

N05000011295

(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



700235970767

06/07/12--01021--001 **70.00

FILED
12 JUN -7 AM 11:51

Merger
6/13/12
DL



Bank of America Centre
625 N. Flagler Drive, 7th Floor
West Palm Beach, Florida 33401
Phone: (561) 655-5444 Fax: (561) 832-8987

ADMINISTRATIVE OFFICE
3111 STIRLING ROAD
FORT LAUDERDALE, FL 33312
954.987.7550

WWW.BECKER-POLIAKOFF.COM
BP@BECKER-POLIAKOFF.COM

June 5, 2012

Reply To:
Robert Rubinstein, Esq.
Direct dial: (561) 820-2866
RRubinstein@becker-poliakoff.com

REGISTRATION SECTION
DIVISION OF CORPORATIONS
Florida Department of State
P.O. Box 6327
Tallahassee, FL 32314

**RE: Bahia at Delray Homeowners Association, Inc.
Filing Articles of Merger**

FLORIDA OFFICES
FORT MYERS
FORT WALTON BEACH
HOLLYWOOD
HOMESTEAD
KEY WEST*
MELBOURNE*
MIAMI
MIRAMAR
NAPLES
ORLANDO
PORT ST. LUCIE
SARASOTA
TALLAHASSEE
TAMPA BAY
WEST PALM BEACH

Dear Sir/Madam:

Enclosed herein please find an **original** of the Board Resolution Approving Plan of Merger and Merger, as well as a check in the amount of **\$70.00** to cover the cost of filing same and return of a stamped copy to my attention.

Thank you for your attention to this matter.

Sincerely,

Robert Rubinstein
For the Firm

RR/ykg

Enclosures

U.S. & GLOBAL OFFICES
NEW YORK, NEW YORK
WASHINGTON, D.C.
MORRISTOWN, NEW JERSEY
RED BANK, NEW JERSEY
PRAGUE, CZECH REPUBLIC

* by appointment only

FILED
12 JUN -7 AM 11:51

**ARTICLES OF MERGER
OF
BAHIA AT DELRAY CONDOMINIUM ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION
INTO
BAHIA AT DELRAY HOMEOWNERS' ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

PLAN OF MERGER

The Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference.

MEMBER APPROVAL

1. For each of the merging corporations, the date of the meeting of members at which the plan of merger was adopted was April 10, 2012.
2. For each of the merging corporations, the number of votes cast for the merger was sufficient for approval.
3. For Bahia at Delray Condominium Association, Inc., the vote on the plan was 180 of 236 members in favor of the merger.
4. For Bahia at Delray Homeowners' Association, Inc., the vote on the plan was 180 of 236 members in favor of the merger.

BAHIA AT DELRAY CONDOMINIUM ASSOCIATION, INC.

By: Michael Martin *PROCLAMANT*

Michael Martin, President

BAHIA AT DELRAY HOMEOWNERS' ASSOCIATION, INC.

By: Michael Martin *PROCLAMANT*

Michael Martin, President

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
BANK OF AMERICA CENTRE • 625 N. FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
TELEPHONE (561) 655-5444

**PLAN OF MERGER
OF BAHIA AT DELRAY CONDOMINIUM ASSOCIATION, INC.
INTO
BAHIA AT DELRAY HOMEOWNERS' ASSOCIATION, INC.**

This Plan of Merger is between BAHIA AT DELRAY CONDOMINIUM ASSOCIATION, INC. (the "Merged Corporation") and BAHIA AT DELRAY HOMEOWNERS' ASSOCIATION, INC. (the "Surviving Corporation").

RECITALS

A. The Merged Corporation is a not-for-profit condominium association corporation organized and existing under the laws of the State of Florida with its principal office at 995 Crystal Way, Delray Beach, Florida 33444.

B. The Surviving Corporation is a not-for-profit homeowner's association corporation organized and existing under the laws of the State of Florida, with its principal office at 995 Crystal Way, Delray Beach, Florida 33444.

C. The Boards of Directors of the Merged Corporation and the Surviving Corporation have agreed that it is in their mutual best interests that the Merged Corporation be merged into the Surviving Corporation pursuant to the provisions of the Florida Not For Profit Corporation Act, in order to streamline operations, reduce administrative costs and delays and obtain a uniform management of the residential community currently managed by the Merged Corporation and the Surviving Corporation.

NAMES OF MERGING AND SURVIVING CORPORATIONS

BAHIA AT DELRAY CONDOMINIUM ASSOCIATION, INC., the corporation proposing to merge, merges into BAHIA AT DELRAY HOMEOWNERS' ASSOCIATION, INC., which is the Surviving Corporation.

TERMS AND CONDITIONS OF PROPOSED MERGER

1. The Effective Date of the merger is the date the Articles of Merger are delivered to the Department of State.

2. The Board of Directors of the Merging Corporation and the Surviving Corporation will submit this Plan of Merger to a vote at a meeting of their members at a special meeting on 4-10, 2012.

3. On the Effective Date, the separate existence of the Merged Corporation ceases and the Surviving Corporation succeeds to all of the powers, rights, privileges and property of the Merged Corporation, including, but not limited to, those under the Declaration of Condominium for Bahia at Delray Condominium, as recorded in Official Records Book 19513 at Page 160 of the Public Records of Palm Beach County, Florida, and all exhibits attached thereto, all of which are incorporated herein by reference, as all may have been and may be amended from time to time, without the requirement of any additional documents of transfer. The Surviving Corporation is responsible for and assumes all liabilities and obligations of the Merged Corporation.

4. The Officers and Directors of the respective corporations will take the actions necessary to prepare, execute and file Articles of Merger with the Florida Department of State.

CHANGES IN ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The changes to the Articles of Incorporation of the Surviving Corporation to be effected by the merger are as follows:

1. Section 3 is amended to read as follows:

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Condominium of Bahia at Delray Condominium, as recorded in Official Records Book 19513 at Page 160 of the Public Records of Palm Beach County, Florida, and the Declaration of Covenants, Restrictions and Easements for Bahia at Delray, recorded (or to be recorded) in Official Records Book 19513 at Page 1 of the Public Records of Palm Beach County Florida, both as hereafter amended and/or supplemented from time to time (the "Declaration of Condominium and the "Declaration" or "Homeowners' Covenants", respectively). All of the definitions set forth in the Declaration of Condominium and Homeowners' Covenants are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in The Properties and to maintain ~~the Common~~ The Properties as required by the Declaration of Condominium and Homeowners' Covenants thereof for the benefit of the Owners who become Members of the Association.

2. Section 4 is amended to read as follows:

The terms used in these Articles ~~shall~~ have the same definitions and meanings as those set forth in the Declaration of Condominium and Homeowners' Covenants, unless herein provided to the contrary, or unless the context otherwise requires.

3. Sections 5.1, 5.2, 5.3, 5.4 and 5.5 are amended to read as follows:

5.1 General. The Association ~~has shall have~~ all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration of Condominium, the Homeowners' Covenants or the By-Laws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association ~~has shall have~~ all of the powers and duties set forth in and as reasonably necessary to operate The Properties pursuant to the Declaration of Condominium and the Homeowners' Covenants, these Articles and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration of Condominium and the Homeowners' Covenants.

(c) To maintain, repair, replace, reconstruct, add to and operate ~~the Common~~ The Properties and other property acquired or leased by the Association in accordance with the provisions of the Declaration of Condominium and the Homeowners' Covenants.

(d) To purchase insurance as required by Chapter 718, Florida Statutes, the Declaration of Condominium and upon the Common Properties and insurance for the protection of the Association, its officers, directors and Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units and Lots as may be, but only to the extent, provided by the Declaration of Condominium and the Homeowners' Covenants.

(g) To enforce by legal means the provisions of the Declaration of Condominium, the Homeowners' Covenants, these Articles, the By-Laws, the rules and regulations for the use of the Common Properties and applicable law.

(h) To contract for the management and maintenance of the condominium property under the Declaration of Condominium and the Common Properties and to hire ~~authorize~~ a management agent ~~(which may be an affiliate of the Developer)~~ to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement ~~of the Common Properties~~, with such funds ~~as shall be~~ made available by the Association for such purposes. The Association and its officers ~~shall, however,~~ retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the condominium property under the Declaration of Condominium and the Common Properties.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds are ~~shall be~~ held for the benefit and use of the members in accordance with the provisions of the Declaration of Condominium, the Homeowners' Covenants, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution. The Association ~~shall~~ cannot pay a dividend to its members and cannot ~~shall~~ make a ~~no~~ distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association must ~~shall~~ be transferred ~~only to another non-profit corporation or a public agency or as otherwise authorized by the Florida law Not For Profit Corporation Act (Chapter 617, Florida Statutes).~~

5.5 Limitation. ~~Notwithstanding anything contained in the Declaration, the By-Laws or these Articles to the contrary, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of One Hundred Thousand and No/100 dollars (\$100,000.00), the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained.~~ The powers of the Association are ~~shall be~~ subject to and ~~shall be~~ exercised in accordance with the provisions hereof and of the

Declaration of Condominium, the Homeowners' Covenants, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration of Condominium, the Homeowners' Covenants, these Articles and By-Laws.

4. Sections 6.1, 6.2 and 6.3 are amended to read as follows:

6.1 Membership. The members of the Association shall consist of ~~the Declarant and~~ all of the record title Owners of Lots and Units within The Properties from time to time, and after termination of The Properties, shall also consist of those who were members at the time of such termination, and their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or Unit for which that share is held.

6.3 Voting. ~~The Association shall have two (2) classes of voting membership:~~

~~Class A Members shall be all those Owners, as defined in Section 6.1, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify) and shall be are entitled to cast one (1) the number of votes (including fractional votes) equal to the percentage obligation attributable to the for each Lots or Unit owned by such Owner for expenses of the Homeowners' Association. Notwithstanding the foregoing, Class A Members who are also members of a Neighborhood Association shall only vote through a Voting Member and said Class A Members shall be entitled to elect from among themselves, respectively, one Voting Member for each such respective Neighborhood Association, each such Voting Member to have and cast the number of votes equal to the aggregate of the votes entitled to be cast by the Owners represented by the Neighborhood Association. The first election of such Voting Member for a particular Neighborhood Association shall be conducted at or immediately following the meeting at which control of such Neighborhood Association is turned over to its members other than the developer/declarant (i.e., at which the non-developer/declarant members elect a majority of the board of directors) and prior to such time, the Voting Member for the members within the Neighborhood Association shall be the developer of the community governed by the Neighborhood Association. At such time and at all times thereafter, the Neighborhood Association shall elect its Voting Member in the same manner as it elects its board of directors,~~

~~subject to the same rules as those applicable to its directors as to the term of office, removal, replacement and other matters. In the event that the members of a Neighborhood Association do not elect a Voting Member, the President of such Association shall perform the duties of the Voting Member.~~

~~Class B Member. The Class B Voting Member shall be the Declarant, or a representative thereof, who shall have and cast one (1) vote in all Association matters, plus two (2) votes for each vote which may be cast, in the aggregate, by the Class A Members and/or Voting Members. Such Class B Voting Member may be removed and replaced by the Declarant in its sole discretion. The Class B membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 6.5 below.~~

~~All votes are shall be exercised or cast in the manner provided by the Declaration of Condominium, the Homeowners' Covenants and By-Laws.~~

5. Section 10.1 is amended to read as follows:

10.1 Number and Qualifications. The property, business and affairs of the Association are ~~shall be~~ managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but ~~which shall consist of~~ not less than three (3) directors. Directors must ~~need not~~ be members of the Association.

6. Section 12 is amended to read as follows:

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws ~~and the Homeowners' Covenants.~~

**BAHIA AT DELRAY HOMEOWNERS' ASSOCIATION, INC.
BOARD RESOLUTION APPROVING PLAN OF MERGER AND MERGER**

WHEREAS, Bahia at Delray Homeowners' Association, Inc. (hereinafter Association) operates the community known as Bahia at Delray, pursuant to that certain Declaration of Covenants, Restrictions and Easements for Bahia at Delray, recorded in Official Records Book 19513 at Page 1 of the Public Records of Palm Beach County, Florida (hereinafter Declaration) and its Articles of Incorporation and Bylaws attached thereto as Exhibits A and B and;

WHEREAS, the Declaration requires certain Common Areas to be owned and maintained by the Association for the benefit of its members, which Common Areas are more particularly described in Exhibit C to the Declaration and in that certain Quitclaim Deed of Common Properties recorded January 25, 2010, in Official Records Book 23657 at Page 1903 and again in Official Records Book 23843 at Page 1631, both of the Public Records of Palm Beach County, Florida; and

WHEREAS, Bahia at Delray Condominium Association, Inc. (hereinafter Condominium Association) operates and manages the Bahia at Delray Condominium, pursuant to that certain Declaration of Condominium for Bahia at Delray Condominium, recorded November 9, 2005 in Official Records Book 19513 at Page 160 of the Public Records of Palm Beach County, Florida, which is the only community within Bahia at Delray; and

WHEREAS, it would serve the beneficial and economic interests of the Homeowners Association and Condominium Association and their members to have a single entity operate and manage the entire community; and

WHEREAS, the Board of Directors and members of the Homeowners Association are identical to the Board of Directors and members of the Condominium Association;

NOW, THEREFORE, the Board of Directors of the Homeowners Association hereby adopts the following resolutions:

BE IT RESOLVED, that the Board approves the Plan of Merger attached hereto as Exhibit A and the merger of the Condominium Association, as the merging corporation, into the Homeowners Association, as the surviving corporation, in order to eliminate the unnecessary corporation and have a single entity operate and manage the entire community;

BE IT FURTHER RESOLVED, that the Board directs that the Plan of Merger be submitted to a vote at a meeting of members.

Dated: 4/10, 2012

Bahia at Delray Homeowners Association, Inc.

By: 

Sal Ventura, Secretary

**BAHIA AT DELRAY HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION APPROVING PLAN OF MERGER AND MERGER**

WHEREAS, Bahia at Delray Homeowners Association, Inc. (hereinafter Association) operates the community known as Bahia at Delray, pursuant to that certain Declaration of Covenants, Restrictions and Easements for Bahia at Delray, recorded in Official Records Book 19513 at Page 1 of the Public Records of Palm Beach County, Florida (hereinafter Declaration) and its Articles of Incorporation and Bylaws attached thereto as Exhibits A and B and;

WHEREAS, the Declaration requires certain Common Areas to be owned and maintained by the Association for the benefit of its members, which Common Areas are more particularly described in Exhibit C to the Declaration and in that certain Quitclaim Deed of Common Properties recorded January 25, 2010, in Official Records Book 23657 at Page 1903 and again in Official Records Book 23843 at Page 1631, both of the Public Records of Palm Beach County, Florida; and

WHEREAS, Bahia at Delray Condominium Association, Inc. (hereinafter Condominium Association) operates and manages the Bahia at Delray Condominium, pursuant to that certain Declaration of Condominium for Bahia at Delray Condominium, recorded November 9, 2005 in Official Records Book 19513 at Page 160 of the Public Records of Palm Beach County, Florida, which is the only community within Bahia at Delray; and

WHEREAS, it would serve the beneficial and economic interests of the Homeowners Association and Condominium Association and their members to have a single entity operate and manage the entire community; and

WHEREAS, the Board of Directors and members of the Homeowners Association are identical to the Board of Directors and members of the Condominium Association;

NOW, THEREFORE, the Board of Directors of the Homeowners Association hereby adopts the following resolutions:

BE IT RESOLVED, that the Board approves the Plan of Merger attached hereto as Exhibit A and the merger of the Condominium Association, as the merging corporation, into the Homeowners Association, as the surviving corporation, in order to eliminate the unnecessary corporation and have a single entity operate and manage the entire community;

BE IT FURTHER RESOLVED, that the Board directs that the Plan of Merger be submitted to a vote at a meeting of members.

Dated: 4/10, 2012

Bahia at Delray Homeowners Association, Inc.

By: 
Sal Ventura, Secretary