

N20172

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies 2

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100268411701

01/20/15--01050--020 **78.75

FILED
15 JAN 20 PM 4:01

*MP
Merger*

01/27/15

DL

**BECKER &
POLIAKOFF**

Adam W. Carls, Esq.
Attorney at Law
Phone: (407) 875-0955 Fax: (407) 999-2209
acarls@bplegal.com

111 N. Orange Avenue
Suite 1400
Orlando, Florida 32801

January 13, 2015

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

RE: Quail Meadow Property Owners Association, Inc. - N20172
Quail Meadow Recreation Property Owners Association, Inc. - N92000000176
Filing Articles of Merger

Dear Sir/Madam:

Enclosed herein please find the **original** Articles of Merger and Agreement and Plan of Merger between Quail Meadow Property Owners Association, Inc. and Quail Meadow Recreation Property Owners Association, Inc. We have also enclosed Quail Meadow Recreation Property Owners Association, Inc.'s check numbered 340 in the amount of **\$78.75** to cover the cost of filing same and the return of a certified copy to my attention in the self-addressed stamped envelope provided.

Thank you for your attention to this matter. Please contact us with any questions or concerns regarding this matter.

Very truly yours,



Adam W. Carls

AWC/KS2

Enclosure

Cc: Quail Meadow Property Owners Association, Inc.

ACTIVE: Q19413/266186:6593048_1

ARTICLES OF MERGER

FILED
15 JAN 20 PM 4:01

**QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.
QUAIL MEADOW RECREATION PROPERTY OWNERS ASSOCIATION, INC.**

Pursuant to Section 617.1101 through 617.1105, *Florida Statutes*, the undersigned corporations affirm and adopt the following:

1. The Agreement and Plan of Merger between Quail Meadow Recreation Property Owners Association, Inc. and Quail Meadow Property Owners Association, Inc., both Florida corporations not-for-profit, has been duly approved by the Board of Directors for each respective Association, and was submitted to the membership of each Association for a vote on its adoption.

2. The Plan of Merger was adopted pursuant to Section 617.1103(1)(a), as follows:

a. The members of the Surviving Corporation adopted the Plan of Merger by the majority vote of 250 members in favor, and 13 opposed, at the membership meeting of the Surviving Corporation duly held on December 6, 2014.

b. The members of the Non-Surviving Corporation adopted the Plan of Merger by the majority vote of 246 members in favor, and 12 members opposed, at the membership meeting of the Non-Surviving Corporation duly held on December 11, 2014.

3. The Surviving Corporation shall be Quail Meadow Property Owners Association, Inc.

4. The Articles of Incorporation and By-Laws of the Surviving Corporation will be the same as the existing Articles of Incorporation and By-Laws of Quail Meadow Property Owners Association, Inc., as amended from time to time.

5. The Agreement and Plan of Merger adopted by the corporations is attached herewith to these Articles of Merger.

6. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**QUAIL MEADOW PROPERTY OWNERS
ASSOCIATION, INC.**

**QUAIL MEADOW RECREATION
PROPERTY OWNERS
ASSOCIATION, INC.**

By: Karen Hutchison (signature) Benny Bachand (signature)
Karen Hutchison (Print), its President. Benny Bachand (Print), its President.

Date: 1/5/15

Date: 1/5/15

AGREEMENT AND PLAN OF MERGER

QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC. QUAIL MEADOW RECREATION PROPERTY OWNERS ASSOCIATION, INC.

This Agreement and Plan of Merger is executed by and among QUAIL MEADOW RECREATION PROPERTY OWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation (herein referred to as "Non-Surviving Corporation"), and QUAIL MEADOW PROPERTY OWNERS ASSOCIATION INC., a Florida Not for Profit Corporation (herein referred to as "Surviving Corporation"), said corporations being herein sometimes referred to as the "Constituent Corporations".

The Non-Surviving Corporation is duly organized and existing under the laws of the State of Florida, having been incorporated thereunder on November 9, 1992, and is the entity responsible for the operation and management of certain recreational areas and facilities, as more particularly described in the Third Amendment to Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1832, Page 1773, Public Records of Marion County, Florida, as altered, supplemented, or amended. The Surviving Corporation is a corporation organized and existing under the laws of the State of Florida, having been incorporated thereunder on April 16, 1987, and is the entity responsible for the operation and management of the subdivision known as Quail Meadow, as more particularly described in the Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1414, Page 0921, Public Records of Marion County, Florida, as altered, supplemented, and amended. All corporations were organized under their present names and such names have never been changed.

The principal office and mailing address of the Non-Surviving Corporation is 3158 NW 49th Avenue, Ocala, Florida 34482. The principal office and mailing address of the Surviving Corporation is also 3158 NW 49th Avenue, Ocala, Florida 34482.

The Board of Directors of the Non-Surviving Corporation and the Board of Directors of the Surviving Corporation deem it to be to the benefit and advantage of each of said corporations and their respective members that the Constituent Corporations merge under and pursuant to the provisions of Section 617.1105 of the Florida Statutes.

The Board of Directors of the Constituent Corporations must approve this Agreement and Plan of Merger by resolution prior to a vote regarding the same by their respective memberships, and shall direct that it be submitted to a vote of the respective members of the Constituent Corporations entitled to vote thereon for the purpose of considering the approval of this Agreement. Written notice setting forth this Agreement and Plan of Merger will be given to each member entitled to vote at such meeting in accordance with the Articles of Incorporation or Bylaws of the Constituent Corporations.

In consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that in accordance with Section 617.1105 of the Florida Statutes, the Non-Surviving Corporation shall be merged with and into the Surviving Corporation and that the

terms and conditions of such merger and the mode of carrying it into effect are, and shall be, as herein set forth.

ARTICLE I

Except as herein specifically set forth, the corporate existence of the Surviving Corporation, with all its purposes, powers and objects shall continue in effect and unimpaired by the merger, and the corporate identity and existence, with all the purposes, powers and objects of the Non-Surviving Corporation shall be merged into the Surviving Corporation, and the Surviving Corporation, as the corporation surviving the merger, shall be fully vested therewith. The separate existence and corporate organization of the Non-Surviving Corporation shall cease as soon as the merger becomes effective as herein provided, and thereupon the Non-Surviving Corporation and the Surviving Corporation shall be a single corporation, to wit, the Surviving Corporation. This Agreement shall continue in effect and the merger shall become effective only if the Agreement is adopted by the members of the Constituent Corporations as provided in Article VIII hereof. Upon such adoption, that fact shall be certified in Articles of Merger executed by the President of each of the Constituent Corporations, in compliance with Section 617.1105 of the Florida Statutes. This Agreement shall be filed with said Articles of Merger in the office of the Secretary of State of Florida, and a copy of this Agreement, certified by the Secretary of State of Florida, shall be recorded in the office of the Clerk of Courts of Marion County in the State of Florida.

The merger shall become effective when the necessary filings have been accomplished in Florida. The date when the merger becomes effective is sometimes herein referred to as the "Effective Date of the Merger".

ARTICLE II

Upon the Effective Date of the Merger, the Articles of Incorporation of Quail Meadow Property Owners Association, Inc. shall be the Articles of Incorporation of the Surviving Corporation, as amended herein, until the same shall be thereafter altered, amended or repealed in accordance with the law. Said Articles of Incorporation are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full. The changes to the Articles of Incorporation of the Surviving Corporation to be effected by the merger are as follows:

1. Article Five is amended, in part, to read as follows:

"The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors. The Board shall consist of not less than three, nor more than ~~seven~~ nine, members; the specific number to be set from time to time as provided in the By-laws."

ARTICLE III

Upon the Effective Date of the Merger, the By-Laws of Quail Meadow Property Owners Association, Inc. shall be the By-Laws of the Surviving Corporation, as amended herein, until the same shall be thereafter altered, amended or repealed in accordance with the law. Said

Bylaws are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full. The changes to the Articles of Incorporation of the Surviving Corporation to be effected by the merger are as follows:

1. Article Three, Section 3 is amended to read as follows:

“The number of Directors of the Association shall be fixed by resolution of the Board of Directors but in no event shall the number be less than three (3) nor more than ~~seven (7)~~ **nine (9)**. Except with respect to directors selected by the Class “B” member of the Association, any person nominated must own (or be a principal officer of the Owner) or reside at a lot or be the spouse of an Owner.”

ARTICLE IV

Upon the Effective Date of the Merger, the Surviving Corporation shall continue in existence and, without further transfer, succeed to and possess all the rights, privileges and purposes of each of the Constituent Corporations and all of the property, real and personal, including any causes of action, duties, rights and remedies under the Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1414, Page 0921, Public Records of Marion County, Florida, as altered, supplemented, and amended from time to time, and every other asset of each of the Constituent Corporations (including, but not limited to, the right to collect assessments due to the Constituent Corporations pursuant to the budgets adopted by the Constituent Corporations) shall vest in the Surviving Corporation without further act or deed, and the Surviving Corporation shall be liable for all the liabilities, obligations, and penalties of each of the Constituent Corporations.

Funds of the Non-Surviving Corporation, which shall become titled in the Surviving Corporation as a result of the merger, shall be used only for the purposes defined in the Third Amendment to Protective Covenants of Quail Meadow Subdivision, recorded in Official Records Book 1832, Page 1773, Public Records of Marion County, Florida, as altered, supplemented, and amended from time to time, for which said funds had accrued. All monies assessed, charged, collected, borrowed, held, allocated, accounted for, spent, invested, and otherwise managed by the Surviving Corporation shall continue to be in compliance with the Protective Covenants of Quail Meadow Subdivision and Florida Statutes, as altered, supplemented, and amended from time to time.

No liability or obligation due or to become due, claim or demand for any cause existing in favor or against any Constituent Corporation, or any member, officer, director or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against any Constituent Corporation, or any member, officer, director or employee thereof shall abate or be discontinued by such merger but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in any action or proceeding in place of the Non-Surviving Corporation.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to best perfect or confirm of record in the Surviving Corporation the title of any property or rights of the Constituent Corporations or otherwise to carry out the provisions thereof, the proper officers and directors of the Constituent Corporations, as of the Effective Date of the Merger, shall execute and deliver any and all proper deeds, assignments and assurances in law and do all things necessary or proper to best perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the provisions thereof.

ARTICLE V

Upon the Effective Date of the Merger, and pursuant to Section 617.1101(2)(d), Florida Statutes, memberships of the Non-Surviving Corporation shall be converted to memberships in the Surviving Corporation, in light of the fact that each member of the Non-Surviving Corporation is also already a member of the Surviving Corporation. No other conversion of obligations or securities will occur as a result of the merger.

ARTICLE VI

The Board of Directors of the Surviving Corporation, as of the Effective Date of the Merger, shall remain as constituted pursuant to the Articles of Incorporation and Bylaws of the Surviving Corporation. If, on or after the Effective Date of the Merger, a vacancy shall come to exist in the Board of Directors of the Surviving Corporation, or in any of the offices, such vacancy may be filled in the manner provided in the Articles of Incorporation and By-Laws of the Surviving Corporation, as altered and amended from time to time, and in accordance with the law.

ARTICLE VII

All corporate acts, plans, policies, approvals, and authorizations of the Non-Surviving Corporation, its members, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents which were valid and effective immediately prior to the Effective Date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on the Non-Surviving Corporation. Such merger shall not in itself effect any other change in such plans or rights.

ARTICLE VIII

This Agreement and Plan of Merger shall be submitted to the members of each of the Constituent Corporations as provided by the applicable laws of the State of Florida. There shall be required for the adoption of this Agreement by (i) the Non-Surviving Corporation - the affirmative vote of the holders of at least a majority of the membership of the Non-Surviving Corporation at a duly noticed meeting of the Association, voting in person or by proxy at a duly noticed meeting of the Association, provided that such approval constitutes approval by a majority of the entire membership of the corporation; and by (ii) the Surviving Corporation - the affirmative vote of the holders of at least a majority of the membership of the Surviving Corporation, voting in person or by proxy at a duly noticed meeting of the Association, provided

that such approval constitutes approval by a majority of the entire membership of the corporation. In addition, consummation of the merger shall be subject to obtaining any consents or approvals determined by the respective Boards of Directors of the Constituent Corporations to be necessary to effect such merger.

ARTICLE IX

The Surviving Corporation hereby agrees that it may be served with process in any proceedings for enforcement of any obligation of the Non-Surviving Corporations as well as for the enforcement of any obligation resulting from the merger.

ARTICLE X

This Agreement and the merger may be terminated and abandoned by resolutions of the Board of Directors of the Non-Surviving Corporation and the Surviving Corporation prior to the Effective Date of the Merger. In the event of the termination and the abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Article X, this Agreement shall become void and of no further effect without any liability on the part of either of the Constituent Corporations or its membership or the directors or officers in respect thereof.

ARTICLE XI

This Agreement and Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each party of this Agreement and Plan of Merger duly authorized by its respective Board of Directors has caused these presents to be executed on its behalf by its President and attested to by its Secretary as of the day and year indicated below.

**QUAIL MEADOW PROPERTY OWNERS
ASSOCIATION, INC.**


BY: Karen Hutchison
President

Date: 11/03/14

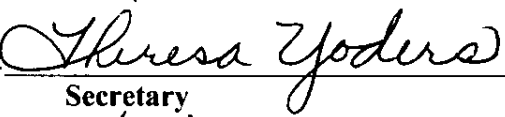
ATTEST: Donna Elliott
Secretary

Date: 11/03/14

QUAIL MEADOW RECREATION
PROPERTY OWNERS ASSOCIATION, INC.

BY: 
President

Date: 11/3/14

ATTEST: 
Secretary

Date: 11/3/14

ACTIVE: 6377764_1