N02000006539

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COVER LETTER

TO: Amendment Section.
Division of Corporations

SUBJECT: HERITAGE ISLE DISTRICT 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:

JOSEPH STAYANOFF, ESQ.
(Contact Person)

KAYE BENDER REMBAUM PL
(Firm/Company)

855 EASTS S.R. 434, SUITE 2209
(Address)

WINTER SPRINGS, FL 32708
(City/State and Zip Code)

For further information concerning this matter, please call:

JOSEPH STAYANOFF At (321) 430-7565
(Name of Contact Person) (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

ARTICLES OF MERGER
(Not for Profit Corporations)

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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:

Name	Jurisdiction	Document Number (If known/ applicable)
HERITAGE ISLE DISTRICT ASSOCIATI(	FL	N02000006539

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
HERITAGE ISLE RESIDENTIAL VILLAC	FL	N04000006069

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 _____/_____/_____ (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 May 13, 2025.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
640 FOR 48 AGAINST

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 May 13, 2025. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 612 FOR 35 AGAINST

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

Name of Corporation	Signature of the chairman/ vice chairman of the board or an officer.	Typed or Printed Name of Individual & Title
HERITAGE ISLE DISTRICT ASSOCIAT	David Francis	DAVID FRANCIS / PRESIDENT
HERITAGE ISLE RESIDENTIAL VILL/	Kim Englert	Kim Englert / President Kim Englert

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2025 JUL 16 AM 9:42

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction
HERITAGE ISLE DISTRICT ASSOCIATION, INC.	FL

The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction
HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIA	FL

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2025 JUL 16 AM 9:42

The terms and conditions of the merger are as follows:
SEE ATTACHED PLAN OF MERGER

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Other provisions relating to the merger are as follows:

FILED 2025 9:42

PLAN OF MERGER

This Plan of Merger is by and between the HERITAGE ISLE DISTRICT ASSOCIATION, INC. and the HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC., and is being submitted in compliance with Section 617.1101, Florida Statutes.

ARTICLE I
SURVIVING CORPORATION

The name of the surviving corporation shall be the HERITAGE ISLE DISTRICT ASSOCIATION, INC. (the "Surviving Corporation"), Document Number N02000006539, within the jurisdiction of incorporation of Florida. The Surviving Corporation is a Florida corporation not-for-profit that was created for the purpose of administering, maintaining, and preserving the HERITAGE ISLE DISTRICT Community, a master planned residential community, that is subject to that certain Declaration of Covenants and Restrictions for Heritage Isle District, as recorded in the Public Records of Brevard County, Florida under Clerk File Number 2004189555, as amended from time to time (the "Surviving Corporation Declaration").

ARTICLE II
MERGING CORPORATION

The name of the merging corporation is the HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC. (the "Merging Corporation"), Document Number N04000006069, within the jurisdiction of incorporation of Florida. The Merging Corporation is a Florida corporation not-for-profit that was created for the purpose of administering and performing certain maintenance roles within the HERITAGE ISLE DISTRICT Community, a master planned residential community, that is subject to that certain Declaration of Protective Covenants and Restrictions for Heritage Isle Residential Villages, as recorded in the Public Records of Brevard County, Florida under Instrument Number 20044201247, as amended from time to time (the "Merging Corporation Declaration") and the Surviving Corporation Declaration.

ARTICLE III
TERMS AND CONDITIONS OF MERGER

3.1 **Effective Date.** The merger shall become effective on the date that the Articles of Merger, to which this Plan of Merger shall be attached, are filed with the Florida Department of State, Division of Corporations.

3.2 **Corporate Existence.** Upon the effective date of the merger, the separate existence of the Merging Corporation shall cease, and the Merging Corporation shall be merged into the Surviving Corporation in accordance with this Plan of Merger. The Surviving Corporation shall continue its existence after the effective date of the merger and will continue administering the Heritage Isle District Community.

3.3 **Powers and Duties.** Upon the effective date of the merger, the Surviving Corporation shall possess all of the powers, rights, privileges, licenses, and registrations, both of a public and private nature, of the Merging Corporation and shall be subject to all of the obligations, duties, restrictions, liabilities, and limitations of the Merging Corporation. All powers, rights, privileges, licenses, and registrations of the Merging Corporation and all obligations, duties, restrictions, liabilities, and limitations of the Merging Corporation shall be vested in the Surviving Corporation upon the effective date of the merger. All obligations, duties, restrictions, liabilities, and limitations of the Merging Corporation so vested in the Surviving Corporation may be enforced against the Surviving Corporation to the same extent as if such obligations, duties, restrictions, liabilities, and limitations had been incurred or contracted by the Surviving Corporation itself.

3.4 **Property.** All property of the Merging Corporation, including, without limitation, real and personal property, shall be vested in the Surviving Corporation upon the effective date of the merger. All other interests, actions, or things belonging to the Merging Corporation shall be vested in the Surviving Corporation and shall be the property of the Surviving Corporation upon the effective date of the merger.

3.5 **Further Action**. Upon the approval of this Plan of Merger and after the effective date of the merger, the Merging Corporation shall take any and all action necessary or appropriate in order to effectuate the merger. In the event the Surviving Corporation shall determine that any further conveyance, assignment or other document, or further action of the Merging Corporation is necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, powers, privileges, and obligations, the Merging Corporation shall execute and deliver all instruments and documents and take all action the Surviving Corporation may require or request to carry out the purposes of this Plan of Merger.

3.6 **Merging Corporation Representations**. The Merging Corporation represents, warrants, and agrees as follows:

A. The Merging Corporation is a not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida and has full power and authority to consummate the merger upon the approval of the members of the Merging Corporation.

B. There is nothing which prohibits, limits, or otherwise affects the right, power, and authority of the Merging Corporation to enter into this Plan of Merger or to consummate the merger.

C. This Plan of Merger has been fully and effectively authorized by the Board of Directors of the Merging Corporation and shall be submitted to the members of the Merging Corporation for approval in accordance with Section 617.1103, Florida Statutes.

D. The common areas and all other property for which the Merging Corporation is responsible to maintain, repair, and replace pursuant to the Merging Corporation Declaration are free and clear of any liens, encumbrances, options, and charges of assessments and are in good working order and condition (normal wear and tear excepted).

3.7 **Surviving Corporation Representations**. The Surviving Corporation represents, warrants, and agrees as follows:

A. The Surviving Corporation is a not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida and has full power and authority to consummate the merger upon the approval of the members of the Surviving Corporation.

B. There is nothing which prohibits, limits, or otherwise affects the right, power, and authority of the Surviving Corporation to enter into this Plan of Merger or to consummate the merger.

C. This Plan of Merger has been fully and effectively authorized by the Board of Directors of the Surviving Corporation and shall be submitted to the members of the Surviving Corporation for approval in accordance with Section 617.1103, Florida Statutes.

3.8 **Merger Costs**. Each corporation shall each pay their respective fees and costs as incurred in connection with the merger, including, without limitation, attorneys' fees. The Surviving Corporation shall pay all costs of filing any necessary documents with the Florida Department of State, Division of Corporations and recording costs.

3.9 **Approval of Plan of Merger**. This Plan of Merger is subject to the approval of the members of the Merging Corporation and the approval of the members of the Surviving Corporation. Upon approval, this Plan of Merger shall be properly executed by the Surviving Corporation and the Merging Corporation, and filed with the Florida Department of State, Division of Corporations together with the Articles of Merger, to which this Plan of Merger shall be attached. Execution of the Articles of Merger and this Plan of Merger by officers of the Surviving Corporation and the Merging Corporation shall constitute a representation and certification that such membership approval has been obtained.

ARTICLE IV
GOVERNING DOCUMENTS

4.1 **Declarations.** The Surviving Corporation Declaration and the Merging Corporation Declaration are not being merged. However, amendments to the Surviving Corporation Declaration and the Merging Corporation Declaration (attached hereto and incorporated herein) shall be adopted as part of this Plan of Merger.

4.2 **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation that are recorded in the Public Records of Brevard County, as they may be amended from time to time. The existing Articles of Incorporation of the Merging Corporation shall cease to be of any force or effect upon the effective date of the merger.

4.3 **Bylaws.** The Bylaws of the Surviving Corporation shall be the amended and restated Bylaws as are recorded in the Public Records of Brevard County, as they may be amended from time to time. The existing Bylaws of the Merging Corporation shall cease to be of any force or effect upon the effective date of the merger.

ARTICLE V
MEMBERSHIP IN SURVIVING CORPORATION

All "Owners" of Lots within the Heritage Isle District Community as such term is defined in the Merging Corporation Declaration and the Surviving Corporation Declaration, shall remain members of the Surviving Corporation.

ARTICLE VI
GENERAL PROVISIONS

6.1 **Entire Agreement.** This Plan of Merger constitutes the entire agreement between the Surviving Corporation and the Merging Corporation, and there are no other agreements, representations, or warranties other than as set forth herein.

6.2 **Preparation of Agreement.** The Surviving Corporation and the Merging Corporation acknowledge and agree that each party had sufficient input in its drafting so that this Plan of Merger represents the fully negotiated and fair agreement of the Surviving Corporation and the Merging Corporation. Accordingly, any subsequent interpretation of this Plan of Merger shall not be read to favor one party or the other.

6.3 **Electronic Reproduction.** An electronic reproduction of any original signature(s) on a part or counterpart(s) of this Plan of Merger are hereby authorized and shall be acknowledged as if such electronic reproduction of any original signature(s) were an original execution. The Surviving Corporation and the Merging Corporation agree to accept a digital image of this Plan of Merger, as executed, as a true and correct original and admissible as best evidence for the purposes of State law and Federal law.

6.4 **Counterparts.** This Plan of Merger may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, upon approval of the members of the Surviving Corporation and Merging Corporation, have caused these presents to be signed by their respective officers duly authorized by the Board of Directors of each Corporation.

IN WITNESS WHEREOF, we have affixed our hands this 13 day of June, 2025, at Viera, Brevard County, Florida.

Signed, Sealed and Delivered in the presence of:

WITNESS 1:

(Sign)

Amanda Smith

(Print)

6500 Legacy Blvd. Melbourne FL 32940

(Address)

WITNESS 2:

Kimberlee Ross

(Sign)

Kimberlee Ross

(Print)

6500 Legacy Blvd, Melbourne FL 32940

(Address)

SURVIVING CORPORATION

HERITAGE ISLE DISTRICT ASSOCIATION, INC.
a Florida not for profit corporation

By: David Francis, President

Print: DAVID FRANCIS

Address: 6500 Legacy Blvd. Melbourne, Florida 32940

2025 JUL 16 AM 9:42

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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 13 day of June, 2025 by David Francis as President the Heritage Isle District Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced ____________ as identification and did take an oath.

My Commission Expires: Jun 26, 2028

Notary Public, State of Florida

Andrew Rivera

Print Name of Notary Public

ANDREW JOSE-RAY RIVERA
Notary Public - State of Florida
Commission # HH 565997
My Comm. Expires Jun 26, 2028
Bonded through National Notary Assn.

Signed, Sealed and Delivered in the presence of:

WITNESS 1:

Kristin L. Acree
(Sign)
Kristin L. Acree
(Print)
8009 Daffodil Dr.
(Address) Lou. Ky 40258

WITNESS 2:

Carla Cosby
(Sign)
Carla Cosby
(Print)
9715 Brooks Bend Rd
(Address) Lou Ky 40258

SURVIVING CORPORATION

HERITAGE ISLE DISTRICT ASSOCIATION, INC.
a Florida not for profit corporation

By: Kim Englert
Secretary
Print: Kim Englert
Address: 3130 Le Conte St
Viera, Fl. 32940

STATE OF Kentucky
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 9 day of June, 2025 by Kim Englert as Secretary of the Heritage Isle District Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Drivers Lic as identification and did take an oath.

My Commission Expires: 3-2-28

Melissa Keesee
Notary Public, State of Kentucky
Melissa Keesee
Print Name of Notary Public

MELISSA KEESEE
NOTARY PUBLIC
KYNP3703
STATE AT LARGE
KENTUCKY

IN WITNESS WHEREOF, we have affixed our hands this 9 day of June, 2025, at Viera, Brevard County, Florida.

Signed, Sealed and Delivered in the presence of:

WITNESS 1:

Kristin L. Acree
(Sign)

Kristin L. Acree
(Print)

8009 Daffodil DR.
(Address) Louisville Ky. 40258

WITNESS 2:

Carla Cosby
(Sign)

Carla Cosby
(Print)

9715 Brooks Bend
(Address) Lou Ky 40258

MERGING CORPORATION

HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC.
a Florida not for profit corporation

By: Kim Englert
President

Print: Kim Englert

Address: 3130 Le Conte St
Viera, Fl 32940

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 9 day of June, 2025 by Kim Englert as President of the Heritage Isle Residential Villages Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Drivers Lic. as identification and did take an oath.

My Commission Expires:

Melissa Keesee
Notary Public, State of Kentucky

Melissa Keesee
Print Name of Notary Public

MELISSA KEESEE
NOTARY PUBLIC
KYNP3735
STATE AT LARGE

Signed, Sealed and Delivered in the presence of:

WITNESS 1:

(Sign)

Amanda Smith
(Print)

6800 Legacy Blvd.
(Address) Melbourne FL 32940

WITNESS 2:

(Sign)

Kimberlee Ross
(Print)

6800 Legacy Blvd. Melbourne
(Address)
FL. 32940

MERGING CORPORATION

HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC.
a Florida not for profit corporation

By: _________________ Secretary

Print: JEFFREY R GLENN

Address: 6800 LEGACY BLVD MELBOURNE FL 32940

2025 JUL 16 AM 9:42

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STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 13 day of June, 2025 by Jeffrey Glenn as Secretary of the Heritage Isle Residential Villages Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced ______________ as identification and did take an oath.

My Commission Expires: Jun 26, 2028

____
Notary Public, State of Florida

Andrew Rivera
Print Name of Notary Public

ANDREW JOSE-RAY RIVERA
Notary Public - State of Florida
Commission # HH 565997
My Comm. Expires Jun 26, 2028
Bonded through National Notary Assn.

ARTICLES OF MERGER
(Not for Profit Corporations)

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:

Name	Jurisdiction	Document Number (If known/ applicable)
HERITAGE ISLE DISTRICT ASSOCIATI(	FL	N02000006539

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
HERITAGE ISLE RESIDENTIAL VILLAC	FL	N04000006069

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 ____/____/____ (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 May 13, 2025.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
640 FOR 48 AGAINST

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 May 13, 2025. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 612 FOR 35 AGAINST

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

Name of Corporation	Signature of the chairman/ vice chairman of the board or an officer.	Typed or Printed Name of Individual & Title
HERITAGE ISLE DISTRICT ASSOCIA'	David Francis	DAVID FRANCIS / PRESIDENT
HERITAGE ISLE RESIDENTIAL VILL/	Kim Englert	Kim Englett/President Kim Englert

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction
HERITAGE ISLE DISTRICT ASSOCIATION, INC.	FL

The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction
HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIA	FL

The terms and conditions of the merger are as follows:
SEE ATTACHED PLAN OF MERGER

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Other provisions relating to the merger are as follows:

PLAN OF MERGER

This Plan of Merger is by and between the HERITAGE ISLE DISTRICT ASSOCIATION, INC. and the HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC., and is being submitted in compliance with Section 617.1101, Florida Statutes.

ARTICLE I
SURVIVING CORPORATION

The name of the surviving corporation shall be the HERITAGE ISLE DISTRICT ASSOCIATION, INC. (the "Surviving Corporation"), Document Number N02000006539, within the jurisdiction of incorporation of Florida. The Surviving Corporation is a Florida corporation not-for-profit that was created for the purpose of administering, maintaining, and preserving the HERITAGE ISLE DISTRICT Community, a master planned residential community, that is subject to that certain Declaration of Covenants and Restrictions for Heritage Isle District, as recorded in the Public Records of Brevard County, Florida under Clerk File Number 2004189555, as amended from time to time (the "Surviving Corporation Declaration").

ARTICLE II
MERGING CORPORATION

The name of the merging corporation is the HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC. (the "Merging Corporation"), Document Number N04000006069, within the jurisdiction of incorporation of Florida. The Merging Corporation is a Florida corporation not-for-profit that was created for the purpose of administering and performing certain maintenance roles within the HERITAGE ISLE DISTRICT Community, a master planned residential community, that is subject to that certain Declaration of Protective Covenants and Restrictions for Heritage Isle Residential Villages, as recorded in the Public Records of Brevard County, Florida under Instrument Number 20044201247, as amended from time to time (the "Merging Corporation Declaration") and the Surviving Corporation Declaration.

ARTICLE III
TERMS AND CONDITIONS OF MERGER

3.1 **Effective Date.** The merger shall become effective on the date that the Articles of Merger, to which this Plan of Merger shall be attached, are filed with the Florida Department of State, Division of Corporations.

3.2 **Corporate Existence.** Upon the effective date of the merger, the separate existence of the Merging Corporation shall cease, and the Merging Corporation shall be merged into the Surviving Corporation in accordance with this Plan of Merger. The Surviving Corporation shall continue its existence after the effective date of the merger and will continue administering the Heritage Isle District Community.

3.3 **Powers and Duties.** Upon the effective date of the merger, the Surviving Corporation shall possess all of the powers, rights, privileges, licenses, and registrations, both of a public and private nature, of the Merging Corporation and shall be subject to all of the obligations, duties, restrictions, liabilities, and limitations of the Merging Corporation. All powers, rights, privileges, licenses, and registrations of the Merging Corporation and all obligations, duties, restrictions, liabilities, and limitations of the Merging Corporation shall be vested in the Surviving Corporation upon the effective date of the merger. All obligations, duties, restrictions, liabilities, and limitations of the Merging Corporation so vested in the Surviving Corporation may be enforced against the Surviving Corporation to the same extent as if such obligations, duties, restrictions, liabilities, and limitations had been incurred or contracted by the Surviving Corporation itself.

3.4 **Property.** All property of the Merging Corporation, including, without limitation, real and personal property, shall be vested in the Surviving Corporation upon the effective date of the merger. All other interests, actions, or things belonging to the Merging Corporation shall be vested in the Surviving Corporation and shall be the property of the Surviving Corporation upon the effective date of the merger.

3.5 **Further Action.** Upon the approval of this Plan of Merger and after the effective date of the merger, the Merging Corporation shall take any and all action necessary or appropriate in order to effectuate the merger. In the event the Surviving Corporation shall determine that any further conveyance, assignment or other document, or further action of the Merging Corporation is necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, powers, privileges, and obligations, the Merging Corporation shall execute and deliver all instruments and documents and take all action the Surviving Corporation may require or request to carry out the purposes of this Plan of Merger.

3.6 **Merging Corporation Representations.** The Merging Corporation represents, warrants, and agrees as follows:

A. The Merging Corporation is a not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida and has full power and authority to consummate the merger upon the approval of the members of the Merging Corporation.

B. There is nothing which prohibits, limits, or otherwise affects the right, power, and authority of the Merging Corporation to enter into this Plan of Merger or to consummate the merger.

C. This Plan of Merger has been fully and effectively authorized by the Board of Directors of the Merging Corporation and shall be submitted to the members of the Merging Corporation for approval in accordance with Section 617.1103, Florida Statutes.

D. The common areas and all other property for which the Merging Corporation is responsible to maintain, repair, and replace pursuant to the Merging Corporation Declaration are free and clear of any liens, encumbrances, options, and charges of assessments and are in good working order and condition (normal wear and tear excepted).

3.7 **Surviving Corporation Representations.** The Surviving Corporation represents, warrants, and agrees as follows:

A. The Surviving Corporation is a not-for-profit corporation duly organized and validly existing in good standing under the laws of the State of Florida and has full power and authority to consummate the merger upon the approval of the members of the Surviving Corporation.

B. There is nothing which prohibits, limits, or otherwise affects the right, power, and authority of the Surviving Corporation to enter into this Plan of Merger or to consummate the merger.

C. This Plan of Merger has been fully and effectively authorized by the Board of Directors of the Surviving Corporation and shall be submitted to the members of the Surviving Corporation for approval in accordance with Section 617.1103, Florida Statutes.

3.8 **Merger Costs.** Each corporation shall each pay their respective fees and costs as incurred in connection with the merger, including, without limitation, attorneys' fees. The Surviving Corporation shall pay all costs of filing any necessary documents with the Florida Department of State, Division of Corporations and recording costs.

3.9 **Approval of Plan of Merger.** This Plan of Merger is subject to the approval of the members of the Merging Corporation and the approval of the members of the Surviving Corporation. Upon approval, this Plan of Merger shall be properly executed by the Surviving Corporation and the Merging Corporation, and filed with the Florida Department of State, Division of Corporations together with the Articles of Merger, to which this Plan of Merger shall be attached. Execution of the Articles of Merger and this Plan of Merger by officers of the Surviving Corporation and the Merging Corporation shall constitute a representation and certification that such membership approval has been obtained.

ARTICLE IV
GOVERNING DOCUMENTS

4.1 **Declarations.** The Surviving Corporation Declaration and the Merging Corporation Declaration are not being merged. However, amendments to the Surviving Corporation Declaration and the Merging Corporation Declaration (attached hereto and incorporated herein) shall be adopted as part of this Plan of Merger.

4.2 **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation that are recorded in the Public Records of Brevard County, as they may be amended from time to time. The existing Articles of Incorporation of the Merging Corporation shall cease to be of any force or effect upon the effective date of the merger.

4.3 **Bylaws.** The Bylaws of the Surviving Corporation shall be the amended and restated Bylaws as are recorded in the Public Records of Brevard County, as they may be amended from time to time. The existing Bylaws of the Merging Corporation shall cease to be of any force or effect upon the effective date of the merger.

ARTICLE V
MEMBERSHIP IN SURVIVING CORPORATION

All "Owners" of Lots within the Heritage Isle District Community as such term is defined in the Merging Corporation Declaration and the Surviving Corporation Declaration, shall remain members of the Surviving Corporation.

ARTICLE VI
GENERAL PROVISIONS

6.1 **Entire Agreement.** This Plan of Merger constitutes the entire agreement between the Surviving Corporation and the Merging Corporation, and there are no other agreements, representations, or warranties other than as set forth herein.

6.2 **Preparation of Agreement.** The Surviving Corporation and the Merging Corporation acknowledge and agree that each party had sufficient input in its drafting so that this Plan of Merger represents the fully negotiated and fair agreement of the Surviving Corporation and the Merging Corporation. Accordingly, any subsequent interpretation of this Plan of Merger shall not be read to favor one party or the other.

6.3 **Electronic Reproduction.** An electronic reproduction of any original signature(s) on a part or counterpart(s) of this Plan of Merger are hereby authorized and shall be acknowledged as if such electronic reproduction of any original signature(s) were an original execution. The Surviving Corporation and the Merging Corporation agree to accept a digital image of this Plan of Merger, as executed, as a true and correct original and admissible as best evidence for the purposes of State law and Federal law.

6.4 **Counterparts.** This Plan of Merger may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, upon approval of the members of the Surviving Corporation and Merging Corporation, have caused these presents to be signed by their respective officers duly authorized by the Board of Directors of each Corporation.

IN WITNESS WHEREOF, we have affixed our hands this 13 day of June, 2025, at Viera, Brevard County, Florida.

Signed, Sealed and Delivered in the presence of:

WITNESS 1:

[signature]
(Sign)

Amanda Smith
(Print)

6800 Legacy Blvd. Melbourne FL 32940
(Address)

WITNESS 2:

Kimberlee Ross
(Sign)

Kimberlee Ross
(Print)

6800 Legacy Blvd, Melbourne FL 32940
(Address)

SURVIVING CORPORATION

HERITAGE ISLE DISTRICT ASSOCIATION, INC.
a Florida not for profit corporation

By: David Francis
President

Print: DAVID FRANCIS

Address: 6800 Legacy Blvd. Melbourne, Florida 32940

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 13 day of June, 2025 by David Francis as President the Heritage Isle District Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced ______________ as identification and did take an oath.

My Commission Expires: Jun 26, 2028

[signature]
Notary Public, State of Florida

Andrew Rivera
Print Name of Notary Public

ANDREW JOSE-RAY RIVERA
Notary Public - State of Florida
Commission # HH 565997
My Comm. Expires Jun 26, 2028
Bonded through National Notary Assn.

Signed, Sealed and Delivered in the presence of:

WITNESS 1:

Kristin L. Acree
(Sign)
Kristin L. Acree
(Print)
8009 Daffodil Dr
(Address) Lou. Ky. 40258

WITNESS 2:

Carla Cosby
(Sign)
Carla Cosby
(Print)
9715 Brooks Bend Rd
(Address) Lou Ky 40258

SURVIVING CORPORATION –

HERITAGE ISLE DISTRICT ASSOCIATION, INC.
a Florida not for profit corporation

By: Kim Englert
Secretary
Print: Kim Englert
Address: 3130 Le Conte St
Viera, Fl. 32940

STATE OF Kentucky
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 9 day of June, 2025 by Kim Englert as Secretary of the Heritage Isle District Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Drivers Lic as identification and did take an oath.

My Commission Expires: 3-2-28

Melissa Keesee
Notary Public, State of Kentucky
Melissa Keesee
Print Name of Notary Public

MELISSA KEESEE NOTARY PUBLIC STATE OF KENTUCKY

IN WITNESS WHEREOF, we have affixed our hands this 9 day of June, 2025, at Viera, Brevard County, Florida.

Signed, Sealed and Delivered in the presence of:

WITNESS 1:

Kristin L. Acree
(Sign)
Kristie L. Acree
(Print)
8009 Daffodil Dr.
(Address) Louisville Ky. 40258

WITNESS 2:

Carla Cosby
(Sign)
Carla Cosby
(Print)
9715 Brooks Bend
(Address) Lou Ky 40258

MERGING CORPORATION

HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC.
a Florida not for profit corporation

By: Kim Englert
President
Print: Kim Englert
Address: 3130 Le Conte St
Viera, Fl 32940

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 9 day of June, 2025 by Kim Englert as President of the Heritage Isle Residential Villages Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Drivers Lic. as identification and did take an oath.

My Commission Expires:

Melissa Keesee
Notary Public, State of Kentucky

Melissa Keesee
Print Name of Notary Public

NOTARY PUBLIC

Signed, Sealed and Delivered in the presence of:

MERGING CORPORATION

HERITAGE ISLE RESIDENTIAL VILLAGES ASSOCIATION, INC.
a Florida not for profit corporation

By: ______________________ Secretary
Print: JEFFREY R GLENN

Address: 6800 LEGACY BLVD MELBOURNE FL 32940

WITNESS 1:

____
(Sign)
Amanda Smith
(Print)
6800 Legacy Blvd.
(Address) Melbourne FL 32940

WITNESS 2:

Kimberlee Ross
(Sign)
Kimberlee Ross
(Print)
6800 Legacy Blvd. Melbourne
(Address)
FL. 32940

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 13 day of June, 2025 by Jeffrey Glenn as Secretary of the Heritage Isle Residential Villages Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced ______________ as identification and did take an oath.

My Commission Expires: Jun 26, 2028

____
Notary Public, State of Florida

Andrew Rivera
Print Name of Notary Public

ANDREW JOSE-RAY RIVERA
Notary Public - State of Florida
Commission # HH 565997
My Comm. Expires Jun 26, 2028
Bonded through National Notary Assn.