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TALLAHASSEE FLORIDA

M. Brager

JAN 28 2016

R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: The Place Unit Two Property Owners' 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:

Rita Jackman

(Contact Person)

Jackman, Stevens & Ricciardi, P.A.

(Firm/Company)

4575 Via Royale Suite 200

(Address)

Fort Myers, FL 33909

(City/State and Zip Code)

For further information concerning this matter, please call:

Rita Jackman

(Name of Contact Person)

At (239 689-1096)

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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TALLAHASSEE FLORIDA

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The Place Two, Property Owners' Association, Inc.	Florida	767974

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
1) The Place One, Property Owners' Association, Inc.	Florida	767975
2) The Place III Property Owners' Association, Inc.	Florida	N12000

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 November 7, 2015.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
24 FOR 0 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 November 7, 2015. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 24 FOR 0 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

Terri Chadwell

Terri Chadwell

Terri Chadwell

Terri Chadwell

Terri Chadwell

Terri Chadwell

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

The Place TWO, Property
Owners' Association, Inc

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

The place one, Property
Owners' Association, Inc

The Place III, Property
Owners' Association, Inc

The terms and conditions of the merger are as follows:

All terms are contained in the
Plan of Merger Attached hereto

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

PLAN OF MERGER FOR THE PLACE, UNIT TWO, PROPERTY OWNERS' ASSOCIATION, INC., THE PLACE, UNIT III, PROPERTY OWNERS' ASSOCIATION, INC., and THE PLACE, UNIT ONE, PROPERTY OWNERS' ASSOCIATION, INC

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated this 12th day of December, 2015 by and between THE PLACE, UNIT TWO, PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("TWO"), THE PLACE, UNIT III, PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("III") and THE PLACE, UNIT ONE, PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("ONE") "TWO", "III", and "ONE" are sometimes referred to as the "Merging Corporations")

WHEREAS, "TWO" is a Florida not-for-profit corporation duly organized and existing under the laws of the State of Florida, "III" is a Florida not-for-profit corporation duly organized and existing under the laws of the State of Florida and "ONE" is a Florida not-for-profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors of each of the "Merging Corporations has determined that it is advisable and in its best interests for "TWO", "III", and "ONE" to be merged with and into "TWO", with "TWO" being the surviving corporation , on the terms and conditions set forth herein.

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect, as follows:

1. MEMBERS.

- (a) "TWO" has no members with the right to vote with respect to the Merger (as defined below). No capital contribution is required or has been made by any members of "TWO" and there are no holders of any certificates evidencing capital contributions or subventions.
- (b) "III" has no members with the right to vote with respect to the Merger (as defined below). No capital contribution is required or has been made by any members of "TWO" and there are no holders of any certificates evidencing capital contributions or subventions.
- (c) "ONE" has no members with the right to vote with respect to the Merger (as defined below). No capital contribution is required or has been made by any members of "TWO" and there are no holders of any certificates evidencing capital contributions

or subventions.

2. APPROVAL OF MERGER

(a) This Agreement was advised, authorized and approved by the "TWO" Board of Directors in accordance with the Florida Not-For-Profit Corporation Act ("FL ACT") and the "TWO" article of Incorporation.

(b) This Agreement was advised, authorized and approved by the "III" Board of Directors in accordance with the ("FL ACT") and the "TWO" article of Incorporation.

(c) This Agreement was advised, authorized and approved by the "ONE" Board of Directors in accordance with the ("FL ACT") and the "TWO" article of Incorporation.

3. **MERGER.** At the Effective Date of the Merger, the separate existence of "III" and "ONE" shall cease and "III" and "ONE" shall be merged into "TWO" (the Merger), which shall continue its corporate existence and be the corporation surviving the Merger. "TWO" as it will exist following the Merger, is sometimes hereinafter referred to as the "Surviving Corporation".

4. **EFFECTIVE DATE.** "Merging Corporations" shall file articles of merger with the Florida Secretary of State with respect to the Merger, as required by the Florida Act after satisfaction of the requirements of the laws of the State of Florida, and the Merger shall become effective upon the filing of such Articles of Merger (the "Effective Date"), in accordance with the applicable laws.

5. **TERMS OF MERGER.** The terms and conditions of the Merger are as follows:


- (a) The name of the Surviving Corporation, following the Effective Date of the Merger, shall be remain "TWO" Association" as fully described above.
- (b) As of the Effective Date the Articles of Incorporation of "TWO" ("Articles") shall be an remain the Articles of the Surviving Corporation.
- (c) As of the Effective Date, the Bylaws of "TWO" ("Bylaws") shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed as therein provided.
- (d) From and after the Effective Date, the directors and officers of the Surviving Corporation shall remain the current directors and officers of "TWO" holding office immediately prior to the Effective Date, who shall hold office subject to and in accordance with the Bylaws if the Surviving Corporation.

(e) From and after the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchise of the public, as well as of the private nature, of each of the "Merging Corporations"; and all property, real, persona and mixed, and all debts, due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest of or belonging to or due to each "Merging Corporations" shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the "Merging Corporations" shall not revert or be in any way impaired by reason of the Merger; provided, however, that the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the "Surviving Corporations" and any claim existing or action or proceeding pending by or against either of the "Merging Corporations" may be prosecuted to judgment as if the Merger had taken place or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the "Merging Corporations" shall be impaired by the Merger.


(f) The interpretation and enforcement of this Agreement shall be governed by the law of the State of Florida.

IN WITNESS WHEREOF, each of THE PLACE, UNIT ONE, PROPERTY OWNERS' ASSOCIATION, INC., THE PLACE, UNIT TWO, PROPERTY OWNERS' ASSOCIATION, INC. and THE PLACE, UNIT III, PROPERTY OWNERS' ASSOCIATION, INC. have executed this Agreement as of the date set forth above.

PLACE, UNIT ONE, PROPERTY OWNERS' ASSOCIATION, INC.
A Florida not-for-profit corporation

By: 
TERRI R. CHADWELL
As Its Acting Assistant Secretary and President

PLACE, UNIT TWO, PROPERTY OWNERS' ASSOCIATION, INC.
A Florida not-for-profit corporation

By: 
TERRI R. CHADWELL
As Its Acting Assistant Secretary and President

PLACE, UNIT III, PROPERTY OWNERS' ASSOCIATION, INC.

A Florida not-for-profit corporation

By: *Terr R. Chadwell*
TERRI R. CHADWELL
As Its Acting Assistant Secretary and President