

N23357

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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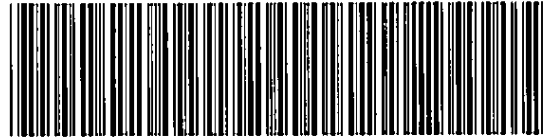
(Business Entity Name)

(Document Number)

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100398835241

*merger*  
*effective date 1-1-23*

2022 DEC 15 PM 12:41

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2022 DEC 15 AM 8:43

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A. RAMSEY  
DEC 16 2022

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**DATE: 12/15/22**

**NAME: BEACON WOODS EAST MASTER ASSOCIATION INC**

**TYPE OF FILING: MERGER**


**COST: 78.75**

**RETURN: CERTIFIED COPY PLEASE**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



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*File ASAP if possible*

*Thank you*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** BEACON WOODS EAST MASTER 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:

STEVE DELACH

(Contact Person)

DAVID J. LOPEZ, P.A.

(Firm/Company)

P.O. BOX 172717

(Address)

TAMPA, FL 33672

(City/State and Zip Code)

For further information concerning this matter, please call:

STEVE DELACH

(Name of Contact Person)

At ( 813 ) 229-0160

(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

FILED

**ARTICLES OF MERGER**

(Not for Profit Corporations)

2022 DEC 15 PM 12:41

*effective date 1-1-23*

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BEACON WOODS EAST MASTER ASSOCIATION, INC.	FLORIDA	N23357

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BEACON WOODS EAST RECREATION ASSOCIATION, INC.	FLORIDA	N23358

Third: The Plan of Merger is attached.

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

OR 01 / 01 / 2023 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on August 29, 2022.

The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:

4 FOR 0 AGAINST

*\*Board resolution in favor of merger adopted by unanimous vote of the Board of Directors, 5 in favor, 0 against, on 8/29/22, following which Merger presented to member representatives for vote.*

**SECTION II**

(CHECK IF APPLICABLE)

The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the merging corporation(s) on

August 29, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 4 FOR 0 AGAINST

*\*Board resolution in favor of merger adopted by unanimous vote of the Board of Directors, 5 in favor, 0 against, on 8/29/22, following which Merger presented to member representatives*

**SECTION II**

(CHECK IF APPLICABLE)

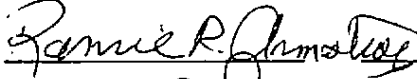

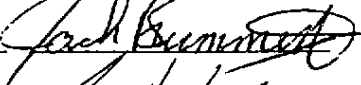
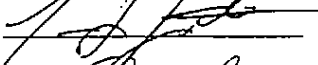
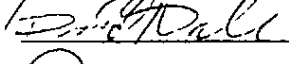

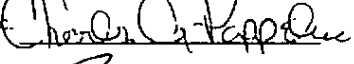
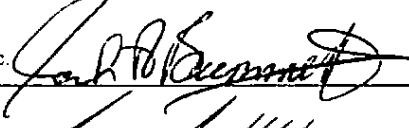
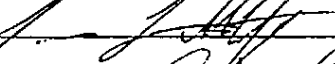
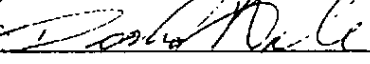
The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST \_\_\_\_\_

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
Beacon Woods East Master Association, Inc.		Ronnie Armstrong, (President)
Beacon Woods East Master Association, Inc.		Chuck Poppelreiter, (Vice-President)
Beacon Woods East Master Association, Inc.		Jack Brummett, (Treasurer)
Beacon Woods East Master Association, Inc.		Timothy Littlefield, (Secretary)
Beacon Woods East Master Association, Inc.		David Hale, (Member at Large)
Beacon Woods East Recreation Association, Inc.		Ronnie Armstrong, (President)
Beacon Woods East Recreation Association, Inc.		Chuck Poppelreiter, (Vice-President)
Beacon Woods East Recreation Association, Inc.		Jack Brummett, (Treasurer)
Beacon Woods East Recreation Association, Inc.		Timothy Littlefield, (Secretary)
Beacon Woods East Recreation Association, Inc.		David Hale, (Member at Large)

**PLAN OF MERGER**

**BEACON WOODS EAST RECREATION ASSOCIATION, INC.**

**(A Florida not-for-profit corporation)**

**MERGING INTO**

**BEACON WOODS EAST MASTER ASSOCIATION, INC.**

**(A Florida not-for-profit corporation)**

**RESULTING IN**

**BEACON WOODS EAST MASTER ASSOCIATION, INC.**

**(A Florida not-for-profit corporation)**

THIS PLAN and AGREEMENT OF MERGER (hereinafter called "this Agreement") dated this 29th day of August, 2022, by and between BEACON WOODS EAST MASTER ASSOCIATION, INC. (referred to herein as "the Master Association"), and BEACON WOODS EAST RECREATION ASSOCIATION, INC. (hereinafter referred to herein as "the Recreation Association") (collectively referred to herein as "Participating Corporations").

**WITNESSETH:**

WHEREAS, the Master Association is a not-for-profit corporation duly organized and existing under the laws of the State of Florida, having been incorporated on November 9, 1987 and formed to administer, enforce and carry out the terms of the Master Declaration for Beacon Woods East, originally recorded in Official Records Book 1710 at Page 165, et. seq. of the Public Records of Pasco County, Florida ("Master Declaration"); and

WHEREAS, the Recreation Association is a not-for-profit corporation duly organized and existing under the laws of the State of Florida having been incorporated on November 9, 1987 and formed to administer, enforce and carry out the terms of the Recreation Declaration for Beacon Woods East, originally recorded in Official Records Book 1710, at Page 215, et. seq., of the Public Records of Pasco County, Florida ("Recreation Declaration"); and

WHEREAS, neither the Recreation Association nor the Master Association were intended to be a condominium association and neither are subject to the provisions of Chapter 718 of the Florida Statutes; and

WHEREAS, Chapter 617 of the Florida Statutes permit a Florida nonprofit corporation to effect a merger by complying with the applicable provisions of Chapter 617, and

WHEREAS, both the Master Association and the Recreation Association serve a single contiguous community in Pasco County, Florida, that share the same access, entry, roadways, neighborhood, and interests; and

WHEREAS, the Master Declaration and the Recreation Declaration each provide for a weighted representative system of voting, whereby the Homeowners Associations within the Master Association and the Recreation Association are the Members, and each Homeowners Association Member designates a Representative to act on behalf of the Homeowners Association, casting one vote for each individual Lot within the Homeowners Association; and

WHEREAS, the Homeowners Association Member Representatives and Directors of the Master Association and the Recreation Association have determined that it is in the best interest of the Participating Corporations, their respective members, and the owners of the lots and homes in the Beacon Woods East community to combine the Master Association and the Recreation Association to form a single not-for-profit corporation pursuant to this Agreement and pursuant to the applicable laws of the State of Florida; and

WHEREAS, the Homeowners Association Member Representatives and Directors of the Master Association and the Recreation Association also have determined that it is in the best interest of the Participating Corporations, their respective members, and the owners of the lots and homes in the Beacon Woods East community to merge the deed restrictions of the Participating Corporations and modify them as needed to provide clarity and reconcile any material differences between the restrictions; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties do hereby agree, in accordance with the applicable provisions of the law of the State of Florida that the participating not-for-profit corporations shall merge and be merged into a single, not-for-profit corporation, and BEACON WOODS EAST MASTER ASSOCIATION, INC. shall become the survivor corporation resulting from the merger of the participating corporations (referred to herein as the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (referred to herein as the "Merger") which the parties covenant to observe, keep and perform, and the mode of carrying the Merger into effect, are and shall be as set forth hereinafter.

#### **ARTICLE I - Effective Date of the Merger**

As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the Merger, Articles of Merger shall be filed with the Florida Department of State, Division of Corporations. The merger shall become effective on **January 1, 2023**. Upon the terms and subject to the conditions set forth in this Plan of Merger, at the Effective Date, the Recreation Association shall be merged with and into the Master Association, whereupon the separate existence of the Recreation Association will cease and the Master Association shall be the surviving corporation in the merger (the "Surviving Corporation").

#### **ARTICLE II - Directors and Officers**

Prior to the Effective Date, the officers and directors of the Participating Corporations shall continue to serve in their respective capacities. From and after the Effective Date, the directors and officers of the Master Association shall serve as the directors and officers of the Surviving



Corporation for the remainder of their terms until their respective successors are duly elected and qualified as provided by the Bylaws of the Surviving Corporation.

### **ARTICLE III - The Effect of the Merger**

A. Conversion of Membership Interests. At the effective date of the Merger, there shall be no change to the conditions of membership, nor to the rights, obligations, duties, or privileges of the members. Persons or entities now members of the Master Association and the Recreation Association shall automatically become members of the Surviving Corporation by virtue of the merger and without any further action being required of such person or entity, and each person or entity now a member of the Master Association and Recreation Association shall be subject to the Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Surviving Corporation (the "Merged Declaration"). Ownership of any lot in Beacon Woods East shall remain the sole qualification for membership in the Surviving Corporation, which shall be responsible for administration of the Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions.

B. At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises of both a public and a private nature, and be subject to all the restrictions, disabilities, and duties of each participating corporation, and all of the rights, privileges, immunities, powers and franchises of each participating corporation and all property, real, personal and mixed, and all debts due to either of the participating corporations on whatever account shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective participating corporations, and the title to any real estate vested by deed or otherwise in either of said participating corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all of the rights of creditors and all liens upon any property of either of said participating corporations shall be preserved unimpaired, limited in lien to the property affected by such liens as of the effective time of the Merger, and all debts, liabilities and duties of said participating corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

C. From and after the Effective Date, title to all real estate and other property owned by, and all rights, powers and interests of the Recreation Association, including the Common Area, shall be vested in the Surviving Corporation and the Surviving Corporation shall have all rights, obligations and liabilities of the Recreation Association, including, without limitation, all rights, obligations and liabilities of the former Recreation Association under the Recreation Declaration and under service, management, utility, maintenance and operating contracts to which the Recreation Association is a party, until and unless such vendor contracts are terminated.

D. Following the Merger and the recordation of the Merged, Amended and Restated Declaration of Restrictions and Covenants for Beacon Woods East ("Merged Declaration") in the public records of the County, Owners subject to the Recreation Declaration and the Master

Declaration shall be bound by the covenants, conditions and restrictions of the Merged Declaration, including the obligation to pay assessments to the Surviving Corporation in accordance with the Merged Declaration. The Merged Declaration shall subsume and replace the Master Declaration and the Recreation Declaration, and the obligation to pay Assessments shall continue unabated by the Merger. Any amounts owed to the Recreation Association or the Master Association prior to the Merger shall transfer to the Surviving Corporation, with the Surviving Corporation having all of the rights, duties and powers of collection set forth in the Merged Declaration, including a lien on each parcel to secure the payment of assessments and other monetary obligations, which lien is effective from and shall relate back to the date on which the original declarations were recorded. All Assessments levied against a particular Lot by the Surviving Corporation following the Effective Date will be levied and collected in accordance with the Merged Declaration.

#### **ARTICLE IV - Approval of Merger, Filing of Articles of Merger**

The Directors of the Master Association and the Recreation Association each having adopted a resolution approving this Plan of Merger at a joint meeting held on **August 29, 2022**, this Agreement was submitted to the Homeowners Association Member Representatives of the Master Association and the Recreation Association at a special joint meeting held on **August 29, 2022**. After such adoption and approval by the Homeowners Association Member Representatives and the Boards of Directors of the Participating Corporations, and subject to the conditions contained in this Agreement, Articles of Merger shall be signed, verified and delivered to the Florida Department of State, Division of Corporations.

#### **ARTICLE V - Conduct Pending Merger**

A. Prior to the effective date of the Merger, neither of the Participating Corporations shall engage in any activity or transaction other than an activity or transaction in the ordinary course of business and except as contemplated by the Agreement.

B. From and after the date of this Agreement and prior to the Effective Date of the Merger, neither of the Participating Corporations will, without the prior written consent of the other:

(i) Amend its existing Articles of Incorporation or existing Bylaws except as may be necessary to enable it to carry out any provision of this Agreement; and

(ii) Engage in any material activity or transaction or incur any material obligation, whether by contract or otherwise, and except in the ordinary course of its business.

C. From and after the date of this Agreement and until the Effective Date of the Merger, each Participating Corporation covenants and agrees as follows:

(i) The business of the Participating Corporation shall be conducted in the ordinary and usual course; and

(ii) A Participating Corporation shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of the other Participating Corporation; and

(iii) The Participating Corporation and its directors and officers shall use their best efforts to take any and all other actions necessary to consummate the Merger contemplated herein.

#### **ARTICLE VI – Representations and Warranties**

Each Participating Corporation represents and warrants to the other Participating Corporation that:

(i) The Participating Corporation is duly organized, validly existing and in good standing under the laws of the State of Florida.

(ii) The Participating Corporation has the authority to enter into this Agreement and has the power necessary and appropriate to effect the Merger, and to complete the Participating Corporation's obligations herein, subject to the conditions and limitations expressly set forth herein.

(iii) The Participating Corporation has made available to the other party true and correct copies of its Articles of Incorporation, Bylaws and Declaration, and any other recorded governing documents of the Participating Corporation.

(iv) The Participating Corporation has made available to the other party complete and correct copies of its financial statements for the prior seven (7) years.

(v) Since the date of the last financial statement provided to the other party, the Participating Corporation has conducted its operations in the ordinary course of business and there has not been any material change in the financial condition, properties, or results of operations of the Phase 4 Association except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

(vi) Except as disclosed in the Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of the Participating Corporation's officers and directors, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the Participating Corporation's Officers and Directors that would reasonably be expected to result in any adverse claims against the Participating Corporation.

(vii) The Participating Corporation has made available to the other party copies of all surveys, plans, specifications, reports, approvals, permits, licenses, guarantees, warranties, and other architectural, engineering, soil, property condition, property appraisals, mechanical, structural, inspection, and environmental information relating to any Common Areas owned by the Participating Corporation.

#### **ARTICLE VII – Bank Accounts**

Upon the Effective Date, the Recreation Association shall transfer to the Surviving Corporation all cash and bank accounts, including checking accounts, savings accounts, reserve accounts and CDs.

#### **ARTICLE VIII - Amendment**

This Plan of Merger may be amended any time prior to the Effective Date of the Merger by the mutual agreement of the Participating Corporations.

#### **ARTICLE IX - Termination**

This Plan of Merger may be terminated and the Merger abandoned any time prior to the Effective Date of the Merger by the mutual agreement of the Participating Corporations.

#### **ARTICLE X - Extension and Waiver**

At any time prior to the Effective Date, the board of directors of either Participating Corporation may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

#### **ARTICLE XI - Articles of Incorporation**

The Articles of Incorporation of the Surviving Corporation, BEACON WOODS EAST MASTER ASSOCIATION, INC., shall be as set forth in Attachment A of the Plan of Merger and shall be the Articles of Incorporation to be submitted to the Florida Department of State, Division of Corporations pursuant to ARTICLE VI of this Agreement. The Articles of Incorporation of the Recreation Association in effect at the Effective Date of the Merger shall be null and void by operation of law.

#### **ARTICLE XII – By-Laws**

The By-Laws of the Surviving Corporation, BEACON WOODS EAST MASTER ASSOCIATION, INC., shall be as set forth in Attachment B of the Plan of Merger. The Bylaws of the Recreation Association in effect at the Effective Date of the Merger shall be null and void by operation of law.

#### **ARTICLE XIII – Declaration of Covenants**

Upon approval of at least two thirds (2/3) of the total votes of the membership of the Association, in accordance with Section 10.1 of the Master Declaration and Section 7.1 of the Recreation Declaration, cast by the Homeowners Association Member Representatives as provided in the Articles and Bylaws of the Master and Recreation Associations, the Merged, Amended and Restated Declaration of Covenants of the Surviving Corporation, BEACON

WOODS EAST MASTER ASSOCIATION, INC. shall be recorded in the Public Records of Pasco County, Florida.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by Florida law and their respective governing documents and members, have caused this Plan of Merger to be signed by their respective authorized officers as of the day and year first above written.

BEACON WOODS EAST MASTER ASSOCIATION, INC.	BEACON WOODS EAST RECREATION ASSOCIATION, INC.
Signed: <u>Ronnie R. Armstrong</u> Name: <u>RONNIE R. ARMSTRONG</u> As President	Signed: <u>Ronnie R. Armstrong</u> Name: <u>RONNIE R. ARMSTRONG</u> As President
Secretary: <u>[Signature]</u> (Seal) <u>TIMOTHY LITTLEFIELD</u>	Secretary: <u>[Signature]</u> (Seal) <u>TIMOTHY LITTLEFIELD</u>