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FILED
12 DEC 27 AM 9:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Morgan

1-7-13

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December 21, 2012

By Federal Express

Florida Department of State
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Woodside Homes of Florida, LLC

Dear Clerk:

I enclose a Certificate of Merger which I would appreciate your filing among the corporate records of the Florida Department of State. Please issue a certified copy of the Certificate of Merger upon filing. Also enclosed are checks made payable to the Florida Department of State in the amounts of \$105 and \$25 to cover the filing and certification fees.

Also enclosed is a copy of the Certificate of Merger, which I would appreciate your stamping with the date filed and returning a copy to me in the enclosed, self-addressed stamped envelope.

Please contact me if you have any questions. Thank you for your assistance.

Sincerely,



Robert C. Darrell
Legal Assistant

RCD/
Enclosures

cc: Douglas M. Fox, Esquire
Wayne R. Farnsworth, Esquire

CERTIFICATE OF MERGER

of

**WOODSIDE MAJESTIC OAKS, LLC
WOODSIDE TAMPA PALMS, LLC**

and

WOODSIDE S.O., LLC

each a Florida domestic limited liability company
(collectively, the "Merging Entities")

with and into

WOODSIDE HOMES OF FLORIDA, LLC

a Florida domestic limited liability company
(the "Surviving Entity")

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12 DEC 27 AM 9:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Certificate of Merger, dated as of December 19th, 2012, is being duly executed and filed by the undersigned to merge the following limited liability companies in accordance with Section 608.4382 of the Florida Limited Liability Company Act (FLA. STAT. ANN. § 608.401, *et seq.*, hereinafter referred to as the "Act").

FIRST: The exact name and jurisdiction of formation or organization of each of the limited liability companies (collectively, the "Merging Entities") which are merging are as follows:

Merging Entities

Jurisdiction of Formation or Organization

Woodside Majestic Oaks, LLC
Woodside Tampa Palms, LLC
Woodside S.O., LLC

Florida
Florida
Florida

SECOND: The exact name and jurisdiction of formation or organization of the limited liability company (the "Surviving Entity") which is surviving is as follows:

Surviving Entity

Jurisdiction of Formation or Organization

Woodside Homes of Florida, LLC

Florida

THIRD: An Agreement and Plan of Merger dated as of December 19th, 2012 (the "Agreement and Plan of Merger"), attached hereto and made a part hereof as Exhibit A, has been approved and executed by each of the Merging Entities and the Surviving Entity that is a party to the merger in accordance with the applicable provisions of the Act.

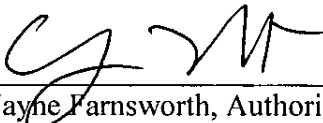
FOURTH: This Certificate of Merger shall be effective upon filing with the Florida Secretary of State.

[SIGNATURES ON FOLLOWING PAGE]

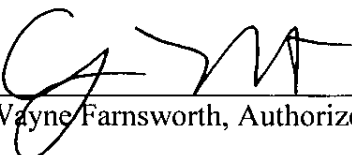
IN WITNESS WHEREOF, the undersigned authorized representative has executed this Certificate of Merger as of the date and year first set forth above.

MERGING ENTITIES:

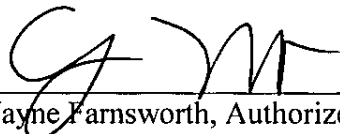
WOODSIDE MAJESTIC OAKS, LLC

By: 
Wayne Farnsworth, Authorized Representative

WOODSIDE TAMPA PALMS, LLC

By: 
Wayne Farnsworth, Authorized Representative

WOODSIDE S.O., LLC

By: 
Wayne Farnsworth, Authorized Representative

SURVIVING ENTITY:

WOODSIDE HOMES OF FLORIDA, LLC

By: 
Wayne Farnsworth, Authorized Representative

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

OF

**WOODSIDE MAJESTIC OAKS, LLC
WOODSIDE TAMPA PALMS, LLC**

and

WOODSIDE S.O., LLC

each a Florida domestic limited liability company
(collectively, the "Merging Entities")

with and into

WOODSIDE HOMES OF FLORIDA, LLC

a Florida domestic limited liability company
(the "Surviving Entity")

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 19, 2012 (this "Agreement"), is by and among the Merging Entities and the Surviving Entity.

EXPLANATORY STATEMENT

WHEREAS, the Surviving Entity desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of each of the Merging Entities by means of a merger of each of the Merging Entities with and into the Surviving Entity, whereby the Surviving Entity shall be the surviving entity (the "Merger");

WHEREAS, the ownership of the limited liability company interest in each of the Merging Entities and the Surviving Entity are identical;

WHEREAS, Section 608.438 of the Florida Limited Liability Company Act (FLA. STAT. ANN. § 608.401, *et seq.*, hereinafter referred to as the "Act") authorizes the merger of one or more of the Merging Entities with and into a Florida limited liability company;

WHEREAS, the Merging Entities and the Surviving Entity now desire to effect the Merger;

WHEREAS, the sole member of each of the Merging Entities has approved and declared the advisability of this Agreement and the consummation of the Merger; and

WHEREAS, the sole member of the Surviving Entity has approved and declared the advisability of this Agreement and the consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE 1

THE MERGER

Section 1.1 The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Merging Entities and the Surviving Entity shall determine, and subject to the applicable provisions of the Act, the Surviving Entity shall file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Florida (the "Secretary") and make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective upon the date and time when the Certificate of Merger, to be duly signed and acknowledged by the Merging Entities and the Surviving Entity, is filed with, and accepted for record by, the Secretary (the "Effective Time").

(b) At the Effective Time, each of the Merging Entities shall be merged with and into the Surviving Entity, whereupon the separate existence of each of the Merging Entities shall cease, and the Surviving Entity shall be the surviving entity of the Merger in accordance with Section 608.4383 of the Act.

Section 1.2 Conversion of Interests. At the Effective Time:

(a) Each limited liability company membership interest of the Merging Entities outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each limited liability company membership interest of the Surviving Entity outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as limited liability company membership interest of the Surviving Entity.

ARTICLE 2

ARTICLES OF ORGANIZATION OF SURVIVING LIMITED LIABILITY COMPANY

Section 2.1 Articles of Organization. The articles of organization of the Surviving Entity, as amended and in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Entity.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of each of the Merging Entities. Each of the Merging Entities hereby represents and warrants that it:

(a) is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary, if any;

(c) is not in violation of any provisions of its respective articles of organization; and

(d) has full power and authority to execute and deliver this Agreement and consummate the Merger and the other transactions contemplated by this Agreement.

Section 3.2 Representations and Warranties of the Surviving Entity. The Surviving Entity hereby represents and warrants that it:

(a) is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary, if any;

(c) is not in violation of any provisions of its articles of organization; and

(d) has full power and authority to execute and deliver this Agreement and consummate the Merger and the other transactions contemplated by this Agreement.

ARTICLE 4

TRANSFER, CONVEYANCE AND ASSUMPTION

Section 4.1 Transfer, Conveyance and Assumption. At the Effective Time, the Surviving Entity shall continue in existence as the surviving limited liability company, and without further transfer, succeed to and possess all of the rights, privileges, powers and franchises of each of the Merging Entities, and all of the assets and property of whatever kind and character of each of the Merging Entities shall vest in the Surviving Entity, as the surviving limited liability company, without further act or deed; thereafter, the Surviving Entity, as the surviving limited liability company, shall be liable for all of the liabilities and obligations of each of the Merging Entities, and any claim or judgment against any of the Merging Entities may be enforced against the Surviving Entity, as the surviving limited liability company, and consummation of the Merger shall have the effects set forth in Section 608.4383 of the Act.

Section 4.2 Further Assurances. If at any time the Surviving Entity shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of any of the Merging Entities, or otherwise to carry out the provisions hereof, the proper representatives of the Merging Entities, as the case may be, as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances and do all things necessary or proper to vest, perfect

or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

ARTICLE 5

TERMINATION

Section 5.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time for any reason whatsoever by either the sole member of any of the Merging Entities or the sole member of the Surviving Entity.

Section 5.2 Effect of Termination. If this Agreement is terminated pursuant to Section 5.1, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE 6

MISCELLANEOUS

Section 6.1 Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended; modified, supplemented or waived (to the extent permitted under the Act, as the case may be), prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed on behalf of the Surviving Entity and each of the Merging Entities.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.2 Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among the Merging Entities and the Surviving Entity, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Merging Entities and the Surviving Entity with respect to the subject matter hereof.

Section 6.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

Section 6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws.

Section 6.5 Counterparts. This Agreement may be executed in any number of 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 parties hereto, intending to be legally bound hereby, have executed this Agreement and caused the same to be duly delivered on their behalf as of the day and year first above written.

MERGING ENTITIES:

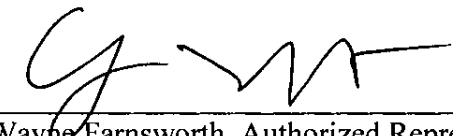
WOODSIDE MAJESTIC OAKS, LLC

By: 
Wayne Farnsworth, Authorized Representative

WOODSIDE TAMPA PALMS, LLC

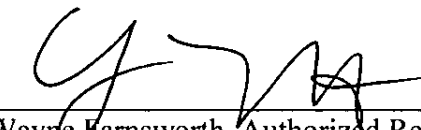
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By: 
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