

NO2000060-193

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

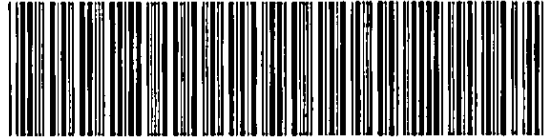
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400362425494

03/26/21--01016--008 **85.00

FILED
21 MAR 29 PM 1:43
CLERK OF STATE
TALLAHASSEE, FLORIDA

TS/6/21

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Verandah 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:

Sarah Grieb

(Contact Person)

Roetzel & Andress LPA

(Firm/Company)

850 Park Shore Drive - Third Floor

(Address)

Naples, Florida 34103

(City/State and Zip Code)

For further information concerning this matter, please call:

Sarah Grieb

(Name of Contact Person)

At (²³⁹) ⁶⁴⁹⁻²⁷²⁷

(Area Code & Daytime Telephone Number)

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

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF MERGER
OF
VERANDAH COMMUNITY ASSOCIATION, INC.
and
CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC.

The undersigned, being the presidents of VERANDAH COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, hereby execute these Articles of Merger, which shall be filed in the office of the Florida Department of State.

ARTICLE I
Plan of Merger

A copy of the Plan of Merger is attached as Exhibit "A".

ARTICLE II
Approvals

A. The members of VERANDAH COMMUNITY ASSOCIATION, INC. not entitled to vote on the Plan of Merger. As such, the Plan of Merger was adopted by VERANDAH COMMUNITY ASSOCIATION, INC. at a meeting of its Directors held on October 27, 2020. The number of votes cast in favor of the merger was sufficient for approval. The vote was 3 in favor and none opposed.

B. The Plan of Merger was adopted by CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. at a meeting of its members held on November 11, 2020. The number of votes cast in favor of the merger was sufficient for approval. The vote was 23 in favor and none opposed.

ARTICLE III
Effective Date

The merger shall be effective on the date these Articles are filed with the Division of Corporations.

In Witness Whereof, these Articles of Merger has been executed by the undersigned officers on March 22, 2021.

VERANDAH COMMUNITY ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: 
Paul Martin, President

CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation


By: 
Sandi Pearl, President

EXHIBIT "A"

PLAN OF MERGER
OF
VERANDAH COMMUNITY ASSOCIATION, INC.
and
CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC.

This is a Plan of Merger between VERANDAH COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC., a Florida, not-for-profit corporation.

ARTICLE I
Constituent Corporations

The name of each constituent corporation is: VERANDAH COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("surviving corporation"); and CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation ("merging corporation").

ARTICLE II
Merger

Under Fla. Stat. §617.1107, CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. shall be merged into VERANDAH COMMUNITY ASSOCIATION, INC. (the "merger").

ARTICLE III
Surviving Corporation

VERANDAH COMMUNITY ASSOCIATION, INC. shall be the surviving corporation of the merger.

ARTICLE IV
Articles of Incorporation

The Articles of Incorporation of VERANDAH COMMUNITY ASSOCIATION, INC. in effect immediately before the merger shall not be changed by the merger and shall continue to be its articles of incorporation subsequent to the merger.

ARTICLE V
Directors and Officers

The directors and officers of VERANDAH COMMUNITY ASSOCIATION, INC. immediately before the merger shall continue to be the directors and officers immediately following the merger.

ARTICLE VI
Members

The members of VERANDAH COMMUNITY ASSOCIATION, INC. and CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. immediately before the merger shall all be members of VERANDAH COMMUNITY ASSOCIATION, INC., the surviving corporation, immediately following the merger and, without further action, shall possess all rights and obligations granted to members of VERANDAH COMMUNITY ASSOCIATION, INC. by its charter and bylaws.

ARTICLE VII
Assets and Liabilities

On the effective date of the merger, the separate existence of CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. shall cease and VERANDAH COMMUNITY ASSOCIATION, INC., without further action, shall possess all of its rights and privileges immediately preceding the merger. All assets of any nature of CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC., without further action, shall be vested in VERANDAH COMMUNITY ASSOCIATION, INC. immediately following the merger. Following the merger, VERANDAH COMMUNITY ASSOCIATION, INC. shall be responsible for the operation and enforcement of the Declaration of Covenants, Conditions and Restrictions for Citrus Creek at Verandah Neighborhood Association, recorded at Instrument Number 2005000098055, Public Records of Lee County, Florida, as amended (the "Citrus Creek CCRs), and all other liabilities and obligations arising under the Citrus Creek CCRs. Any claim existing or action or proceeding pending against CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. may be continued as if the merger did not occur or VERANDAH COMMUNITY ASSOCIATION, INC. may be substituted for CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. in any such proceeding as its successor as the Association under the Citrus Creek CCRs. Neither the rights of creditors of nor any liens on the property of CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. shall be impaired by the merger.

ARTICLE VIII
Additional Terms

Immediately following the merger, the members of VERANDAH COMMUNITY ASSOCIATION, INC. who own property within the Citrus Creek neighborhood (the "Citrus Creek Owners") shall be responsible for all costs and expenses of the operation, maintenance and enforcement of Citrus Creek CCRs, and all other liabilities and obligations arising under the Citrus Creek CCRs. Year-end financial reporting for fiscal year 2020 shall be the responsibility of Citrus Creek. As such, those amounts as well as attorneys' fees for the merger shall be deducted from Citrus Creek's bank accounts as per the paragraph below.

The merging corporation's operating and reserve bank accounts, as of the date of merger, represent properly assessed amounts under Citrus Creek CCR's and Florida Statutes Chapter 720. Those amounts shall, after the payment of any merger attorneys' fees and costs incurred by merging and surviving corporations, shall be allocated towards the Citrus Creek CCR's budget and not towards the general operating expenses of surviving corporation. Notwithstanding the above, if surviving corporation enters into a bulk contract under which work that is the responsibility of the surviving corporation under Citrus Creek CCR's is combined with work of the surviving corporation, the Citrus Creek budgeted amounts allocated by the merging corporation towards that line item may be combined with the surviving corporation's funds to pay for that bulk contract.

In the event that a challenge is brought concerning the voting process or approval of the Plan of Merger by VERANDAH COMMUNITY ASSOCIATION, INC., the Citrus Creek Owners shall, on a pro rata basis, indemnify, defend and hold VERANDAH COMMUNITY ASSOCIATION, INC., its agents, board members, and officers, harmless from and against any and all loss, costs, expenses, claims or damages suffered by VERANDAH COMMUNITY ASSOCIATION, INC. in connection with the voting process, approval, or merger. In the event of such challenge, all necessary parties shall consent to an unwinding of the merger set forth herein and the Citrus Creek Owners shall, on a pro rata basis, be responsible for all fees and costs incurred by VERANDAH COMMUNITY ASSOCIATION, INC. arising out of the challenge and/or the unwinding.

ARTICLE IX

Effective Date

The merger shall be effective when the Articles of Merger are filed with the Florida Department of State, or at such other time specified in the articles of merger.

ARTICLE X
Abandonment

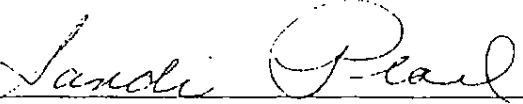
Notwithstanding anything to the contrary contained in this plan, this Plan of Merger may be terminated and abandoned by the board of directors of VERANDAH COMMUNITY ASSOCIATION, INC. or the board of directors of CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION, INC. at any time before the filing of Articles of Merger.

In Witness Whereof, this Plan of Merger has been executed by the undersigned officers on March 22, 2021.

VERANDAH COMMUNITY ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: 
Paul Martin, *President*

CITRUS CREEK AT VERANDAH NEIGHBORHOOD
ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Sandi Pearl, *President*