Merging Corp. for this Plan of Merger, Merging Corp. and Surviving Corp. shall cause their respective President (or Vice President) to execute Articles of Merger and this Plan of Merger shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with Section 617.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles of Merger.

5. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the members of the respective Constituent Corporations.

EXHIBIT A

PROPOSED AMENDMENTS TO ARTICLES OF INCORPORATION FOR EGRET'S WALK II CONDOMINIUM ASSOCIATION, INC.

Words ~~stricken~~ are deletions;
Words underlined are additions.

Proposed Amendment to Article I.

NAME: The name of the corporation, herein called "Association", is Egret's Walk II Condominium Association, Inc. The principal office of the Association is 992 Pelican Marsh Boulevard, Naples, Florida 33963.

Proposed Amendment to Article III.

PURPOSE AND POWERS: The purpose for which the Association is organized as to provide an entity pursuant to the Florida Condominium Act for the operation of Egret's Walk at Pelican Marsh II, a Condominium and any other condominium which is operated by the Association as a result of a corporate merger, located in Collier County, Florida. Except where a contrary meaning is stated, the term "Condominium" shall be deemed to include all condominiums operated by the Association and the term "Declaration" shall be deemed to read "Declarations". The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. 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 except as limited or modified by these Articles, the Declaration of Condominium of Chapter 718 Florida Statutes, as it may hereafter be amended, including but not limited to the following:

Proposed Amendment to Article IV.

(A) The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium or other condominium operated by this Association, as further provided in the Bylaws.

Proposed Amendment to Article VIII.

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of the owners of one-fourth

(1/4th) of the units in condominiums operated by the Association by instruments, in writing, signed by them.

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