

NH000002198

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

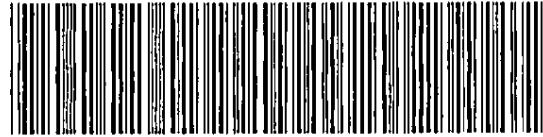
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500341168275

RECEIVED
2020 FEB 26 AM 4:29
FEB 26 2020

FILED
20 FEB 26 AM 11:05
FEB 26 2020

TS
FEB 27 2020

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Date: 2-26-20

Requestor Name: Carlton Fields

Address: Post Office Drawer 190
Tallahassee, Florida 32302

Telephone: (850) 513-3619 - direct
(850) 224-1585

Contact Name: Kim Pullen, CP, FRP

AUTHORIZED AMOUNT TO
DEDUCT FROM ACCOUNT

\$ 87.50
more if needed

Merger:
Corporation Name: Sherman Hills of Hernando County
Homeowners Association, Inc. into
Sherman Hills Homeowners Association, Inc.

Email Address: _____

Entity Number: N19000010294 → N14000002198

Authorization: Kim Pullen

☒ Merger
Certified Copy

☐ New Filings

☐ Fictitious Name

☒ Certificate of Status

☐ Annual Report

☐ Registration

☐ Plain Stamped Copy

☒ Amendments

(X) Call When Ready

(X) Call if Problem

() After 4:30

(X) Walk In

() Will Wait

(X) Pick Up

CF Internal Use Only

Client: _____ Matter: _____

Name: J. Liu Office: TPA

9501656.4

File
1st

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Date: 2-26-20

Requestor Name: Carlton Fields

Address: Post Office Drawer 190
Tallahassee, Florida 32302

Telephone: (850) 513-3619 - direct
(850) 224-1585

Contact Name: Kim Pullen, CP, FRP

AUTHORIZED AMOUNT TO
DEDUCT FROM ACCOUNT

\$ 87.50
more if needed

Merger: Sherman Hills of Hernando County
Corporation Name: Homeowners Association, INC. into
Sherman Hills Homeowners Association, Inc.

Email Address: _____

Entity Number: N19000010294 → N14000002198

Authorization: Kim Pullen

☒ Merger
Certified Copy

☐ New Filings

☐ Fictitious Name

☐ Plain Stamped Copy

☒ Amendments

☒ Certificate of Status

☐ Annual Report

☐ Registration

(X) Call When Ready

(X) Call if Problem

() After 4:30

(X) Walk In

() Will Wait

(X) Pick Up

CF Internal Use Only

Client: _____ Matter: _____

Name: J. Liu Office: TPA

9501656-1

File
1st

**ARTICLES OF MERGER
OF
SHERMAN HILLS OF HERNANDO COUNTY HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation
with and into
SHERMAN HILLS HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation**

Pursuant to Florida Statutes
Sections 617.1103 and 617.1105

Pursuant to Sections 617.1103 and 617.1105 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
Sherman Hills of Hernando County Homeowners Association, Inc.	Florida N19-10294
Sherman Hills Homeowners Association, Inc.	Florida N14-2198

Sherman Hills Homeowners Association, Inc., a Florida not for profit corporation, shall be the surviving entity.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

FILED
20 FEB 26 AM 11:05
FBI - MIAMI
RECEIVED

ARTICLE III
Approval of the Plan

Pursuant to Section 617.1103(1)(b) of the Florida Statutes, the board of directors of Sherman Hills of Hernando County Homeowners Association, Inc. unanimously adopted the plan of merger by written consent dated February, 20, 2020. There are no members of Sherman Hills of Hernando County Homeowners Association, Inc. entitled to vote on the plan of merger.

Pursuant to Section 617.1103(1)(b) of the Florida Statutes, the board of directors of Sherman Hills Homeowners Association, Inc. unanimously adopted the plan of merger by written consent dated February 20, 2020. There are no members of Sherman Hills Homeowners Association, Inc. entitled to vote on the plan of merger.

ARTICLE IV
Effective Time

The merger shall become effective upon the filing of the Articles of Merger with the Secretary of State of the State of Florida.

[Signatures on Next Page]

FILED
20 FEB 26 AM 11:05
CLERK OF THE COURT
STATE OF FLORIDA

The undersigned authorized representatives of the constituent organizations have caused these Articles of Merger to be executed this 20 day of February 2010.20.

**SHERMAN HILLS OF HERNANDO COUNTY
HOMEOWNERS ASSOCIATION, INC.**

a Florida not for profit corporation

By: 

Name: JEFF RIOSELLE

Title: PRESIDENT

**SHERMAN HILLS HOMEOWNERS
ASSOCIATION, INC.**

a Florida not for profit corporation

By: 

Name: DAWN VADE

Title: PRESIDENT

FILED
20 FEB 25 AM 11:05
SHERMAN HILLS OF HERNANDO COUNTY FLORIDA

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

FILED

20 FEB 26 AM 11:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER
OF
SHERMAN HILLS OF HERNANDO COUNTY HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation
with and into
SHERMAN HILLS HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation**

This Agreement (this "Agreement") is entered into on this February 20, 2020, by and between **Sherman Hills of Hernando County Homeowners Association, Inc.**, a Florida not for profit corporation (the "Merging Corporation"), and **Sherman Hills Homeowners Association, Inc.**, a Florida not for profit corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement. The board of directors of the Merging Corporation has approved the Merger in accordance with Section 617.1103(1)(b) of the Florida Not For Profit Corporation Act (the "Act"). There are no members of the Merging Corporation entitled to vote on the plan of Merger. The board of directors of the Surviving Corporation has approved the Merger in accordance with Section 617.1103(1)(b) of the Act. There are no members of the Surviving Corporation entitled to vote on the plan of Merger. This Agreement sets forth a plan of merger pursuant to the provisions of the Act.

The Constituent Corporations are organized for the purpose of promoting the health, safety, and general welfare of the residents and owners of the Sherman Hills, Hernando County community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, and conditions set forth herein, the parties hereto do hereby agree as follows:

**SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING
MERGER INTO EFFECT.**

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation. Contemporaneously with the consummation of the Merger, Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sherman Hills Homeowners Association, Inc. (the "Declaration") shall be recorded in the Public Records of Hernando County, Florida.

(b) Pursuant to the Merger, the articles of incorporation of the Surviving Corporation, as amended and restated contemporaneously with the consummation of the Merger, (the "Articles") shall be the articles of incorporation of the Surviving Corporation until otherwise

amended or repealed in accordance with applicable law. Such *Articles* of the Surviving Corporation shall be recorded in the public records of Hernando County, Florida as an exhibit to the *Declaration*.

(c) Pursuant to the Merger, the bylaws of the Surviving Corporation, as amended and restated contemporaneously with the consummation of the Merger, (the "Bylaws") shall be the bylaws of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law. Such *Bylaws* of the Surviving Corporation shall be recorded in the public records of Hernando County, Florida as an exhibit to the *Declaration*.

(d) LGI Homes – Florida, LLC identified as "Declarant" in the Declaration of Covenants, Conditions and Restrictions for Sherman Hills of Hernando County shall sign a written consent approving the *Declaration* and *Bylaws*.

(c) From and after the Effective Time, the directors and officers of the Surviving Corporation shall be those persons identified in Exhibit A of this Agreement, each to remain directors and officers until their respective successors are duly elected or appointed and qualified in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, the Declaration, or as otherwise provided by law.

(d) The established offices and facilities of the Merging Corporation immediately prior to the Effective Time shall continue as offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(e) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, rights to gifts and bequests, choses in action, rights and credits), then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a continuation of each of the Constituent Corporations, and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its members, board of directors, officers, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

SECTION 2. MEMBERSHIP.

As of the date of this Agreement, all members of the Constituent Corporations shall become members of the Surviving Corporation.

SECTION 3. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the board of directors of the Merging Corporation and the board of directors of the Surviving Corporation in the manner required by the Act, the respective articles of incorporation, the respective bylaws of the Constituent Corporations, and the respective declarations of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 4. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("Articles of Merger") meeting the requirements of the Act, to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon in writing by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the Act.

SECTION 5. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of the Merging Corporation, the directors and officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 6. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and Surviving Corporation, respectively. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the party of either of the Constituent Corporations or of their respective directors, officers, employees, agents, members, or incorporators.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time.

SECTION 7. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 8. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

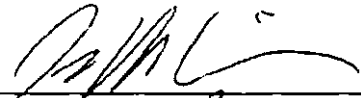
SECTION 9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

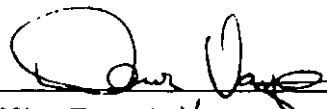
FILED
20 FEB 26 AM 11:05
NOT RECORDED
STATE
OF FLORIDA

Each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

**SHERMAN HILLS OF HERNANDO COUNTY
HOMEOWNERS ASSOCIATION, INC.**
a Florida not for profit corporation

By: 
Name: JEFF RISPOLI
Title: PRESIDENT

**SHERMAN HILLS HOMEOWNERS
ASSOCIATION, INC.**
a Florida not for profit corporation

By: 
Name: JOHN VAUX
Title: PRESIDENT

FILED
20 FEB 26 AM 11:06
CLERK OF DISTRICT COURT
HALL COUNTY FLORIDA

Exhibit A

Directors and Officers

Dawn Vaux — President
Elizabeth Cabrera — Secretary
Claudine Duclos Earle — Treasurer
Buddy Jimmerson — Director

FILED

20 FEB 26 AM 11:06

SHERRILL COUNTY STATE
COURT CLERK'S OFFICE
MARIETTA, GEORGIA