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MERGER OR SHARE EXCHANGE Windermere Trails Homeowners Association, Inc.

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ARTICLES OF MERGER

OF

WINDERMERE TRAILS STORMWATER MANAGEMENT ASSOCIATION, INC.

a Florida not for profit corporation

Doc# N11000010569

WITH AND INTO

WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC.

a Florida not for profit corporation

Doc# N10000005699

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Pursuant to Sections 617.1103 and 617.1105 of the Florida Statutes, these Articles of Merger provide as follows:

ARTICLE I

STATE OF ORGANIZATION; SURVIVING ENTITY

The name and state of organization of each of the constituent entities of the merger is as follows:

<u>NAME</u>	<u>STATE OF ORGANIZATION</u>
Windermere Trails Stormwater Management Association, Inc.	Florida
Windermere Trails Homeowners Association, Inc.	Florida

Windermere Trails Homeowners Association, Inc., a Florida not for profit corporation shall be the surviving entity.

ARTICLE II

PLAN OF MERGER

The Plan of Merger is attached hereto as EXHIBIT A.

ARTICLE III

APPROVAL OF THE PLAN

The Plan of Merger was adopted by the board of directors of Windermere Trails Stormwater Management Association, Inc. by unanimous written consent on November 30, 2017. The Plan of Merger

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was adopted by the members of Windermere Trails Stormwater Management Association, Inc. by written consent of a majority of voting interests on November 30, 2017.

The Plan of Merger was adopted the board of directors of Windermere Trails Homeowners Association, Inc. by unanimous written consent on November 30, 2017. The Plan of Merger was adopted by the members of Windermere Trails Homeowners Association, Inc. by written consent of a majority of voting interests on November 30, 2017.

ARTICLE IV
EFFECTIVE TIME

These Articles of Merger shall become effective upon the date and time of filing of these Articles with the Florida Division of Corporations.

ARTICLE V
NAME OF SURVIVING ENTITY


The name of the Surviving Entity shall be "Windermere Trails Homeowners Association, Inc." as provided in the Plan of Merger.

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IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent organizations have caused these Articles of Merger to be executed this 15th day of ~~November~~ ^{December}, 2017.

**WINDERMERE TRAILS STORMWATER
MANAGEMENT ASSOCIATION, INC.**, a Florida
not for profit corporation

By: 
Name: MARtha Schreffa
Title: DIRECTOR

**WINDERMERE TRAILS HOMEOWNERS
ASSOCIATION, INC.**, a Florida not for profit
corporation

By: 
Name: MARtha Schreffa
Title: DIRECTOR

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EXHIBIT A

PLAN OF MERGER

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PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan") is entered into as of December 15th 2017, by and between **WINDERMERE TRAILS STORMWATER MANAGEMENT ASSOCIATION, INC.**, a Florida not for profit corporation ("WTSWM") and **WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation ("WTHA").

The parties hereby agree as follows:

1. Effective Date of Merger. The Merger shall be effective as the date and time of filing of Articles of Merger within the Florida Division of Corporations (the "Effective Date").

2. Merger. Subject to the terms and conditions of this Plan and in accordance with the applicable provisions of the Florida Not For Profit Corporation Act (the "Act"), at the Effective Date, WTSWM shall be merged with and into WTHA. As a result of the Merger, the separate corporate existence of WTSWM shall cease, and WTHA shall continue (a) as the surviving company (the "Surviving Company") and (b) to be governed by the Act.

On the Effective Date and in accordance with the applicable provisions of the Act, (i) the Surviving Company shall possess all rights, privileges and powers of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of WTSWM; (ii) all rights, privileges and powers of WTSWM, all property, real, personal and mixed, and all debts due to WTSWM on whatever account, as well as all other things in action or belonging to WTSWM shall be vested in the Surviving Company; (iii) all property, rights, privileges and powers and all and every other interest shall be the property of the Surviving Company as they were of WTSWM; (iv) title to any real estate vested by deed or otherwise in WTSWM shall not revert or be in any way impaired by reason of the Merger; and (v) all rights of creditors and all liens upon any property of WTSWM shall be preserved unimpaired, and all debts, liabilities and duties of WTSWM shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of WTSWM, board of directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies and agreements, arrangements, appraisals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to WTSWM.

3. Name. The name of the Surviving Company as of the Effective Date will be "WINDERMERE TRAILS HOMEOWNERS ASSOCIATION, INC."

4. Articles of Incorporation and Bylaws. Commencing as of the Effective Date, the articles of incorporation of WTHA in effect immediately prior to the Effective Date shall be the articles of incorporation of the Surviving Company, and the bylaws of WTHA in effect immediately prior to the Effective Date shall

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be the bylaws of the Surviving Company, both without change or amendment until thereafter amended in accordance with the provisions thereof and the Act.

5. Management of the Surviving Company.

(a) Board of Directors. The board of directors of WTHA immediately prior to the Effective Date shall be the governing body of the Surviving Company (the "Surviving Company Board") immediately following the Effective Date.

(b) Officers. The officers of WTHA immediately prior to the Effective Date shall be the officers of the Surviving Company immediately following the Effective Date until their respective successors are duly appointed and qualified or their earlier death, resignation or removal in accordance with the articles of incorporation and bylaws of the Surviving Company.

6. Further Assurances. From time to time, as and when required by a party hereto or by its successors and assigns, there shall be executed and delivered on behalf of such other party such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in WTHA the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, and authority of WTSWM, and otherwise to carry out the purposes of this Plan, and the officers and directors of WTHA are fully authorized in the name of and on behalf of WTSWM or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Third Party Beneficiaries. Except as expressly provided for herein, it is the intent of WTHA and WTSWM that this Plan be solely for their benefit and for the benefit of the Surviving Company and, therefore, except as expressly provided for herein, no person or persons other than WTSWM, WTHA and the Surviving Company shall have any right or privileges under this Plan either as third party beneficiaries or otherwise.

8. Entire Agreement; Amendments and Waivers. This Plan and the Articles of Merger represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Plan signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any party hereto of a breach of any provision of this Plan shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Except as set forth herein, all remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

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9. Governing Law; Jurisdiction. This Plan shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of law principles thereof. By execution of this Plan, each of the parties hereto submits to the jurisdiction of any federal or state court of competent jurisdiction located in the State of Florida, including any related appellate court, for any action to enforce this Plan and irrevocably waives any objection such party may now or hereafter have as to the venue of any action or proceeding brought in any such court or that any such court is an inconvenient forum.

10. Severability. If any term or other provision of this Plan is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Plan shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Plan so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11. Binding Effect. This Plan shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. No party may assign (voluntarily, by operation of law or otherwise) this Plan without the prior written consent of the other party hereto.

12. Counterparts; Electronic Copies. This Plan may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Plan by any party hereto will not become effective until counterparts hereof have been executed by all of the parties hereto. It shall not be necessary in making proof of this Plan or any counterparts hereof to produce or account for any of the other counterparts. Signatures received by facsimile or e-mail of a pdf document (including an electronic copy) may be used for any and all purposes for which an original signature may be used. The parties hereto waive any right to challenge the admissibility or authenticity of this Plan based solely on the absence of an original signature.


[SIGNATURE PAGE FOLLOWS]

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This Plan has been executed and delivered by the parties hereto as of the date set forth in the opening paragraph of this Plan.

**WINDERMERE TRAILS STORMWATER
MANAGEMENT ASSOCIATION, INC.**, a Florida
not for profit corporation

By: 
Name: MARSHA SCHIFFER
Title: DIRECTOR

**WINDERMERE TRAILS HOMEOWNERS
ASSOCIATION, INC.**, a Florida not
for profit corporation

By: 
Name: MARSHA SCHIFFER
Title: DIRECTOR

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