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TALLAHASSEE, FLORIDA

10/14
Merger

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BOARD CERTIFIED CREDITOR'S RIGHTS - CLLA

October 2, 2003

Department of State
Division of Corporations
Corporate Filings
Attention: Merger
Post Office Box 6327
Tallahassee, FL 323140

Re: Mergers

Dear Sir or Madam:

Enclosed please find one original and one copy each of the Articles of Merger, Plan of Merger and Amendment of Articles of Incorporation. This merges four (4) corporations. Please find two (2) checks in the amount of $175.00, which represents the filing fee, plus the fee for the four (4) mergers. The second check is in the amount of $8.75, which represents the certified copy charge. Please return a copy to our office in the envelope provided for your use.

If you should have any questions regarding the foregoing, please do not hesitate to contact our office.

Very truly,

DEBOEST, KNUDSEN, STOCKMAN,
DECKER & DRYDEN, P.A.

Richard D. DeBoest, II

Richard D. DeBoest, II
For the Firm
Signed electronically to avoid delay.

RDD2:smp
Enclosure

ARTICLES OF MERGER

of

JULIANA VILLAGE 2A CONDOMINIUM ASSOCIATION, INC.,
JULIANA VILLAGE 2B CONDOMINIUM ASSOCIATION, INC.,
AND
JULIANA VILLAGE 2C CONDOMINIUM ASSOCIATION, INC.
Florida Not-For-Profit Corporations,

into/with

JULIANA VILLAGE 2D CONDOMINIUM ASSOCIATION, INC.,
a Florida not-For-Profit Corporation,

which will thereafter be known as

JULIANA VILLAGE CONDOMINIUM ASSOCIATION, INC.,
a Florida not-For-Profit Corporation,

03 OCT -7 PM 4:001
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between JULIANA VILLAGE 2A CONDOMINIUM ASSOCIATION, INC., JULIANA VILLAGE 2B CONDOMINIUM ASSOCIATION, INC., and JULIANA VILLAGE 2C CONDOMINIUM ASSOCIATION, INC., all Florida Not-for-Profit corporations ("Merging Corporations") and JULIANA VILLAGE 2D CONDOMINIUM ASSOCIATION, INC., a Florida Not-for-Profit corporation ("Surviving Corporation").

Pursuant to s. 617.1105 of the Florida Not-for-Profit Corporation Act (the "Act") JULIANA VILLAGE 2A CONDOMINIUM ASSOCIATION, INC., JULIANA VILLAGE 2B CONDOMINIUM ASSOCIATION, INC., JULIANA VILLAGE 2C CONDOMINIUM ASSOCIATION, INC., and JULIANA VILLAGE 2D CONDOMINIUM ASSOCIATION, INC., adopt the following Articles of Merger.

1. The Plan of Merger dated March 11, 2003 ("Plan of Merger") which Plan of Merger was approved and adopted by sufficient votes of the respective membership of the Merging Corporations and the Surviving Corporation, as follows:

Juliana Village 2D Condominium Association, Inc. (Surviving Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 31st, 2003

Number of Votes In Favor of Plan of Merger 24

Number of Votes In Opposition to Plan of Merger 0

Juliana Village 2A Condominium Association, Inc. (Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 31st, 2003

Number of Votes In Favor of Plan of Merger 14

Number of Votes In Opposition to Plan of Merger 0

Juliana Village 2B Condominium Association, Inc. (Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 31st, 2003

Number of Votes In Favor of Plan of Merger 17

Number of Votes In Opposition to Plan of Merger 0

Juliana Village 2C Condominium Association, Inc. (Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 31st, 2003

Number of Votes In Favor of Plan of Merger 17

Number of Votes In Opposition to Plan of Merger 0

2. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein, including the amendments to the Articles of Incorporation of the Surviving Corporation.

3. Pursuant to s. 617.1105(4) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 25th day of ~~May,~~ June 2003.

JULIANA VILLAGE 2D
CONDOMINIUM ASSOCIATION, INC. (SEAL)

By: _____, President
Print name: PETER P. COURNAN

JULIANA VILLAGE 2A
CONDOMINIUM ASSOCIATION, INC. (SEAL)

By: _____, President
Print Name: EDWARD SCHNEIDER

JULIANA VILLAGE 2B
CONDOMINIUM ASSOCIATION, INC. (SEAL)

By: _____, President
Print Name: GARY L. ALDINGER

JULIANA VILLAGE 2C
CONDOMINIUM ASSOCIATION, INC. (SEAL)

By: _____, President
Print Name:

PLAN OF MERGER
FOR
JULIANA VILLAGE 2A CONDOMINIUM ASSOCIATION, INC.
JULIANA VILLAGE 2B CONDOMINIUM ASSOCIATION, INC.
JULIANA VILLAGE 2C CONDOMINIUM ASSOCIATION, INC.
AND
JULIANA VILLAGE 2D CONDOMINIUM ASSOCIATION, INC.

March 11, 2003

Merger between Juliana Village 2A Condominium Association, Inc., Juliana Village 2B Condominium Association, Inc., and Juliana Village 2C Condominium Association, Inc., all of which shall each be known as the "Merging Corp." and Juliana Village 2D Condominium Association, Inc., which shall be known as the "Surviving Corp." (collectively the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger ("Plan") in accordance with Section 617.1101 et seq. of the Florida Not-for-Profit Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date, with the following changes, shall be the Articles of Incorporation of the Surviving Corp. until further amended as provided by law. The changes to Surviving Corp.'s Articles of Incorporation, which shall take effect on the Effective Date are as follows:

SEE EXHIBIT "A" ATTACHED

2. Effect of Merger. On the Effective Date, the separate existence of Merging Corp. shall cease, and shall be fully vested in Surviving Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Section 617.1106 of the Act.

3. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Merging Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

4. Filing with the Florida Secretary of State and Effective Date. Upon receiving the requisite approvals from the membership and Boards of Directors of Surviving Corp. and Merging Corp. for this Plan of Merger, Merging Corp. and Surviving Corp. shall cause their respective President (or Vice President) to execute Articles of Merger and this Plan of Merger shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with Section 617.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of

the Articles of Merger.

5. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of all Constituent Corporations, notwithstanding favorable action by the members of the respective Constituent Corporations.

AMENDMENTS TO
ARTICLES OF INCORPORATION
FOR
JULIANA VILLAGE 2D CONDOMINIUM ASSOCIATION, INC.
hereafter to be known
as
JULIANA VILLAGE CONDOMINIUM ASSOCIATION, INC.

Words ~~stricken~~ are deletions;
Words underlined are additions.

ARTICLE I- NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter call the "Association", shall be Juliana Village ~~2D~~ Condominium Association, Inc. Its principal place of business shall be at R&P Property Management, 265 Airport Road South, Naples, Florida 34104 ~~28341 S. Tamiami Trail, Suite 4, Bonita Springs, Florida. Its registered office shall be Suite 2100, One Tampa City Center, Post office Box 3433, Tampa, Florida 33601.~~ The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II – PURPOSE AND POWERS

Section 1. The purpose of this Association is organized is to act as the governing "Association" with the meaning of the Condominium Act (Chapter 718, Florida Statutes) for Juliana Village 2A, a Condominium, Juliana Village 2B, a Condominium, Juliana Village 2C, a Condominium, and Juliana Village 2D, a Condominium (the "Condominium"), located in Collier County, Florida. Note: Unless otherwise noted the use of the singular term Condominium is deemed to be plural and include all of the Condominiums.

Section 2.

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominiums and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit owners shall be held in trust by the Association and, except for expenses of the Association common to all Condominiums, used solely and exclusively for the particular Condominium from which the assessments were collected to pay: (1) the cost of repair of the particular Condominium's property and other costs related thereto, and (2) the particular Condominium's share of the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declarations of Condominium (all thereof, in the event that the Association undertakes no other activities), and (3) to pay all other common expenses as described in Declarations of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by

EXHIBIT "A" TO PLAN OF MGT

the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members of the terminated Condominium only or for maintenance reserves of the terminated Condominium only, at the discretion of the Board of Directors. Further, it is intended that after the completion of a contemplated merger this Association shall operate as a multi-condominium Association as provided in Chapter 718, Florida Statutes.

(Note: Sections (b) through (s) are unchanged.)

(t) All powers of the Association conferred by the Declarations of Condominium and Bylaws are incorporated into these Articles by reference.

ARTICLE VII – BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of five (5) persons except as hereinafter provided ~~not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board~~. Notwithstanding anything to the contrary contained herein or elsewhere, following the merger of Juliana Village 2A Condominium Association, Inc., Juliana Village 2B Condominium Association, Inc., and Juliana Village 2C Condominium Association, Inc., (hereinafter "merged corporations"), into and with Juliana Village 2D Condominium Association, Inc., (hereinafter "surviving corporation"), the Directors of the merged corporations shall automatically become Directors of the surviving corporation and the Board of Directors of the surviving corporation shall be increased to twelve (12) persons until the first annual members' meeting of the surviving corporation following the merger. At the first annual members' meeting of the surviving corporation following the merger all of the twelve (12) Directors' terms shall expire and a new Board consisting of five (5) persons shall be elected at large by the members of the Association.

ARTICLE X – AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. ~~A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.~~ All amendments must be approved by at least a majority (50%+1) of the total voting interests in the Association.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property or upon property held by the Association in accordance with the provisions of the Declarations of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declarations of Condominium, or which in any way would eliminate, modify, prejudice, abridge or

otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, Bylaws or the Declarations.

ARTICLE XI – VOTING

Section 1. Each Condominium Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by one of the such joint owners by agreement of the remainder of the joint owners and in accordance with terms of the Declaration of Condominium; however, no spit voting shall be permitted. Notwithstanding anything to the contrary, when the Board determines in its sole discretion that a vote of only the owners in one particular Condominium is required the quorum requirement for the meeting at which the vote is conducted shall be a majority of the voting interests in that Condominium. At such meetings a majority vote of the number of voting interests of Unit Owners in that Condominium, present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present, in person or by proxy, except for such decisions as may by F.S. 718 or the governing documents require a larger percentage in which case the percentage required in F.S. 718 or the governing documents shall govern.

ARTICLE XVI

Section 1. CORPORATE MERGER. It is contemplated that Juliana Village 2A Condominium Association, Inc., Juliana Village 2B Condominium Association, Inc. and Juliana Village 2C Condominium Association, Inc., will merge with and into Juliana Village 2D Condominium Association, Inc., which shall be deemed the Surviving Corporation and which shall thereafter be known as Juliana Village Condominium Association, Inc. In the event that the corporate merger is not approved, or the owners in one or more of the Condominiums in the effected Condominiums do not approve the requisite amendments to their Condominium Documents, then the amendments to these Articles shall be void only as to those Condominiums which have not given the requisite approvals. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of any of the Condominiums, all references to the "Association" shall mean the surviving corporation and all references to the Articles of Incorporation and Bylaws shall mean the Articles of Incorporation and Bylaws of the surviving corporation. The Board of Directors shall have the authority to adopt amendments to the Condominium Documents of the Condominiums to effectuate the corporate merger in the event that any necessary amendments are inadvertently omitted from those amendments voted on by the membership.