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**MERGER OR SHARE EXCHANGE**

**Bridlewood Community Association, Inc.**

|                       |         |
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| Estimated Charge      | \$78.75 |

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Help

ARTICLES OF MERGER  
of  
**BRIDLEWOOD OF ESCAMBIA COUNTY HOMEOWNERS ASSOCIATION, INC.**  
A Florida Not for Profit Corporation  
into  
**BRIDLEWOOD II OWNERS ASSOCIATION, INC.**  
A Florida Not for Profit Corporation, the Survivor  
with its name changed to:  
**BRIDLEWOOD COMMUNITY ASSOCIATION, INC.**  
A Florida Not for Profit Corporation  
and Homeowners' Association

Bridlewood of Escambia County Homeowners Association, Inc. ("HOA I") and Bridlewood II Owners Association, Inc. ("HOA II"), upon approval by their Members, execute and file these Articles of Merger pursuant to F.S. 617.1105 as follows:

1. HOA I shall merge into HOA II, which shall be the Survivor Corporation and shall assume and be liable for all of HOA I's assets and liabilities. The Members of HOA I are all members of surviving corporation, renamed as Bridlewood Community Association, Inc.
2. The HOA I Members approved these Articles of Merger by the written consent of 81 Voting Interests, constituting at least two-thirds (2/3) of the total Voting Interests of HOA I.
3. The HOA II Members approved these Articles of Merger by the written consent of 101 Voting Interests, constituting a majority of the total Voting Interests of HOA II.
4. The number of votes cast by the Members of both HOA I and HOA II was sufficient for approval of the Plan of Merger and these Articles of Merger.
5. The name of the Survivor Corporation shall be Bridlewood Community Association, Inc., a Florida not-for-profit corporation and homeowners' association.

**BRIDLEWOOD OF ESCAMBIA  
COUNTY HOMEOWNERS  
ASSOCIATION, INC.**

By: Wes Malone  
Name: Wes Malone  
Its: Board President

**BRIDLEWOOD II OWNERS  
ASSOCIATION, INC.**

By: Wes Malone  
Name: Wes Malone  
Its: Board President

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TALLAHASSEE, FL

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PLAN OF MERGER  
of  
BRIDLEWOOD OF ESCAMBIA COUNTY HOMEOWNERS ASSOCIATION, INC.  
A Florida Not for Profit Corporation  
and  
BRIDLEWOOD II OWNERS ASSOCIATION, INC.  
A Florida Not for Profit Corporation,  
(Section 617.1101, Florida Statutes)

This Plan of Merger ("**Plan of Merger**") is made between Bridlewood of Escambia County Homeowners Association, Inc., a Florida Not-for-Profit Corporation ("**HOA I**"), and Bridlewood II Owners Association, Inc., a Florida Not-for-Profit Corporation ("**HOA II**", and together with HOA I, "**HOA Corporations**"). The surviving HOA II entity shall be renamed "Bridlewood Owners Association, Inc."

WHEREAS, HOA I is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, having been incorporated on October 12, 2017, as a not-for-profit Florida homeowners association pursuant to Chapters 617 and 720 Fla. Stat., the Voting Members of which are entitled to vote on this Plan of Merger; and

WHEREAS, HOA II is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, having been incorporated on June 2, 2021, as a not-for-profit Florida homeowners association pursuant to Chapters 617 and 720, Fla. Stat., the Voting Members of which are entitled to vote on this Plan of Merger; and

WHEREAS, HOA I and HOA II manage the adjacent residential communities of Bridlewood of Escambia County and Bridlewood II in Escambia County, Florida pursuant to the respective declarations of covenants, bylaws, articles of incorporation and rules and regulations, as recorded in the public records of Escambia County ("**Governing Documents**"). Lot owners are Members under the Governing Documents for the respective HOA Corporations; and

WHEREAS, the HOA Corporations have the authority pursuant to Chapter 617, Fla. Stat. and their Governing Documents, as applicable, to merge with another not-for-profit corporation upon the requisite vote of their members; and

WHEREAS, the Boards of Directors of each of the HOA Corporations deem it advisable and in the best interests of their associations and members that HOA I be merged with and into HOA II as authorized by the Governing Documents and Section 617.1101(1), Fla. Stat. pursuant to the terms hereinafter set forth; and

WHEREAS, the Board of Directors of HOA I adopted a Resolution approving this Plan of Merger; and

WHEREAS, the Board of Directors of HOA II adopted a Resolution approving this Plan of Merger.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of this Plan of Merger and the mode of carrying this merger into effect, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed, subject to the requisite approvals of the Members of each of the HOA Corporations and other conditions as hereinafter set forth, as follows:

1. The above recitations are true and correct and are incorporated herein as if fully set forth below.

2. The Effective Date of the merger of HOA I with HOA II shall be at 11:59 p.m. on \_\_\_\_\_, 2023 ("Effective Date") pursuant to the filing of the Articles of Merger attached hereto as **Exhibit "A"** and made a part hereof ("**Articles of Merger**").

3. On the Effective Date:

(a) HOA I shall be merged with and into the HOA II. HOA II shall be and is hereby designated as the "**Surviving Corporation**".

(b) The Declarations of Covenants, Restrictions and Easements for the Surviving Corporation shall be amended and restated in accordance with the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Bridlewood, attached hereto as **Exhibit "C"** and made a part hereof (the "**Amended and Restated Declaration**").

(c) At the Effective Date, all Members of HOA II shall remain Members of the Surviving Corporation, with rights, privileges and responsibilities consistent with the status of each Member as further defined and described in the Amended and Restated Declaration.

(d) At the Effective Date, all Members of HOA I shall be Members of the Surviving Corporation, with rights, privileges and responsibilities consistent with the status of each Member as further defined and described in the Amended and Restated Declaration.

(e) The Amended and Restated Articles of Incorporation of Bridlewood Owners Association, Inc., Document # \_\_\_\_\_, as may be amended from time to time, shall serve as the Articles for the Surviving Corporation.

(f) The Bylaws of Bridlewood Owners Association, Inc., existing as of the Effective Date, and as may thereafter be amended from time to time, shall serve as the Bylaws for the Surviving Corporation.

(g) The Members of HOA I shall, pursuant to this Plan of Merger, the Articles of Merger, the dissolution of HOA I, and the amendments of the Governing Documents of HOA I and HOA II, be Members of the Surviving Corporation, and the Lots and Common Areas owned by the Members of HOA I and by HOA II, shall be subject to the Governing Documents of the Surviving Corporation.

(h) The Surviving Corporation shall, post-merger: (i) possess all of the rights, privileges, and powers; (ii) be subject to all the restrictions, liabilities and duties; (iii) own and

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control all property, real, personal and mixed; (iv) be responsible for any and all debts due on whatever account; and (v) retain rights in any and all claims or actions, arising from, related to, assumed, assigned, owned or controlled by HOA I and HOA II as provided in the Amended and Restated Articles of Incorporations of Bridlewood Owners Association, Inc., the Amended and Restated Declaration of Bridlewood, and the Amended and Restated Bylaws of Bridlewood Owners Association, Inc., as amended from time to time, and Chapters 617 and 720, Florida Statutes.

(i) All corporate acts, plans, policies, contracts, approvals and authorizations of the HOA Corporations authorized or approved by their Members, Boards of Directors and officers or authorized committees elected or appointed by said Boards of Directors shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to each HOA Corporation prior to this merger.

(j) The assets, liabilities, reserves and accounts of each HOA Corporation shall be recorded on the books of the Surviving Corporation in conformity with the pre-merger rights and obligations of the members of the HOA Corporations.

(i) Immediately prior to the Effective Date:

(1) The directors of the former HOA I Board of Directors shall be deemed to have resigned from the Board as of the Effective Date;

(2) Articles of Dissolution of HOA I shall be filed with the Secretary of State of the State of Florida; and

(3) The directors of the HOA II Board immediately prior to the Effective Date shall serve as the Board of Directors for the Surviving Corporation (the "Surviving HOA Board") beginning on the Effective Date and until removed or replaced by appointment of Directors as appropriate under the provisions of the Governing Documents of the Surviving Corporation.

(j) The Officers of the Board of Directors of the Surviving Corporation shall be determined by the Surviving HOA Board at the first meeting of the Board of Directors after the Effective Date.

4. The effectiveness of this Plan of Merger shall be conditioned upon the occurrence of written consent, effected by limited proxies, by at least 2/3 of the total voting interests of HOA I pursuant to its Articles of Incorporation and by a majority of the total voting interests of HOA II pursuant to Section 617.1103(1)(a), Fla. Stat., approving: (i) this Plan of Merger and all actions and documents contemplated hereby; (ii) the Articles of Merger; and (iii) the Governing Documents of the Surviving Corporation.

5. Upon approval as provided in paragraph 4 above, the Articles of Merger shall forthwith be filed with the Secretary of State, Division of Corporations of the State of Florida.

6. Upon approval as provided in paragraph 4 above, this Plan of Merger, Articles of Merger, and the Amended and Restated Declaration, shall forthwith be recorded in the Public

Records of Escambia County, Florida. The Amended and Restated Articles of Incorporation for the surviving HOA shall be filed with the state of Florida, Division of Corporations.

7. This Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all proceedings hereunder shall be Escambia County, Florida.

8. This Plan of Merger cannot be altered or amended except pursuant to an instrument in writing signed on behalf of both HOA Corporations and approved by the Board of Directors and the members of the HOA Corporations as provided in paragraph 4 above.

9. In order to facilitate the filing and recording of the documents described in this Plan of Merger, any number of counterparts hereof may be executed, and facsimile and electronic pdf transmissions shall be deemed to be an original.

10. The Initial Registered Agent of the Surviving Corporation shall be D.R. Horton, Inc., a Delaware corporation.

11. The Surviving Corporation shall continue to be a Florida not-for-profit corporation pursuant to Section 617.0302 (16), Fla. Stat.

12. The Surviving Corporation shall continue to be defined as a "Homeowners' Association" pursuant to Section 720.301(7), Fla. Stat.

13. The legal existence of the entity formerly known as BRIDLEWOOD OF ESCAMBIA COUNTY HOMEOWNERS ASSOCIATION, INC., as a separate distinct corporation shall be extinguished pursuant to Articles of Dissolution as set forth in paragraph 3(i)(2) above.

14. This Plan of Merger was adopted by the members of the HOA Corporations by duly cast votes pursuant to paragraph 4 above and consistent with Chapter 617, Florida Statutes.

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TALLAHASSEE, FL

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first above written.

BRIDLEWOOD OF ESCAMBIA  
COUNTY HOMEOWNERS  
ASSOCIATION, INC., a Florida not-for-profit corporation

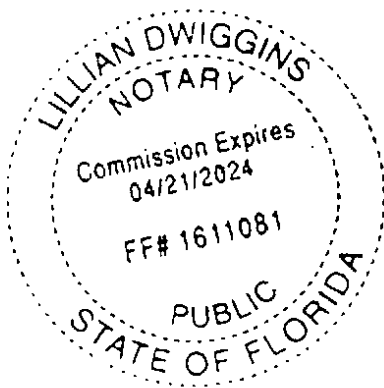
By: Wes S. Malone  
Name: Wes S. Malone  
Its: Board President

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 15, 2023, by Wes S. Malone, President of Bridlewood of Escambia County Homeowners Association, Inc., on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Lillian Dwiggins  
Printed/ Typed Name: Lillian Dwiggins  
Title/ Rank: Notary  
Serial No. (if any): 1611081

[SEAL.]



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SECRETARY OF STATE  
TALLAHASSEE, FL

**BRIDLEWOOD II OWNERS  
ASSOCIATION, INC.,** a Florida not-for-  
profit corporation

By: Wes S. Malone  
Name: Wes S. Malone  
Its: BOARD PRESIDENT

STATE OF FLORIDA  
COUNTY OF ESCAMBLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this August 15, 2023, by Wes S. Malone,  
President of Bridlewood II Owners Association, Inc., on behalf of the corporation. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification.

Lillian Dwiggins  
Printed/ Typed Name: Lillian Dwiggins  
Title/Rank: Notary  
Serial No. (if any): 1611081

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TALLAHASSEE, FL

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