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**MERGER OR SHARE EXCHANGE  
QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	15
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**ARTICLES OF MERGER**  
**QUAIL RIDGE COUNTRY CLUB, INC.**

A Florida Not for Profit Corporation  
into

**QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC.**  
A Florida Not for Profit Corporation, the "Surviving Corporation" or "QRPOA"

QUAIL RIDGE COUNTRY CLUB, INC. ("Club" or "Prior Club") and QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC. ("QRPOA" or "Surviving Corporation"), after approval by their respective members, execute and file these Articles of Merger pursuant to F.S. 617.1105 as follows:

1. The Club shall merge into QRPOA, which shall be the survivor and shall assume and be liable for all of the Club's assets and liabilities on the Effective Date (defined below), in accordance with the attached Plan of Merger with exhibits (collectively, the "Plan of Merger").

2. The Plan of Merger was adopted by the Board of Governors of the Club at a meeting held on 02-05, 2019, with resolutions directing that it be submitted for a vote of the members of the Club.

3. Members of the Club duly voted to approve these Articles of Merger and the Plan of Merger by a vote at a special meeting of the members of the Club held on April 8, 2019 and the number of votes cast for the merger was sufficient for approval pursuant to the governing documents of the Club.

4. The Plan of Merger was adopted by the Board of Governors of QRPOA at a meeting held on 02-05, 2019, with resolutions directing that it be submitted for a vote of the members of QRPOA.

5. Members of QRPOA duly voted to approve these Articles of Merger and the Plan of Merger by a vote at a special meeting of the members of QRPOA held on April 8, 2019 and the number of votes cast for the merger was sufficient for approval pursuant to the governing documents of QRPOA.

6. The name of the Surviving Corporation shall remain Quail Ridge Property Owners Association, Inc.

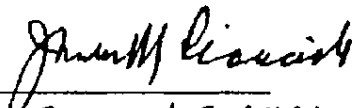
7. The merger of the Club into QRPOA shall be effective on October 1, 2019 (the "Effective Date").

8. Upon the Effective Date, QRPOA shall exchange each member's Club membership certificate for a QRPOA membership certificate in accordance with the Plan of Merger.

***[SIGNATURES ON FOLLOWING PAGE]***

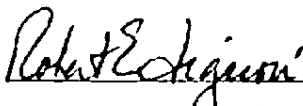
Dated this 9 day of SEP, 2019

QUAIL RIDGE COUNTRY CLUB, INC.

By   
JOSEPH M. CIANCIOLO, President

Dated: 9/9, 2019

QUAIL RIDGE PROPERTY OWNERS  
ASSOCIATION, INC.

By   
Robert E. Liggett, President

Dated: 9/9, 2019

### **PLAN OF MERGER**

This PLAN OF MERGER is dated as of the 8<sup>th</sup> day of April, 2019 ("**Plan Date**") between QUAIL RIDGE COUNTRY CLUB, INC. ("**Club**" or "**Prior Club**") and QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC. ("**QRPOA**"), said entities being sometimes collectively referred to herein as the "**Constituent Entities**".

#### **WITNESSETH:**

WHEREAS, the Club is a Florida Not For Profit Corporation duly organized and existing under the laws of the State of Florida, the members of which are entitled to vote on this Plan of Merger;

WHEREAS, QRPOA is a Florida Not For Profit Corporation duly organized and existing under the laws of the State of Florida, the members of which are entitled to vote on this Plan of Merger;

WHEREAS, the Board of Governors of QRPOA and the Board of Governors of the Club each deem it advisable and in the best interests of the Club and QRPOA, respectively, that the Club be merged with and into QRPOA as authorized by Section 617.1101 et. seq., Florida Statutes, (the "**Act**") pursuant to the terms of this Plan of Merger;

WHEREAS, the Board of Governors of the Club and QRPOA each adopted a resolution approving this Plan of Merger and directing that it be submitted to a vote of its respective members;

WHEREAS, the members of the Club will receive, in exchange for their Club membership certificates, a QRPOA membership certificate as more fully described in ARTICLE IV below.

NOW THEREFORE, the Constituent Entities hereby agree that the Club shall be merged with and into QRPOA in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger as of the Effective Date (defined below).

#### **ARTICLE I.**

#### **THE CONSTITUENT ENTITIES**

The names of the Constituent Entities to the merger are QUAIL RIDGE COUNTRY CLUB, INC., a Florida Not For Profit Corporation, and QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida Not For Profit Corporation. On the Effective Date, the Club shall be merged into QRPOA, in accordance with the applicable provisions of the Act. QRPOA shall be the surviving corporation and shall be governed by the laws of the State of Florida.

ARTICLE II.  
TERMS AND CONDITIONS OF MERGER

On the Effective Date, QRPOA, as the surviving corporation, shall assume and be liable for all of the Club's assets and liabilities. All property, real, personal and mixed, and all debts on whatever account, and all and every other interest of, or belonging to, or due to, each of the Constituent Entities shall be taken and deemed to be transferred to and vested in QRPOA without further vote, action or deed. All corporate acts, plans, policies, contracts, approvals and authorizations of the Club which were valid and effective prior to the Effective Date, shall be taken for all purposes as the corporate acts, plans, policies, contracts, approvals and authorizations of QRPOA. Neither the rights of creditors nor any liens upon such property shall be impaired by such merger. Each Constituent Entity has disclosed to the other its financial statements, tax returns, and schedule of assets for the immediately preceding five (5) years.

ARTICLE III.  
STATEMENT OF CHANGES IN THE ARTICLES OF INCORPORATION

The Articles of Incorporation of QRPOA are amended as shown in Exhibit "A" to this Plan of Merger (the "**Amended and Restated Articles**"), incorporated herein by reference. In addition to the Amended and Restated Articles, the Bylaws of QRPOA are substantially revised, copies of which were provided to each member of the Club and QRPOA prior to the vote for adoption of this Plan of Merger (the "**Amended and Restated Bylaws**"). Approval of this Plan of Merger constitutes approval of such members of the adoption of the Amended and Restated Bylaws. Such Amended and Restated Bylaws constitute the Bylaws of QRPOA in accordance with the terms therein, and shall promptly be filed in the Public Records of Palm Beach County, Florida. Capitalized terms used, but not defined, in this Plan of Merger have the meaning given to such terms in the Amended and Restated Bylaws.

ARTICLE IV.  
MANNER AND BASIS FOR CONVERTING MEMBERSHIPS

Prior to the Effective Date, each member of the Prior Club will be asked to complete an "Expression of Interest" form, indicating their desired category of Membership for use of Recreational Facilities following the Effective Date. On the Effective Date:

(1) QRPOA shall exchange membership certificates in the Prior Club for a Full Membership, Intermediate Membership or Primary Membership certificate, *to the extent possible and subject to availability with priority based on the original date of acquisition of membership in the Prior Club*, in accordance with a member's completed Expression of Interest form delivered to QRPOA on or before June 30, 2019; and

(2) Social Members of the Prior Club may elect to NOT acquire a Recreational Membership in accordance with a member's completed Expression of Interest form delivered to QRPOA on or before June 30, 2019, and be recognized as "Grandfathered Social" members; provided however, every successor owner of a Grandfathered Social's Unit will be required to acquire a Recreational Membership.

No payment shall be required for the foregoing exchange of membership certificates in connection with members of the Prior Club in good standing as of the Plan Date. However, any members of the Prior Club who acquire a Social Membership in the Prior Club after the Plan Date, but before the Effective Date, are required to upgrade such Social Membership to a Recreational Membership by paying to QRPOA all required initiation fees and other charges no later than the Effective Date. Further, any Member who desires to upgrade or downgrade to a different category of Recreational Membership after the Effective Date may do so only if available, by paying to QRPOA all required initiation fees and other charges.

QRPOA Members will have the right, pursuant to the terms and conditions of the Amended and Restated Bylaws and Rules and Regulations of QRPOA, to use and enjoy the Recreational Facilities which, after the filing and the recording of these Articles of Merger, shall, together with the other properties of QRPOA, be titled in the name of QRPOA and constitute a part of the "Common Areas" of QRPOA. The cost of owning and operating the Common Areas will be shared by QRPOA Members in accordance with the Amended and Restated Bylaws.

**ARTICLE V.**  
**TRANSITION COMMITTEE, BOARD OF DIRECTORS AND OFFICERS**

On the Plan Date, the Transition Committee will replace the Coordinating Committee of the Club and QRPOA. On the Effective Date, the members of the Transition Committee will serve as the Transition Board. The composition of the Transition Committee / Transition Board shall be sixteen (16) individuals as follows: (i) seven (7) individuals serving on the QRPOA Executive Committee; (ii) four (4) individuals serving on the Prior Club's Executive Committee; (iii) three (3) individuals serving as the chairperson on the Prior Club's Golf and Green Committee, House Committee and Membership Committee; and (iv) two (2) individuals identified as the immediate past presidents of QRPOA and Prior Club, in accordance with, the Amended and Restated Bylaws. Commencing on the first Annual Meeting following the Effective Date, the Board of Directors shall be elected as follows:

2020 elections until 2021 Annual Meeting:	Thirteen (13) total Directors consisting of twelve (12) elected at large ("2020 Directors"), four (4) of whom shall serve a three (3) year term, four (4) of whom shall serve a two (2) year term, and four (4) of whom shall serve for a one (1) year term, as further provided in Section 6.2, plus the President of the Condominium Association.
2021 elections and thereafter	Thirteen (13) total Directors consisting of eight (8) Directors whose terms have not expired plus four (4) new Directors elected at large, who shall serve for a three (3) year term, plus the President of the Condominium Association.

Notwithstanding anything to the contrary in this Plan of Merger, whenever there is an immediate past President of QRPOA whose term of service on the Board has expired, then such past President may choose to serve as an additional Director.

The Officers of QRPOA shall be elected annually by the Board of Directors at the organizational meeting of the Board to be held immediately after the Annual Meeting or at a time and date as soon as reasonably possible following each Annual Meeting.

ARTICLE VI.

TRANSITION COMMITTEE, FINANCE COMMITTEE, AND ANNUAL BUDGET

After the Plan Date, the Finance Committee of both the Prior Club and QRPOA will collectively prepare a proposed annual budget for QRPOA and present such budget to the Transition Committee for approval. Following the Effective Date, the annual budget approved by the Transition Committee shall be adopted by the Transition Board as the annual budget for QRPOA for the 2019-2020 fiscal year.

ARTICLE VII.

SUPPLEMENTARY ACTION

If at any time after the Effective Date, any further assignments or assurances or any other things are necessary or desirable to vest or to perfect, confirm or record in QRPOA the title to any property or rights of either of the Constituent Entities, or otherwise to carry out the provisions of this Plan of Merger, the then current proper directors, officers, or members of the respective Constituent Entities shall execute and deliver any and all proper deeds, assignments and assurances, and do all things necessary or proper to vest or to perfect or confirm title to such property or rights in QRPOA and otherwise to carry out the purposes and provisions of this Plan of Merger.

ARTICLE VIII.

EFFECTIVE DATE OF MERGER


The merger of the Club into QRPOA shall become effective on October 1, 2019 ("Effective Date").

*[Signatures on Following Page]*

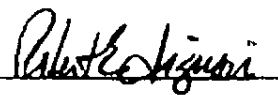
IN WITNESS WHEREOF, each of the parties to this Plan of Merger has caused this Plan of Merger to be executed by its duly authorized officer on the day and year above written.

QUAIL RIDGE COUNTRY CLUB, INC.

QUAIL RIDGE PROPERTY OWNERS  
ASSOCIATION, INC.

By   
JOSEPH H. GAMM, President

Dated: 9/9, 2019

By   
ROBERT E. LIVIERI, President

Dated: 9/9, 2019



Exhibit "A"  
FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR  
QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC.

**FIRST AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
FOR  
QUAIL RIDGE  
PROPERTY OWNERS ASSOCIATION**

**ADOPTED AND EFFECTIVE AS OF**

**October 1, 2019**

**FIRST AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**of**  
**QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC.**  
**(a Florida Not For Profit Corporation)**

Pursuant to Section 617.1007 of the Florida Statutes, Quail Ridge Property Owners Association, Inc., a Florida not-for-profit corporation (the "Corporation"), certifies that:

**FIRST:** The name of the Corporation is QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC. The original Articles of Incorporation were filed with the Secretary of State of the State of Florida on January 15, 1974, as amended ( the "Original Articles").

**SECOND:** These First Amended and Restated Articles of Incorporation supersede the Original Articles in their entirety and were adopted at a duly convened meeting of the Board of Directors of the Corporation on April 08, 2019 by the number of votes cast being sufficient for approval thereof.

**THIRD:** The original Articles are amended and restated in their entirety to read as follows:

**ARTICLE I**  
**NAME**

The name of the Corporation is QUAIL RIDGE PROPERTY OWNERS ASSOCIATION, INC. For convenience, the Corporation may be referred to in this instrument as "QRPOA", these First Amended and Restated Articles of Incorporation as "Articles" and the Amended and Restated Bylaws of QRPOA as "Bylaws."

**ARTICLE II**  
**OFFICE**

The principal office of QRPOA is located at 3715 Golf Road, Boynton Beach, FL 33436 or at such other place as may be subsequently designated by the Board of Directors. All books and records of QRPOA shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act.

**ARTICLE III**  
**DEFINITIONS**

Capitalized terms used, but not defined in these Articles, shall have the same definitions and meanings as those set forth in the Bylaws, unless the context otherwise requires, and all such definitions are hereby incorporated in these Articles by this reference.

**ARTICLE IV**  
**PURPOSE**

The purposes for which the Corporation is organized are to establish, maintain, and operate as the property owners association for Quail Ridge for the mutual advantages to be derived therefrom, to provide a unified effort to protect the value and amenities within Quail Ridge and to maintain the Common Areas therein for the benefit of the Members. Further objects and purposes are to acquire, maintain, and/or own the Common Areas and to engage in such other activities that may be of mutual benefit of the Members.

**ARTICLE V**  
**DISTRIBUTION OF INCOME; DISSOLUTION**

QRPOA shall not pay a dividend to Members and shall make no distribution of income to Directors, officers or Members, and upon dissolution, all assets of QRPOA shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes); provided however, the proceeds received in connection with any transfer of the Recreational Facilities, if any, after payment of applicable debts, will be distributed to the Recreational Members on the basis of the redemption value of each Member's Membership Certificate, and the remainder, if any, will be distributed to the Recreational Members equally.

**ARTICLE VI**  
**POWERS**

Powers of QRPOA shall include and be governed by the following provisions:

6.1 QRPOA shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles.

6.2 QRPOA shall have all the powers and duties reasonably necessary to fulfill its purpose and which are not in conflict with the Condominium Documents to which these Articles are a part, including but not limited to the following:

(a) To make and collect Assessments against the Members to defray the costs, expenses, maintenance and repair of the Common Areas.

(b) To use the proceeds of Assessments in the exercise of its powers and duties, including without limitation, the security, maintenance, repair, replacement, and operation of the Common Areas.

(c) To purchase insurance covering the Common Areas and other insurance for the protection of QRPOA, its employees, officers, Directors, and Members.

(d) To contract for the management of QRPOA, and to delegate to such contractors all powers and duties of QRPOA, except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the Members.

**ARTICLE VII**  
**MEMBERS; VOTING**

7.1 Each record owner of a legal interest to any Unit with the current right to possession of such Unit, other than a tenant under a lease or a person holding an interest merely as security for the performance of an obligation, whether one or more persons or entities, shall be a QRPOA Member, and such membership in QRPOA shall be mandatory, as further provided in the Bylaws and the applicable Declaration of Condominium or Declaration of Covenants and Restrictions for the Unit. Each QRPOA Member shall have one (1) vote for each Unit owned by such QRPOA Member; provided however that Grandfathered Socials, if any, shall not be permitted to vote on matters specifically related to the golf facilities within Quail Ridge.

7.2 All Members, except for any Grandfathered Socials, shall be required to acquire and maintain a Recreational Membership in good standing, as further provided in the Bylaws.

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The business and affairs of QRPOA shall be conducted and managed by a board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than nine (9) nor more than fourteen (14) Directors.

Directors shall be elected at the Annual Meeting of the QRPOA Members in accordance with the Bylaws, except that the individuals identified in the Bylaws as the Transition Board shall serve as the Directors from the Effective Date until the first Annual Meeting following the Effective Date.

**ARTICLE IX**  
**OFFICERS**

The affairs of QRPOA shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors as provided for in the Bylaws and such officers shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

**ARTICLE X**  
**INDEMNIFICATION**

Every Director, officer, and Board committee member shall be indemnified by QRPOA in accordance with the Bylaws. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director, officer or Board committee member, or other person, may be entitled.

**ARTICLE XI**  
**BYLAWS**

The Bylaws of the QRPOA may be adopted, amended, altered, or rescinded in accordance with the Bylaws.

**ARTICLE XII**  
**TERM OF EXISTENCE**

The term of QRPOA's existence shall be perpetual.

**ARTICLE XIII**  
**AMENDMENTS**

Amendments to these Articles may be proposed by any member of the Board of Directors and adopted by a majority vote thereof.

**ARTICLE XIV**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the Registered Agent of this Corporation is 301 N. Atlantic Avenue, Lantana, FL 33462. The registered agent at that address is RJR Tennyson.

**ARTICLE XV**  
**INCORPORATOR**

The names and addresses of the incorporators are as provided in the Original Articles.

IN WITNESS WHEREOF, the undersigned have subscribed their name respectively to the Articles of Incorporation of QUAIL RIDGE PROPERTY OWNERS ASSOCIATION INC., a not for profit corporation, on this 9 of September, 2019.

IN WITNESS WHEREOF, the President of the Corporation has affixed his signature the day and year set forth below.

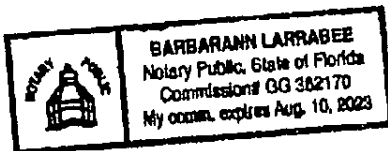
Date: Sep 9, 2019

Quail Ridge Property Owners Association,  
Inc., a Florida not-for-profit corporation

By: [Signature]  
Name: ROBERT E. LIGORI  
President

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF PALM BEACH         )

Sworn to and subscribed before me this 9th day of Sep, 2019 by  
Robert Ligori the President of Quail Ridge Property Owners Association,  
Inc., a Florida not-for-profit corporation, personally know to me or has produced  
\_\_\_\_\_ as identification.



(SEAL)

[Signature]  
Notary Public  
State of Florida  
My commission expires: 8/10/23