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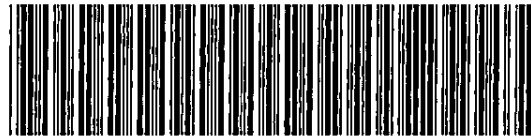
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JUDD, ULRICH, SCARLETT & DEAN, P.A.

ATTORNEYS AT LAW

ROY E. DEAN^{1,2}
STEVEN H. JUDD³
DONALD W. SCARLETT, JR.
JOSEPH F. SUMMONTE, JR.
RICHARD A. ULRICH
JONATHAN P. WHITNEY

2940 SOUTH TAMiami TRAIL
SARASOTA, FLORIDA 34239
941.955.5100
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¹ BOARD CERTIFIED REAL ESTATE LAWYER
² CIRCUIT MEDIATOR
³ FAMILY MEDIATOR
⁴ OF COUNSEL

April 13, 2007

Florida Department of State
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

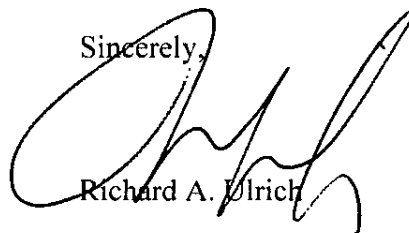
**Re: Articles of Merger
Arielle on Palmer Ranch Section I Condominium Association, Inc.**

Dear Sir or Madam:

Enclosed please find the original *Articles of Merger of Arielle on Palmer Ranch Section I Condominium Association, Inc., Arielle on Palmer Ranch Section II Condominium Association, Inc., Arielle on Palmer Ranch Section III Condominium Association, Inc., Arielle on Palmer Ranch Section IV Condominium Association, Inc., and Arielle on Palmer Ranch Community Association, Inc., With and Into Arielle on Palmer Ranch Section I Condominium Association, Inc*. Also enclosed is our firm check payable to Florida Department of State in the amount of \$183.75 for the filing fee (4 merging corporations at \$35.00 and 1 surviving corporation at \$35.00) and to obtain a certified copy of the amendment (\$8.75).

If you should need anything further or have any questions, please call.

Sincerely,



Richard A. Ulrich

RAU:lcr

Enclosures

cc: Client

**ARTICLES OF MERGER OF
ARIELLE ON PALMER RANCH SECTION I CONDOMINIUM ASSOCIATION, INC.
ARIELLE ON PALMER RANCH SECTION II CONDOMINIUM ASSOCIATION, INC.
ARIELLE ON PALMER RANCH SECTION III CONDOMINIUM ASSOCIATION, INC.
ARIELLE ON PALMER RANCH SECTION IV CONDOMINIUM ASSOCIATION, INC.
ARIELLE ON PALMER RANCH COMMUNITY ASSOCIATION, INC.
WITH AND INTO
ARIELLE ON PALMER RANCH SECTION I CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the undersigned corporations, Arielle on Palmer Ranch Section I Condominium Association, Inc., Arielle on Palmer Ranch Section II Condominium Association, Inc., Arielle on Palmer Ranch Section III Condominium Association, Inc., Arielle on Palmer Ranch Section IV Condominium Association, Inc., and Arielle on Palmer Ranch Community Association, Inc., all Florida not for profit corporations, execute these Articles of Merger and state as follows:

1. The Plan of Merger is attached hereto and by this reference made a part hereof (the "Plan of Merger").

2. The Plan of Merger was approved by resolution of the board of directors directing that it be submitted to a vote of members, and written notice setting forth the Plan of Merger was given to each member. By a vote of a majority of the members present in person or by proxy of Arielle on Palmer Ranch Section I Condominium Association, Inc., at a meeting duly held on February 8, 2007, the Plan of Merger was adopted. The number of votes cast was sufficient for approval.

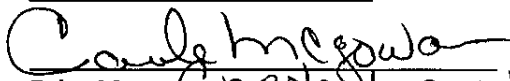
3. The Plan of Merger was approved by resolution of the board of directors directing that it be submitted to a vote of members, and written notice setting forth the Plan of Merger was given to each member. By a vote of a majority of the members present in person or by proxy of Arielle on Palmer Ranch Section II Condominium Association, Inc., at a meeting duly held on February 8, 2007, the Plan of Merger was adopted. The number of votes cast was sufficient for approval.

4. The Plan of Merger was approved by resolution of the board of directors directing that it be submitted to a vote of members, and written notice setting forth the Plan of Merger was given to each member. By a vote of a majority of the members present in person or by proxy of Arielle on Palmer Ranch Section III Condominium Association, Inc., at a meeting duly held on February 8, 2007, the Plan of Merger was adopted. The number of votes cast was sufficient for approval.

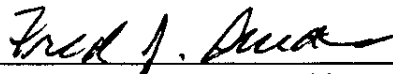
5. The Plan of Merger was approved by resolution of the board of directors directing that it be submitted to a vote of members, and written notice setting forth the Plan of Merger was given to each member. By a vote of a majority of the members present in person or by proxy of Arielle on Palmer Ranch Section IV Condominium Association, Inc., at a meeting duly held on February 8, 2007, the Plan of Merger was adopted. The number of votes cast was sufficient for approval.

6. The Plan of Merger was approved by resolution of the board of directors directing that it be submitted to a vote of members, and written notice setting forth the Plan of Merger was given to each member. By a vote of a majority of the members present in person or by proxy of Arielle on Palmer Ranch Community Association, Inc., at a meeting duly held on February 8, 2007, the Plan of Merger was adopted. The number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be verified, executed and acknowledged in multiple originals on MARCH 21, 2007.

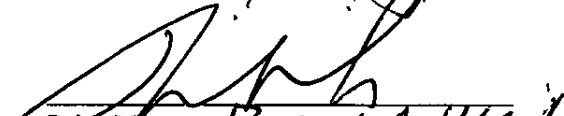

Print Name: CAROLE MCGOWAN

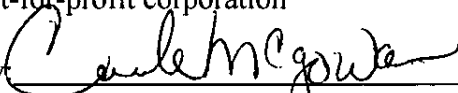
Arielle on Palmer Ranch Section I
Condominium Association, Inc., a Florida
not-for-profit corporation

By: 
Fred Amazon, Its President


Print Name: SEYMOUR RUTBERG

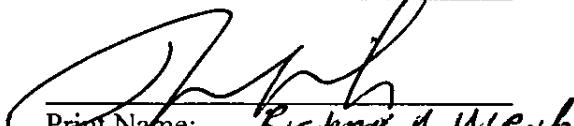
Arielle on Palmer Ranch Section II
Condominium Association, Inc., a Florida
not-for-profit corporation

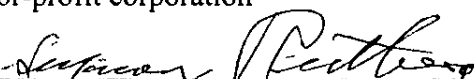

Print Name: RICHARD A. ULRICH

By: 
Carole McGowan, Its President

L. Chris Ruhl
Print Name: L. CHRIS RUHL

Arielle on Palmer Ranch Section III
Condominium Association, Inc., a Florida
not-for-profit corporation

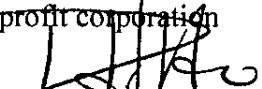

Print Name: RICHARD A. ULRICH

By: 
Seymour Rutberg, Its President

L. Chris Ruhl
Print Name: L. CHRIS RUHL

Arielle on Palmer Ranch Section IV
Condominium Association, Inc., a Florida
not-for-profit corporation


Print Name: RICHARD A. ULRICH

By: 
Rod Hilton, Its President

L. Chris Ruhl
Print Name: L. CHRIS RUHL

Arielle on Palmer Ranch Community
Association, Inc., a Florida
not-for-profit corporation


Print Name: RICHARD A. ULRICH

By: 
Carole McGowan, Its President

L. Chris Ruhl
Print Name: L. CHRIS RUHL

PLAN OF MERGER

ARIELLE ON PALMER RANCH SECTION I CONDOMINIUM ASSOCIATION, INC.;
ARIELLE ON PALMER RANCH SECTION II CONDOMINIUM ASSOCIATION, INC.;
ARIELLE ON PALMER RANCH SECTION III CONDOMINIUM ASSOCIATION, INC.;
ARIELLE ON PALMER RANCH SECTION IV CONDOMINIUM ASSOCIATION, INC.;
and
ARIELLE ON PALMER RANCH COMMUNITY ASSOCIATION, INC.

This plan of merger (the "Plan of Merger"), is entered into by and among Arielle on Palmer Ranch Section I Condominium Association, Inc., Arielle on Palmer Ranch Section II Condominium Association, Inc., Arielle on Palmer Ranch Section III Condominium Association, Inc., Arielle on Palmer Ranch Section IV Condominium Association, Inc., and Arielle on Palmer Ranch Community Association, Inc., for valuable consideration, the receipt and sufficiency of which is hereby acknowledged. The five corporations, all Florida not for profit corporations (sometimes hereinafter collectively referred to as the "Constituent Corporations") agree as herein set forth.

Section 1 - Parties; Compliance with State Law.

1.01 **The Surviving Corporation.** The Constituent Corporations propose to merge and ARIELLE ON PALMER RANCH SECTION I ASSOCIATION, INC., is the corporation that will survive the merger and is the corporation into which each other corporation plans to merge (the "Surviving Corporation").

1.02 **Disappearing Corporations.** The separate existence of Arielle on Palmer Ranch Section II Condominium Association, Inc., Arielle on Palmer Ranch Section III Condominium Association, Inc., Arielle on Palmer Ranch Section IV Condominium Association, Inc., and Arielle on Palmer Ranch Community Association, Inc., will cease on the effective date of the merger set forth in Section 2.01 (the "Effective Date"). Arielle on Palmer Ranch Section II Condominium Association, Inc., Arielle on Palmer Ranch Section III Condominium Association, Inc., Arielle on Palmer Ranch Section IV Condominium Association, Inc., and Arielle on Palmer Ranch Community Association, Inc., are referred to as the "Disappearing Corporations."

1.03 **Compliance with State Law.** This Merger is permitted and shall be governed by the laws of the State of Florida, which is the jurisdiction under which all of the Constituent Corporations are organized.

Section 2 - Merger; Effective Date.

2.01 **Effective Date.** The merger will be effective upon the delivery to and acceptance of the Articles of Merger by the Florida Department of State (the "Effective Date").

2.02 **Merger.** As of the Effective Date, the Disappearing Corporations will merge with and into the Surviving Corporation, and the Surviving Corporation shall continue to be organized and existing under the laws of the State of Florida as a corporation pursuant to Chapters 617 and 718 of the Florida Statutes, with, however, a change of name to "Arielle on Palmer Ranch Condominium Association, Inc." The effects of the merger are as provided in this Plan of

Merger, the Florida Statutes, and other applicable law. It is the intent of each of the Constituent Corporations that the merger shall qualify as a tax free organization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 3 - Corporate Matters.

3.01 Director Approval. The board of directors of each of the Constituent Corporations approved this Plan of Merger by resolution, directing that it be submitted to a vote of the members of each corporation.

3.02 Member Approval. The consummation of the merger and this Plan of Merger is expressly subject to the approval of the members of each of the Constituent Corporations, which approval is anticipated to be obtained at a meeting of the members of each corporation to be held on February 8, 2007, upon written notice to the members of the proposed plan, in accordance with the provisions of Section 617.0701 and 617.1103 of the Florida Statutes.

3.03 Articles of the Surviving Corporation. The articles of incorporation of the Surviving Corporation at the Effective Date are restated and amended as contained on Exhibit "A" attached hereto and made a part hereof.

3.04 Bylaws of the Surviving Corporation. The bylaws of the Surviving Corporation at the Effective Date will be the bylaws of the Surviving Corporation with Article 4.1 amended as set forth on attached Exhibit "B."

3.05 Mode of Effective Merger. As of the Effective Date, the members of the Constituent Corporations shall be members of Arielle on Palmer Ranch Section I Condominium Association, Inc, renamed as Arielle on Palmer Ranch Condominium Association, Inc.

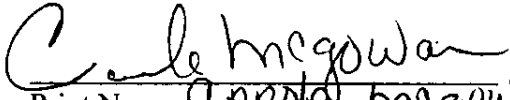
Section 4 - Other Terms and Conditions.

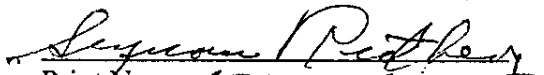
4.01 Termination. This Plan of Merger may be terminated and abandoned at any time before it is filed with the Department of State of the State of Florida (a) by the mutual consent of the Constituent Corporations, acting through their respective board of directors or (b) by any of the Constituent Corporations, in an action or proceeding before any court or governmental body or agency instituted or threatened to be instituted to restrain or prohibit the merger.

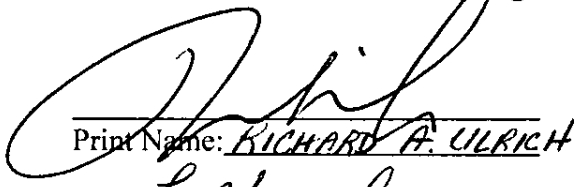
4.02. Further Assurances. The Disappearing Corporations, as and when requested by the Surviving Corporation, shall execute and deliver, or cause to be executed and delivered, all other instruments, and take, or cause to be taken, any further or other actions as the Surviving Corporation may deem necessary or desirable to carry out the intent and purpose of this Agreement.

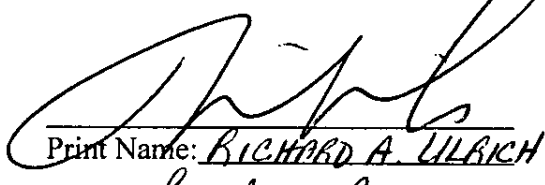
4.03 Controlling Law; Entire Agreement; Construction. The validity, interpretation and performance of this Plan of Merger shall be controlled by, construed and enforced in accordance with the laws of the State of Florida. This Plan of Merger constitutes the entire agreement of the Constituent Corporations with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of each of the Constituent Corporations this 21 day of march, 2007.

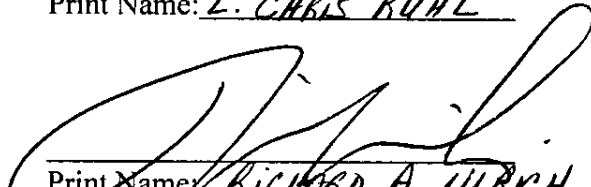

Print Name: CAROLE MCGOWAN


Print Name: SEYMOUR RUTBERG

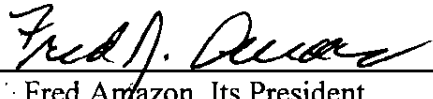

Print Name: RICHARD A. ULRICH
L. Chris Ruhl
Print Name: L. CHRIS RUHL


Print Name: RICHARD A. ULRICH
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Print Name: L. CHRIS RUHL

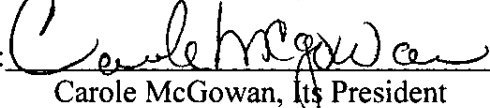

Print Name: RICHARD A. ULRICH
L. Chris Ruhl
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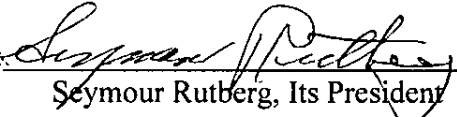
Arielle on Palmer Ranch Section I
Condominium Association, Inc.

By: 
Fred Amazon, Its President

Arielle on Palmer Ranch Section II
Condominium Association, Inc.

By: 
Carole McGowan, Its President

Arielle on Palmer Ranch Section III
Condominium Association, Inc.

By: 
Seymour Rutberg, Its President

Arielle on Palmer Ranch Section IV
Condominium Association, Inc.

By: 
Rod Hilton, Its President

Arielle on Palmer Ranch
Community Association, Inc.

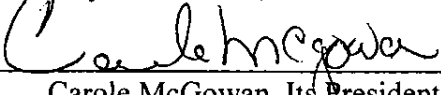
By: 
Carole McGowan, Its President

EXHIBIT "A"
RESTATED ARTICLES OF INCORPORATION
OF
ARIELLE ON PALMER RANCH SECTION I CONDOMINIUM ASSOCIATION, INC.

This is to certify that the Articles of Restatement of Arielle on Palmer Ranch Section I Condominium Association, Inc., a Florida not for profit corporation, document number N04000007335, duly adopted by the board of directors of the corporation, are hereinafter set forth.

RESTATED ARTICLES OF INCORPORATION OF
ARIELLE ON PALMER RANCH CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME: The name of the corporation, herein called the "Association," shall be Arielle on Palmer Ranch Condominium Association, Inc., and its address is 6945 Prosperity Circle, Sarasota, Florida 34238.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Arielle on Palmer Ranch Sections I, II, III, and IV, each a Condominium (collectively the "Condominiums"), located in Sarasota County, Florida. The Association is organized and shall exist 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. 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 and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate the condominiums pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the separate Condominiums to defray the costs, expenses and losses of the specific condominiums, 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 for the protection of the 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 in the manner set forth in the Bylaws and subject to any limitations in the Declaration of Condominium.
- (F) To approve or disapprove the transfer, leasing and occupancy of Units, as provided in the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act and the Governing Documents.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in the connection therewith except such as are specifically required by law or 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 borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement in the manner provided in the Declaration of Condominium.
- (L) To sue or to be sued.
- (M) To acquire, own, lease or convey real and personal property.

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 Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the condominium property, including any property or easements and related improvements that are dedicated to the Association by plat, shall be transferred and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

ARTICLE III

MEMBERSHIP:

- (A) The members of the 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 Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

- (C) On all matters upon which the membership shall be entitled to vote, unless otherwise provided in the respective Declarations of Condominium of each respective member, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning two (2) or more Units shall be entitled to one vote for each Unit owned.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be adopted by the Board of Directors and thereafter 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 specified in the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors shall be elected by the members in the manner set forth in 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 VII

INITIAL DIRECTORS: The initial Directors of the Association were:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

W. Michael Meeks
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

Laura Ray
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

The initial officers were as follows:

Edwin D. Stackhouse - President
W. Michael Meeks - Vice President
Laura Ray - Secretary/Treasurer

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 a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.
- (B) **Vote Required.** A proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests in the Association.
- (C) **Certificate; Recording.** An amendment shall become effective upon filing with the Department of State and recording the amendment in the Public Records of Sarasota County, Florida.

ARTICLE IX

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 attorney 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 or she may be a party because of his or her 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 or her 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.

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.

ARTICLE X

INCORPORATOR: The name and address of the original Incorporator was:

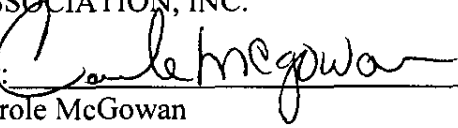
Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

ARTICLE XI

INITIAL REGISTERED AGENT AND REGISTERED OFFICE: The initial Registered Office of the Association and the name and address of its Registered Agent shall be as designated by the Board of Directors.

The Association may change its registered agent and registered agent address from time to time by resolution of the Board of Directors of the Association.

ARIELLE ON PALMER RANCH
SECTION I CONDOMINIUM
ASSOCIATION, INC.

By: 

Carole McGowan
Its President

ACCEPTANCE OF APPOINTMENT **AS REGISTERED AGENT FOR** **ARIELLE ON PALMER RANCH CONDOMINIUM ASSOCIATION, INC.**

Having been named to accept service of process for the above stated corporation, at Advanced Management of SW Florida, Inc., Douglas E. Wilson, President, 9031 Town Center Parkway, Bradenton, Florida 34202, the undersigned hereby acknowledges and accepts the

appointment and agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the duties of registered agent.

Dated: 3-27-07

Advanced Management of SW Florida, Inc.

By: 
Douglas E. Wilson, President

EXHIBIT "B"
BYLAWS

Article 4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). One director must be elected from among the owners in each of the four (4) component condominiums (Arielle on Palmer Ranch Sections I, II, III, IV) and one at large Director shall be elected by the owners in the four (4) condominiums, all in accordance with Florida law. Each term shall be for two (2) years. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below. At the time the merger of the four (4) condominium associations and the community association occurs, the members of the Arielle on Palmer Ranch Community Association, Inc., Board of Directors shall serve as the Board for the Surviving Corporation and they shall appoint two (2) members to serve until the next annual election when a new Board of Directors shall be duly elected. When the new Board of Directors is elected, the three (3) candidates receiving the highest number of votes shall be elected to two (2) year terms and the two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. In the event of a tie in the election of Directors, the newly elected members of the Board shall make the determination as to which candidate receives the longer term.