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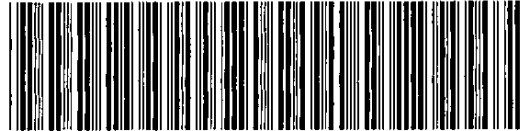
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EFFECTIVE DATE

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EFFECTIVE DATE: 12/29/07

DATE: 12/28/2007

NAME: NORTH RIDGE PROPERTIES OF ST JOHNS,  
LLC

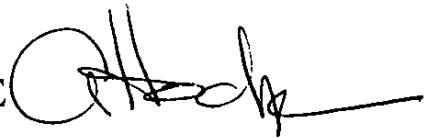
TYPE OF FILING: MERGER

COST: \$50 + \$30 = \$80

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ACCOUNT: FCA000000015

AUTHORIZATION: PAUL / ABBIE HODGE



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TALLAHASSEE, FLORIDA

**STATE OF FLORIDA  
CERTIFICATE OF MERGER**

The following Certificate of Merger is submitted in accordance with Section 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
NORTH RIDGE PROPERTIES OF ST. JOHNS COUNTY, L.L.C.	Florida	Limited Liability Company

L05000108224

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C.	Florida	Limited Liability Company

**THIRD:** The attached Agreement and Plan of Merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.


**FOURTH:** The effective date of the merger contemplated hereby shall be December 29, 2007 at 4:00 P.M. Eastern Standard Time.

[Signature page follows]


**NORTH RIDGE PROPERTIES OF ST.  
JOHNS COUNTY, L.L.C., a Florida limited liability  
company**

By: TAYLOR WOODROW COMMUNITIES AT ST.  
JOHNS FOREST, L.L.C., a Florida limited liability  
company, its sole member

By: TWCF, INC., a Florida corporation

By:   
Name: Marek Bakun  
Title: Vice President

By: TAYLOR WOODROW HOMES FLORIDA  
INC., a Florida corporation


By:   
Name: Marek Bakun  
Title: Vice President

**TAYLOR WOODROW COMMUNITIES AT ST. JOHNS  
FOREST, L.L.C., a Florida limited liability company**

By: TWCF, INC., a Florida corporation

By:   
Name: Marek Bakun  
Title: Vice President

By: TAYLOR WOODROW HOMES FLORIDA INC., a  
Florida corporation

By:   
Name: Marek Bakun  
Title: Vice President

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective as of December 26, 2007, by and between NORTH RIDGE PROPERTIES OF ST. JOHNS COUNTY, L.L.C., a Florida limited liability company, (hereinafter sometimes referred to as the "Merged Entity"), and TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C., a Florida limited liability company (the "Surviving Entity"). The Merged Entity and the Surviving Entity are hereinafter sometimes referred to as the "Constituent Entities."

### **WITNESSETH:**

**WHEREAS**, the parties desire that the Merged Entity merge into the Surviving Entity in a manner which conforms to applicable laws of the State of Florida.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger**. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Limited Liability Company Act (the "LLC Act"), the Merged Entity shall merge with and into the Surviving Entity in accordance with Section 608.438, Florida Statutes (the "Merger").
2. **Effective Date**. A Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the LLC Act. The Merger shall be effective as of December 29, 2007 at 4:00 P.M. Eastern Standard Time (the "Effective Time").
3. **Rights of the Surviving Entity**. At the Effective Time: (a) the Merged Entity and the Surviving Entity shall become a single limited liability company and the separate existence of the Merged Entity shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Entity which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Entity, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Entity shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Entity shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Entity shall be subject to all the contractual restrictions, liabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company and partnership acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their

members, managers, partners, committees elected or appointed by the managers, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entities.

4. Articles of Organization; Limited Liability Company Operating Agreement; Members of Surviving Entity. From and after the Effective Time: (a) the Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity; (b) the Limited Liability Company Operating Agreement of the Surviving Entity shall continue as the Limited Liability Company Operating Agreement of the Surviving Entity until terminated in the manner provided by law; and (c) the members of the Surviving Entity shall remain the members of the Surviving Entity.

5. Conversion of Interests. At the Effective Time, each then outstanding limited liability company interest of the Merged Entity shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

7. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

9. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

**IN WITNESS WHEREOF,** the parties have executed this Agreement and Plan of Merger effective as of the date first above written.

[Signature page follows]

**NORTH RIDGE PROPERTIES OF ST. JOHNS COUNTY,  
L.L.C., a Florida limited liability company**

By: TAYLOR WOODROW COMMUNITIES AT ST. JOHNS  
FOREST, L.L.C., a Florida limited liability company, its sole  
member

By: TWCF, INC., a Florida corporation

By: Marek Bakun  
Name: Marek Bakun  
Title: Vice President

By: TAYLOR WOODROW HOMES FLORIDA INC., a  
Florida corporation

By: Marek Bakun  
Name: Marek Bakun  
Title: Vice President

**TAYLOR WOODROW COMMUNITIES AT ST. JOHNS  
FOREST, L.L.C., a Florida limited liability company**

By: TWCF, INC., a Florida corporation

By: Marek Bakun  
Name: Marek Bakun  
Title: Vice President

By: TAYLOR WOODROW HOMES FLORIDA INC.,  
a Florida corporation

By: Marek Bakun  
Name: Marek Bakun  
Title: Vice President