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Mergers

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1.

Main Sail Villas, LLC

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

**SPECIAL INSTRUCTIONS:**

**CERTIFICATE OF MERGER  
OF  
MAINSAIL VILLAS, LLC, a Florida limited liability company,  
GHL MAINSAIL VILLAS, LLC, a Florida limited liability company, and  
CW MAINSAIL VILLAS, LLC, a Florida limited liability company,  
WITH AND INTO  
MAINSAIL VILLAS II, LLC,  
a Florida limited liability company**

This Certificate of Merger is submitted, in accordance with Section 608.4382 of the Florida Limited Liability Company Act (the "Act"), with respect to the merger of Mainsail Villas, LLC, a Florida limited liability company ("Mainsail Villas"), GHL Mainsail Villas, LLC, a Florida limited liability company ("GHL Mainsail"), and CW Mainsail Villas, LLC, a Florida limited liability company ("CW Mainsail") with and into Mainsail Villas II, LLC, a Florida limited liability company ("Mainsail Villas II," and together with Mainsail Villas, GHL Mainsail and CW Mainsail, the "Constituent Entities"). Mainsail Villas II is hereinafter sometimes referred to as the "Surviving Entity" and the merger that is the subject of this Certificate of Merger is hereinafter referred to as the "Merger").

1. The plan of merger is attached hereto as Exhibit "A" (the "Plan of Merger").
2. The Plan of Merger was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of the Act.
3. The effective date of the Merger is the date of the filing of this Certificate of Merger with the Florida Department of State.
4. Pursuant to the Assignment and Assumption of Developer's Status, Rights and Obligations dated November 21, 2006 and recorded in Official Records Book 17262, Pages 1925-1929 of the Public Records of Hillsborough County, Florida, Mainsail Villas is the "Developer" of Bayshore Villas, a Condominium, in accordance with the Declaration of Condominium of Bayshore Villas, a Condominium, dated March 24, 2006 and recorded in Official Records Book 16316, Page 1820 of the Public Records of Hillsborough County, Florida (the "Declaration"). In accordance with Section 4.6 of the Declaration, Mainsail Villas ("Assignor") hereby assigns, transfers, and conveys to Mainsail Villas II ("Assignee") all of Assignor's rights, title and interest as Developer under the Declaration and all of the rights, benefits and privileges of the Developer thereunder. Assignee hereby assumes the liabilities and obligations of Assignor as Developer under the Declaration and agrees to perform all obligations of Assignor as Developer under the Declaration.

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned parties to the Merger have caused this Certificate of Merger to be signed by their respective duly authorized representatives as of the 25<sup>th</sup> day of May, 2007.

**MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: Remora Mainsail Villas, LLC, a Florida limited liability company, Manager

By: H. Blaine Strickland  
H. Blaine Strickland, President

**GHL MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: Rainwood Associates, L.P., a Georgia limited partnership, Managing Member

By: Rainwood G.P., Inc., a Georgia corporation, General Partner

By: \_\_\_\_\_  
George H. Lane, III, CEO

**CW MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Daniel A. Nadborny, Manager

**MAINSAIL VILLAS II, LLC**, a Florida limited liability company

By: Remora Mainsail Investors, LLC, a Florida limited liability company, Manager

By: H. Blaine Strickland  
H. Blaine Strickland, President

IN WITNESS WHEREOF, the undersigned parties to the Merger have caused this Certificate of Merger to be signed by their respective duly authorized representatives as of the 2<sup>nd</sup> day of May, 2007.

**MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: Remora Mainsail Villas, LLC, a Florida limited liability company, Manager

By: \_\_\_\_\_  
H. Blaine Strickland, President

**GHL MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: Rainwood Associates, L.P., a Georgia limited partnership, Managing Member

By: Rainwood G.P., Inc., a Georgia corporation, General Partner

By: \_\_\_\_\_  
George H. Lane, III, CEO

**CW MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Daniel A. Nudborny, Manager

**MAINSAIL VILLAS II, LLC**, a Florida limited liability company

By: Remora Mainsail Investors, LLC, a Florida limited liability company, Manager

By: \_\_\_\_\_  
H. Blaine Strickland, President

IN WITNESS WHEREOF, the undersigned parties to the Merger have caused this Certificate of Merger to be signed by their respective duly authorized representatives as of the 25<sup>th</sup> day of May, 2007.

**MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: Remora Mainsail Villas, LLC, a Florida limited liability company, Manager

By: H. Blaine Strickland  
H. Blaine Strickland, President

**GHL MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: Rainwood Associates, L.P., a Georgia limited partnership, Managing Member

By: Rainwood G.P., Inc., a Georgia corporation, General Partner

By: \_\_\_\_\_  
George H. Lane, III, CEO

**CW MAINSAIL VILLAS, LLC**, a Florida limited liability company

By: Daniel A. Nalborny  
Daniel A. Nalborny, Manager

**MAINSAIL VILLAS II, LLC**, a Florida limited liability company

By: Remora Mainsail Investors, LLC, a Florida limited liability company, Manager

By: H. Blaine Strickland  
H. Blaine Strickland, President

**Exhibit "A"**

**PLAN OF MERGER  
OF**

**MAINSAIL VILLAS, LLC, a Florida limited liability company,  
GHL MAINSAIL VILLAS, LLC, a Florida limited liability company, and  
CW MAINSAIL VILLAS, LLC, a Florida limited liability company,  
WITH AND INTO  
MAINSAIL VILLAS II, LLC,  
a Florida limited liability company**

1. Upon the filing of a Certificate of Merger (the "Certificate of Merger") with the Florida Department of State, Mainsail Villas, LLC, a Florida limited liability company ("Mainsail Villas"), GHL Mainsail Villas, LLC, a Florida limited liability company ("GHL Mainsail"), and CW Mainsail Villas, LLC, a Florida limited liability company ("CW Mainsail"), shall be merged with and into Mainsail Villas II, LLC, a Florida limited liability company ("Mainsail Villas II," and together with Mainsail Villas, GHL Mainsail and CW Mainsail, the "Constituent Entities"). Mainsail Villas II is hereinafter sometimes referred to as the "Surviving Entity" and the merger that is the subject of this Plan of Merger is hereinafter referred to as the "Merger."

2. The terms and conditions of the Merger are as follows:

(a) The Surviving Entity shall continue in existence and shall possess all of the rights, privileges, licenses, immunities and franchises, of a public as well as a private nature, of each of the Constituent Entities, and all property, real, personal or mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of such Merger; and the Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding by or against any of the Constituent Entities may be prosecuted as if such Merger had not taken place, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by the Merger.

(b) The Articles of Organization of Mainsail Villas II, as in effect immediately prior to the filing of the Certificate of Merger, shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided by law.

(c) The Amended and Restated Operating Agreement of Mainsail Villas II, as in effect immediately prior to the filing of the Certificate of Merger, shall be the operating agreement of the Surviving Entity until thereafter amended as provided by law.

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3. The Merger shall become effective upon the date and time of the filing of a Certificate of Member with the Florida Department of State (the "Effective Time").

4. At the Effective Time, the membership interests in Mainsail Villas, GHM Mainsail and CW Mainsail will be converted into membership interests in Mainsail Villas II as set forth in the Operating Agreement of Mainsail Villas II.