

760629

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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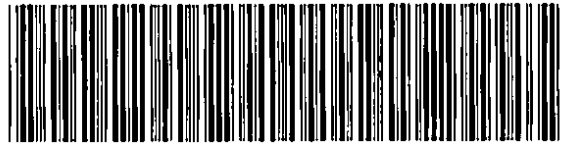
(Business Entity Name)

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## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

WATERFORD AT BLUE LAGOON

PROPERTY OWNERS ASSOCIATION, INC.

Signature \_\_\_\_\_

Requested by: BA

01/04/21

Name \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Walk-In \_\_\_\_\_

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\_\_\_\_ Art of Inc. File \_\_\_\_\_  
\_\_\_\_ LTD Partnership File \_\_\_\_\_  
\_\_\_\_ Foreign Corp. File \_\_\_\_\_  
\_\_\_\_ L.C. File \_\_\_\_\_  
\_\_\_\_ Fictitious Name File \_\_\_\_\_  
\_\_\_\_ Trade/Service Mark \_\_\_\_\_  
✓ \_\_\_\_\_ Merger File \_\_\_\_\_  
\_\_\_\_ Att. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
\_\_\_\_ Cert. Copy \_\_\_\_\_  
✓ \_\_\_\_\_ Photo Copy \_\_\_\_\_  
\_\_\_\_ Certificate of Good Standing \_\_\_\_\_  
\_\_\_\_ Certificate of Status \_\_\_\_\_  
\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_  
\_\_\_\_ Corp Record Search \_\_\_\_\_  
\_\_\_\_ Officer Search \_\_\_\_\_  
\_\_\_\_ Fictitious Search \_\_\_\_\_  
\_\_\_\_ Fictitious Owner Search \_\_\_\_\_  
\_\_\_\_ Vehicle Search \_\_\_\_\_  
\_\_\_\_ Driving Record \_\_\_\_\_  
\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_  
\_\_\_\_ UCC 11 Search \_\_\_\_\_  
\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_  
\_\_\_\_ Courier \_\_\_\_\_

## **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.

### **ARTICLE I** **SURVIVING CORPORATION**

The name of the surviving corporation shall be WATERFORD AT BLUE LAGOON PROPERTY OWNERS ASSOCIATION, INC. (the "Surviving Corporation"), Document Number 760629, within the jurisdiction of incorporation of Florida.

### **ARTICLE II** **MERGING CORPORATION**

The name of the merging corporation is WATERFORD AT BLUE LAGOON EAST PROPERTY OWNERS ASSOCIATION, INC. (the "Merging Corporation"), Document Number N98000003460, within the jurisdiction of incorporation of Florida.

### **ARTICLE III** **PLAN OF MERGER**

The Plan of Merger is attached hereto and incorporated as if fully set forth herein as Exhibit "A".

### **ARTICLE IV** **EFFECTIVE DATE**

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

### **ARTICLE V** **ADOPTION OF MERGER BY SURVIVING CORPORATION**

The Board of Directors of the Surviving Corporation adopted a resolution approving the Plan of Merger and directing that it be submitted to the written consent of the members of the Surviving Corporation in accordance with section 617.0701, Florida Statutes. Thereafter, the Plan of Merger was adopted by written consent of the members of the Surviving Corporation and executed in accordance with section 617.0701, Florida Statutes.

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**ARTICLE VI**  
**ADOPTION OF MERGER BY MERGING CORPORATION**

The Board of Directors of the Merging Corporation adopted a resolution approving the Plan of Merger and directing that it be submitted to the written consent of the members of the Merging Corporation in accordance with section 617.0701, Florida Statutes. Thereafter, the Plan of Merger was adopted by written consent of the members of the Merging Corporation and executed in accordance with section 617.0701, Florida Statutes.

**IN WITNESS WHEREOF**, the Surviving Corporation and the Merging Corporation have executed these Articles of Merger as of the dates set forth below:

**SURVIVING CORPORATION**

**WATERFORD AT BLUE LAGOON  
PROPERTY OWNERS ASSOCIATION, INC.**  
a Florida not for profit corporation

By: Charles C. Russo

Its: President

Print Name: Charles C. Russo

Date: 11/06/2020

**MERGING CORPORATION**

**WATERFORD AT BLUE LAGOON EAST  
PROPERTY OWNERS ASSOCIATION, INC.**  
a Florida not for profit corporation

By: Charles C. Russo

Its: President

Print Name: Charles C. Russo

Date: 11/06/2020

EXHIBIT "A"

PLAN OF MERGER

## **PLAN OF MERGER**

The following Plan of Merger is submitted in compliance with section 617.1101, Florida Statutes.

### **ARTICLE I** **SURVIVING CORPORATION**

The name of the surviving corporation shall be WATERFORD AT BLUE LAGOON PROPERTY OWNERS ASSOCIATION, INC. (the "Surviving Corporation"), Document Number 760629, within the jurisdiction of incorporation of Florida. The Surviving Corporation is a commercial association created for the operation of a portion of a first class commercial park known as "Waterford Business District" (formerly, "Blue Lagoon Corporate Center"), which comprises all properties subject to that certain Declaration of Covenants, Conditions, Restrictions and Limitations of the Blue Lagoon Corporate Center, recorded in the Official Records of Miami-Dade County, Florida in Official Records Book 11254, Page 579, as amended from time to time (the "Surviving Corporation Declaration") and the "Merging Corporation Declaration" (as such term is hereinafter defined).

### **ARTICLE II** **MERGING CORPORATION**

The name of the merging corporation is WATERFORD AT BLUE LAGOON EAST PROPERTY OWNERS ASSOCIATION, INC. (the "Merging Corporation"), Document Number N98000003460, within the jurisdiction of incorporation of Florida. The Merging Corporation is a commercial association created for the operation of a portion of a first class commercial park known as "Waterford Business District" (formerly, "Blue Lagoon Corporate Center"), which comprises all properties subject to that certain Declaration of Covenants, Conditions, Restrictions and Limitations of Waterford at Blue Lagoon East, recorded in the Official Records of Miami-Dade County, Florida in Official Records Book 18146, Page 213, as amended from time to time (the "Merging Corporation Declaration").

### **ARTICLE III** **TERMS AND CONDITIONS OF MERGER**

3.1 **Effective Date.** The merger shall become effective on the date the Articles of Merger, to which this Plan of Merger shall be attached as Exhibit "A", 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 after the effective date of the merger.

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. Title to any real property, whether vested by deed or other instrument, shall not revert or in any way be impaired by reason of the merger, provided that the rights of all creditors and all liens on such property, to the extent such creditors or liens shall exist upon the effective date of the merger, shall be preserved unimpaired. 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. The Merging Corporation is not, and will not be, by the filing and performance of this Plan of Merger, in breach, violation, or default of any term or provision

of any outstanding indenture, mortgage, contract, agreement, lease, license, or permit or of any order, injunction, decree, statute, ordinance, code, rule, or regulation applicable to the Merging Corporation. Further, no event has occurred that, with the lapse of time or action by a third party, could result in breach, violation, or default of any term or provision of any outstanding indenture, mortgage, contract, agreement, lease, license, or permit or of any order, injunction, decree, statute, ordinance, code, rule, or regulation applicable to the Merging Corporation.

D. 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.

E. 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).

F. There are no known investigations, actions, suits, claims, or proceedings pending, or known to be threatened, against the Merging Corporation, in law or in equity, administrative or otherwise, or before any federal, state, municipal, or other governmental agency, domestic or foreign.

**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. The Surviving Corporation is not, and will not be, by the filing and performance of this Plan of Merger, in breach, violation, or default of any term or provision of any outstanding indenture, mortgage, contract, agreement, lease, license, or permit or of any order, injunction, decree, statute, ordinance, code, rule, or regulation applicable to the Surviving Corporation. Further, no event has occurred that, with the lapse of time or action by a third party, could result in breach, violation, or default of any term or provision of any outstanding indenture, mortgage, contract, agreement, lease, license, or permit or of any order, injunction, decree, statute, ordinance, code, rule, or regulation applicable to the Surviving Corporation.



D. 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.** The Surviving Corporation shall pay all fees and costs incurred in connection with the merger, including, without limitation, the cost of filing the Articles of Merger, this Plan of Merger, and the "Amended and Restated Articles" (as such term is hereinafter defined) with the Florida Department of State, Division of Corporations. Notwithstanding the forgoing, the Merging Corporation and the Surviving Corporation shall pay their own respective attorneys' fees and costs incurred in connection with the merger through and until the effective date of the merger. Any expenses incurred by the members of the Merging Corporation and/or the Surviving Corporation shall be paid by such members.

3.9 **Approval of Plan of Merger.** This Plan of Merger is subject to the approval of a majority of the total voting interests of the Merging Corporation and the approval of a majority of the total voting interests 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 as Exhibit "A".

3.10 **Amendment.** After approval of this Plan of Merger by the Board of Directors of the Surviving Corporation and the Board of Directors of the Merging Corporation, but prior to presentation to the members of the Merging Corporation and the Surviving Corporation for their approval, this Plan of Merger may be amended only by an agreement in writing approved by the Board of Directors of the Surviving Corporation and the Board of Directors of the Merging Corporation. Once this Plan of Merger has been presented to the members of the Merging Corporation and the Surviving Corporation for their approval, this Plan of Merger cannot be amended until after approved by the members of the Merging Corporation and the Surviving Corporation, at which time this Plan of Merger may only be amended upon the approval of the Board of Directors of the Surviving Corporation and the Board of Directors of the Merging Corporation and subsequent approval of the members of the Merging Corporation and the Surviving Corporation obtained in the same manner as approval of this Plan of Merger in accordance with section 617.1103, Florida Statutes. This Plan of Merger shall not be amended after the effective date of the merger.

3.11 **Abandonment.** Notwithstanding anything in this Plan of Merger to the contrary, this Plan of Merger may be abandoned at any time prior to the effective date of the merger by the mutual written consent of the Board of Directors of the Merging Corporation and the Board of Directors of the Surviving Corporation or by the unanimous approval of the Board of Directors of the Surviving Corporation, without any further action or approval by the members of the Merging Corporation or the Surviving Corporation. In the event of abandonment of this Plan of Merger, this Plan of Merger shall be deemed

void and of no force or effect whatsoever, and there shall be no liability on the part of the Merging Corporation or the Surviving Corporation or their respective Board of Directors therefor. Notwithstanding the foregoing, the abandonment of this Plan of Merger shall be subject to the rights of third parties under any contracts entered into relating to the planned merger.

#### **ARTICLE IV** **GOVERNING DOCUMENTS**

4.1 **Declarations.** The Surviving Corporation Declaration and the Merging Corporation Declaration are not being merged. Therefore, the Surviving Corporation Declaration shall remain as currently existing as the Surviving Corporation is already referenced therein as the commercial association responsible for the operation of "Waterford Business District". However, amendments to the Merging Corporation Declaration, attached hereto and incorporated as if fully set forth herein as Exhibit "1", shall be adopted as part of this Plan of Merger, and amendments to the Surviving Corporation Declaration, attached hereto and incorporated as if fully set forth herein as Exhibit "2", shall be adopted as part of this Plan of Merger.

4.2 **Amended and Restated Articles.** The Amended and Restated Articles of Incorporation of Waterford at Blue Lagoon Property Owners Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "3" (the "Amended and Restated Articles"), shall be adopted as part of this Plan of Merger. The Amended and Restated Articles, as they may be amended from time to time, shall be the governing articles of incorporation of the Surviving Corporation, and the existing articles of incorporation of the Merging Corporation shall cease to be of any force of effect upon the effective date of the merger.

4.3 **Amended and Restated Bylaws.** The Amended and Restated Bylaws of Waterford at Blue Lagoon Property Owners Association, Inc. are attached hereto and incorporated as if fully set forth herein as Exhibit "4" (the "Amended and Restated Bylaws"), shall be adopted as part of this Plan of Merger. The Amended and Restated Bylaws, as they may be amended from time to time, shall be the governing bylaws of the Surviving Corporation, and the existing bylaws of the Merging Corporation shall cease to be of any force of effect upon the effective date of the merger.

#### **ARTICLE V** **MEMBERSHIP IN SURVIVING CORPORATION**

As more particularly set forth in the Amended and Restated Articles, each "Owner" (as such term is defined in Section 1.16 of the Merging Corporation Declaration and as such term is defined in Section 1.9 of the Surviving Corporation Declaration) shall be a member of the Surviving Corporation.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

6.1 **Notices.** Any notices to be given pursuant to this Plan of Merger shall be in writing and shall be deemed to have been given upon receipt if delivered by hand, sent by recognized overnight courier (such as Federal Express), or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows: (i) if to the Merging Corporation, to the mailing address for the Merging Corporation on record with the Florida Department of State, Division of Corporations, or such other address as the Merging Corporation has notified the Surviving Corporation in writing; and (ii) if to the Surviving Corporation, to the mailing address for the Surviving Corporation on record with the Florida Department of State, Division of Corporations, or such other address as the Surviving Corporation has notified the Merging Corporation in writing.

6.2 **Exhibits.** All of the exhibits attached to this Plan of Merger are incorporated herein, and made a part of, this Plan of Merger.

6.3 **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.

6.4 **Headings.** The section and subsection headings in this Plan of Merger are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Plan of Merger.

6.5 **Official Record Book and Page.** No part of this Plan of Merger shall be void due to an incorrect reference to an Official Record Book number or Page number. Rather, this Plan of Merger shall be interpreted as if the correct Official Record Book number and Page number were provided. If a document is referenced in this Plan of Merger for which an Official Record Book number and Page number exist, but were not provided for herein, this Plan of Merger shall be interpreted as if the Official Record Book number and Page number were set forth herein.

6.6 **Gender.** Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all words herein in the feminine gender shall be deemed to include the masculine or neuter gender, all words herein in the neuter gender shall be deemed to include the masculine or feminine gender, all singular words shall include the plural, and all plural words shall include the singular.

6.7 **Preparation of Agreement.** Notwithstanding the fact this Plan of Merger may have been drafted by counsel to one party, 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 solely because the Plan of Merger was drafted by the counsel for one of the parties.

6.8 **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.

6.9 **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.

6.10 **The term "shall".** The term "shall" as used herein means "must" and "mandatory" and in no event can a permissive meaning be ascribed to such term.

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[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Surviving Corporation, upon approval of the members of the Surviving Corporation, has executed this Plan of Merger as of the date set forth below:

Signed, Sealed and Delivered  
in the presence of:

SURVIVING CORPORATION

WATERFORD AT BLUE LAGOON  
PROPERTY OWNERS ASSOCIATION, INC.  
a Florida not for profit corporation

[Signature]  
Print Name: Edgar Hidalgo

By: Charles C. Russo

[Signature]  
Print Name: Christian Gossin


Its: President

Print Name: Charles C. Russo

Date: 11/06/2020

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me by means of ☐ physical appearance or ☐ online notarization, this 10<sup>th</sup> day of November, 2020, by Charles Russo as President for Waterford at Blue Lagoon Property Owners Association, Inc., a Florida not for profit corporation, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification and did not take an oath.

 DANIELA CABALLERO  
Commission # HH 050720  
Expires October 5, 2024  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public, State of Florida

Daniela Caballero  
Print Name of Notary Public

My Commission Expires: 10/5/2024

IN WITNESS WHEREOF, the Merging Corporation, upon approval of the members of the Merging Corporation, has executed this Plan of Merger as of the date set forth below:

Signed, Sealed and Delivered  
in the presence of:

*Daniela Caballero*  
Print Name: Daniela Caballero

*Christian Gossin*  
Print Name: Christian Gossin

MERGING CORPORATION

WATERFORD AT BLUE LAGOON EAST  
PROPERTY OWNERS ASSOCIATION, INC.  
a Florida not for profit corporation

By: *Charles C. Russo*

Its: president

Print Name: Charles C. Russo

Date: 11/06/2020

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

The foregoing instrument was acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 6th day of November, 2020, by Charles Russo as president for Waterford at Blue Lagoon East Property Owners Association, Inc., a Florida not for profit corporation, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification and did not take an oath.



DANIELA CABALLERO  
Commission # HH 050720  
Expires October 5, 2024  
Bonded Thru Budget Notary Services

*Daniela Caballero*  
(Notary Public, State of Florida)

Daniela Caballero  
Print Name of Notary Public

My Commission Expires: 10/5/2024