

**N030000001866**

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(Requestor's Name)

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(Address)

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(City/State/Zip/Phone #)

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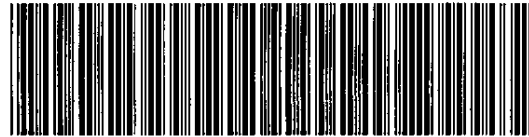
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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**900184535809**

**9-1-10**

*Merger*

08/24/10--01026--025 \*\*245.00

**FILED**  
**2010 AUG 24 AM 8:14**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

*APR 8 26/10*



ADMINISTRATIVE OFFICE  
3111 STIRLING ROAD  
FORT LAUDERDALE, FL 33312  
954-987-7550

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Fort Myers, Florida 33966  
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999 Vanderbilt Beach Road, Suite 501  
Naples, Florida 34108  
Phone: (239) 552-3200 Fax: (239) 514-2146

August 23, 2010

Reply To:  
Fort Myers  
jadams@becker-poliakoff.com

**VIA FEDERAL EXPRESS # 7938 4425 5889**

Division of Corporation  
Attn: Amendment Section  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**Re: Articles of Merger/Plan of Merger; Heritage Pointe Master Association, Inc.; Terrace I at Heritage Pointe Association, Inc.; Terrace II at Heritage Pointe Association, Inc.; Terrace III at Heritage Pointe Association, Inc.; Terrace IV at Heritage Pointe Association, Inc.; Terrace V at Heritage Pointe Association, Inc. and Terrace VI at Heritage Pointe Association, Inc.**

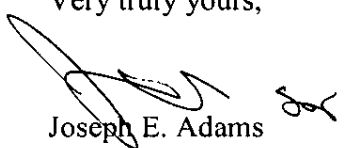
To whom it may concern:

Enclosed herewith please find Articles of Merger, Plan of Merger and Articles of Incorporation for the above-referenced Associations. Also enclosed is check number 4428 in the amount of \$245.00, which represents the filing fee for same.

Please return a copy of the stamped, filed documents to my attention. An extra copy of the documents is enclosed herewith for your use.

Should you have any questions, please feel free to contact me.

Very truly yours,

  
Joseph E. Adams  
For the Firm

Enclosures (as stated)

JEA/sdc  
ACTIVE: 3071677\_1

EFFECTIVE DATE  
9-1-10

FILED

## ARTICLES OF MERGER

**HERITAGE POINTE MASTER ASSOCIATION, INC.**  
**TERRACE I AT HERITAGE POINTE ASSOCIATION, INC.**  
**TERRACE II AT HERITAGE POINTE ASSOCIATION, INC.**  
**TERRACE III AT HERITAGE POINTE ASSOCIATION, INC.**  
**TERRACE IV AT HERITAGE POINTE ASSOCIATION, INC.**  
**TERRACE V AT HERITAGE POINTE ASSOCIATION, INC.**  
**TERRACE VI AT HERITAGE POINTE ASSOCIATION, INC.**

2010 AUG 24 AM 8:14

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 617.051 to 617.1103, Florida Statutes (2010), the undersigned corporations affirm and adopt the following:

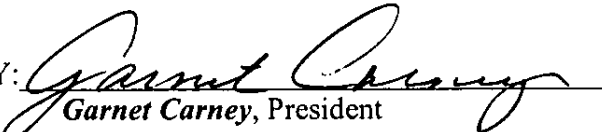
1. The Plan of Merger of Heritage Pointe Master Association, Inc.; Terrace I at Heritage Pointe Association, Inc.; Terrace II at Heritage Pointe Association, Inc.; Terrace III at Heritage Pointe Association, Inc.; Terrace IV at Heritage Pointe Association, Inc.; Terrace V at Heritage Pointe Association, Inc.; and Terrace VI at Heritage Pointe Association, Inc., all Florida corporations not-for-profit, has been duly approved, as follows:
  - (a) By unanimous approval of the Board of Directors of Heritage Pointe Master Association, Inc. at a meeting held April 22, 2010, and by the membership of that Association at a membership meeting held June 15, 2010.
  - (b) By unanimous approval of the Board of Directors of Terrace I at Heritage Pointe Association, Inc. at a meeting held April 28, 2010, and by the membership of that Association at a membership meeting held June 15, 2010.
  - (c) By unanimous approval of the Board of Directors of Terrace II at Heritage Pointe Association, Inc. at a meeting held April 28, 2010, and by the membership of that Association at a membership meeting held June 15, 2010.
  - (d) By a vote of 2 Board members in favor and 1 Board member opposed of the Board of Directors of Terrace III at Heritage Pointe Association, Inc. at a meeting held April 15, 2010, and by the membership of that Association at a membership meeting held June 15, 2010.
  - (e) By unanimous approval of the Board of Directors of Terrace IV at Heritage Pointe Association, Inc. at a meeting held April 14, 2010, and by the membership of that Association at a membership meeting held June 15, 2010.
  - (f) By unanimous approval of the Board of Directors of Terrace V at Heritage Pointe Association, Inc. at a meeting held April 28, 2010, and by the membership of that Association at a membership meeting held June 15, 2010.

- (g) By unanimous approval of the Board of Directors of Terrace VI at Heritage Pointe Association, Inc. at a meeting held April 15, 2010, and by the membership of that Association at a membership meeting held June 15, 2010.
2. The surviving corporation shall be Heritage Pointe Master Association, Inc., a Florida corporation not-for-profit.
  3. The merging corporations shall be Terrace I at Heritage Pointe Association, Inc.; Terrace II at Heritage Pointe Association, Inc.; Terrace III at Heritage Pointe Association, Inc.; Terrace IV at Heritage Pointe Association, Inc.; Terrace V at Heritage Pointe Association, Inc.; and Terrace VI at Heritage Pointe Association, Inc. all Florida not for profit corporations.
  4. As to Heritage Pointe Master Association, Inc. (surviving corporation), the Plan of Merger was adopted by a vote of 257 members in favor and 9 members opposed at a meeting of the surviving corporation held on June 15, 2010.
  5. As to Terrace I at Heritage Pointe Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 43 members in favor and 1 member opposed at a meeting of the merging corporation held on June 15, 2010.
  6. As to Terrace II at Heritage Pointe Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 43 members in favor and 1 member opposed at a meeting of the merging corporation held on June 15, 2010.
  7. As to Terrace III at Heritage Pointe Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 42 members in favor and 5 members opposed at a meeting of the merging corporation held on June 15, 2010.
  8. As to Terrace IV at Heritage Pointe Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 50 members in favor and 1 member opposed at a meeting of the merging corporation held on June 15, 2010.
  9. As to Terrace V at Heritage Pointe Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 51 members in favor and 1 member opposed at a meeting of the merging corporation held on June 15, 2010.
  10. As to Terrace VI at Heritage Pointe Association, Inc. (merging corporation), the Plan of Merger was adopted by a vote of 28 members in favor and 0 members opposed at a meeting of the merging corporation held on June 15, 2010.
  11. The Plan of Merger adopted by the corporations is attached herewith to these Articles of Merger.
  12. The Articles of Incorporation of the surviving corporation are the Articles of Incorporation attached hereto, are and shall be the Articles of Incorporation of the surviving corporation.

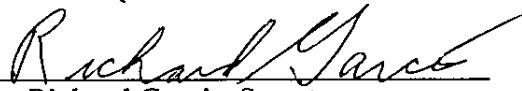
13. The merger shall become effective on September 1, 2010, or on the date of the Articles of Merger are filed with the Florida Department of State, whichever occurs later, as provided in the Plan of Merger.

\*\*\*\*\*

HERITAGE POINTE MASTER ASSOCIATION,  
INC.

BY:   
Garnet Carney, President

Date: 7/12/10

ATTEST:   
Richard Garcia, Secretary

Date: 7/29/10

(CORPORATE SEAL)

TERRACE I AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: David Prewitt  
David Prewitt, President

Date: 7-13-2010

ATTEST: Leonard Molik  
Leonard Molik, Secretary

Date: 7-19-2010

(CORPORATE SEAL)

Page 4 of 9

LAW OFFICES  
BECKER & POLIAKOFF, P.A.  
SIX MILB CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966  
TELEPHONE (239) 433-7707

TERRACE II AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: *Richard Garcia*  
*Richard Garcia*, President

Date: 7-12-10

ATTEST: *Robert A. Arruda*  
*Robert Arruda*, Secretary

Date: 7-15-10

(CORPORATE SEAL)

TERRACE III AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: Clayton Snyder  
Clayton Snyder, President

Date: 8/13/10

ATTEST: Garnet Carney  
Garnet Carney, Assistant Secretary

Date: 8/13/10

(CORPORATE SEAL)



TERRACE IV AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: Mary Jo Card  
Mary Jo Card, President

Date: 08-06-10

ATTEST: James Freeman  
James Freeman, Secretary

Date: 8/10/10

(CORPORATE SEAL)

John M. N.  
EX 7-24-2011  
8/6/2010

Notary for James Freeman

Krista D. Baileys  
8-10-10



LISA D. BAILEY  
Notary Public, State of Ohio  
My Commission Expires 12-23-2011

TERRACE V AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: \_\_\_\_\_

  
~~Donald Ambrose, President~~

Date: \_\_\_\_\_

7/22/10

ATTEST: \_\_\_\_\_

  
Gerald Peterson, Secretary

Date: \_\_\_\_\_

7/26/10

(CORPORATE SEAL)

TERRACE VI AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: *Skip Hyde*  
Skip Hyde, President

Date: 8/6/10

ATTEST: *Barbara McLean*  
Barbara McLean, Secretary

Date: 8.18.10

(CORPORATE SEAL)

ACTIVE: 3008991\_1

## **AGREEMENT AND PLAN OF MERGER**

***HERITAGE POINTE MASTER ASSOCIATION, INC.  
TERRACE I AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC.  
TERRACE II AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC.  
TERRACE III AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC.  
TERRACE IV AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC.  
TERRACE V AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC.  
TERRACE VI AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC.***

Agreement and Plan of Merger effective the latest date signed below, by and among TERRACE I AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation; TERRACE II AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation; TERRACE III AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation; TERRACE IV AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation; TERRACE V AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation; and TERRACE VI AT HERITAGE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation; (herein referred to as "Non-Surviving Corporations"), and HERITAGE POINTE MASTER ASSOCIATION INC., a Florida Not for Profit Corporation (herein referred to as "Surviving Corporation") said corporations being herein sometimes referred to as the "Constituent Corporations".

The Non-Surviving Corporations are duly organized and existing under the laws of the State of Florida, having been incorporated thereunder on February 5, 2003; May 8, 2003; January 1, 2004; February 2, 2004; March 1, 2004; and March 15, 2004; respectively. The Surviving Corporation is a corporation organized and existing under the laws of the State of Florida, having been incorporated thereunder on March 3, 2003. All corporations were organized under their present names and such names have never been changed.

No corporation is authorized to issue shares. The Non-Surviving Corporations currently have 64 members, 64 members, 72 members, 72 members, 72 members and 40 members respectively. The Surviving Corporation currently has 384 members.

The principal office of the Non-Surviving Corporations is c/o S&S Golf Management, Inc., d/b/a Vision Golf Management, 11691 Gateway Boulevard, Suite 203, Fort Myers, Florida 33913 (for Terrace I at Heritage Pointe Association, Inc., Terrace II at Heritage Pointe Association, Inc. and Terrace V at Heritage Pointe Association, Inc.); c/o Tropical Isles Management, 12734 Kenwood Lane, Suite 49, Fort Myers, FL 33907 (for Terrace III at Heritage Pointe Association, Inc. and Terrace VI at Heritage Pointe Association, Inc.); and c/o BCH Group Management, Inc., 1840 Boy Scout Drive, Suite B, Fort Myers, FL 33907 (for Terrace IV at Heritage Pointe Association, Inc.). The registered office of the Surviving Corporation is also located at 11691 Gateway Boulevard, Suite 203, Fort Myers, Florida 33913, and S&S Golf Management, Inc., d/b/a Vision Golf Management, is the registered agent thereof upon whom process against the Florida Corporation may be served.

The Boards of Directors of the Non-Surviving Corporations and the Board of Directors of the Surviving Corporation deem it to be to the benefit and advantage of each of said corporations and their respective members that said corporations merge under and pursuant to the provisions of Section 617.1105 of the Florida Statutes, and the Board of Directors of each of the Constituent Corporations, by resolution duly adopted, have approved this Agreement and Plan of Merger (sometimes herein called the "Agreement"), and the Directors of each has duly authorized the execution of the same, and each of said Board of Directors has directed that the Agreement be submitted to a vote of the respective members of the Non-Surviving and Surviving Corporations entitled to vote thereon (namely all of the members of each) for the purpose, among others, of considering approval of the Agreement.

In consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that in accordance with Section 617.1105 of the Florida Statutes, the Non-Surviving Corporations shall be merged with and into the Surviving Corporation and that the terms and conditions of such merger and the mode of carrying it into effect are, and shall be, as herein set forth.

## **ARTICLE I**

Except as herein specifically set forth, the corporate existence of the Surviving Corporation, with all its purposes, powers and objects shall continue in effect and unimpaired by the merger, and the corporate identity and existence, with all the purposes, powers and objects of the Non-Surviving Corporations shall be merged into the Surviving Corporation and the Surviving Corporation, as the corporation surviving the merger, shall be fully vested therewith. The separate existence and corporate organization of the Non-Surviving Corporations shall cease as soon as the merger shall become effective as herein provided and thereupon the Non-Surviving Corporations and the Surviving Corporation shall be a single corporation, to wit, the Surviving Corporation. This Agreement shall continue in effect and the merger shall become effective only if the Agreement is adopted by the members of the Constituent Corporations as provided in Article VIII hereof. Upon such adoption, that fact shall be certified upon the Agreement of the Secretary or Assistant Secretary of each of the Constituent Corporations. Thereupon, complying with the requirements of Section 617.1103 of the Florida Statutes, the Agreement shall be filed in the office of the Secretary of State of Florida and a copy of this Agreement, certified by the Secretary of State of Florida, shall be recorded in the office of the Clerk of Courts of Lee County in the State of Florida.

Effective on the date of the first Annual Meeting following the merger of the individual Terrace at Heritage Pointe Condominium Associations (Non-Surviving Corporations) into Heritage Pointe Master Association, Inc. (Surviving Corporation), there shall be seven (7) directors, serving two-year staggered terms, with each of the six (6) Condominium Sections entitled to one (1) representative on the Board of Directors, and one Director elected at-large. Elections shall be bifurcated so that each Condominium Section shall elect one (1) representative to the Board from the list of eligible candidates from that Condominium Section who are vying for said position, and only the votes from that particular Condominium Section shall be counted in electing their representative to the Board. The candidate from each Condominium Section with the most votes will serve on the Board. The at-large director will be elected from the list of eligible candidates who are vying for the at-large position, and all members of the Association

### **Agreement and Plan of Merger**

(Surviving Corporation) shall be eligible to vote for the at-large director. Notwithstanding anything herein stated to the contrary, in the case a vacancy shall occur, the vacancy shall be filled by the remaining members on the Board who shall appoint an individual member from the same Condominium Section where the vacancy occurred, unless the vacancy is the "at-large" position, in which case, the Board may appoint someone from any of the six Condominium Sections.

The two-year staggered terms will be implemented as follows: at the 2011 Annual Meeting, seven (7) Directors will be elected. The at-large Director and the Directors from Terrace III, Terrace IV and Terrace V will be elected to two-year terms and the Directors for Terrace I, Terrace II and Terrace VI will be elected to one year terms. Thereafter, all Directors shall be elected for two-year terms.

The merger shall become effective when the necessary filing shall have been accomplished in Florida, or September 1, 2010, at 12:01 A.M., whichever occurs later. The date when the merger becomes effective is sometimes herein referred to as the "Effective Date of the Merger".

## **ARTICLE II**

Upon the Effective Date of the Merger, the Articles of Incorporation of Heritage Pointe Master Association, Inc. shall be the Articles of Incorporation of the Surviving Corporation. Said Articles of Incorporation are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full. No amendments to the Articles of Incorporation are necessary to effectuate this Agreement.

## **ARTICLE III**

Upon the Effective Date of the Merger, the By-Laws of Heritage Pointe Master Association, Inc., as hereinafter amended shall be the By-Laws of the Surviving Corporation until the same shall be thereafter altered, amended or repealed in accordance with the law, the Articles of Incorporation and said By-Laws. The Proposed Amended and Restated Bylaws to be adopted in connection with the merger are attached hereto.

## **ARTICLE IV**

Upon the Effective Date of the Merger, the Surviving Corporation shall continue in existence and without further transfer succeed to and possess all the rights, privileges and purposes of each of the Constituent Corporations and all of the property, real and personal, including causes of action, duties, rights and remedies under the respective Declarations of Condominium, and every other asset of each of the Constituent Corporations (including, but not limited to, the right to collect assessments due to the Constituent Corporations pursuant to the budgets adopted by the Constituent Corporations) shall vest in the Surviving Corporation without further act or deed, and the Surviving Corporation shall be liable for all the liabilities, obligations, and penalties of each of the Constituent Corporations. It is acknowledged that the Surviving Corporation shall operate as a multi-condominium association, which requires that the assets of the Non-Surviving Corporations be separately accounted for after the merger. Funds of

## **Agreement and Plan of Merger**

the Non-Surviving Corporations which shall become titled in the Surviving Corporation as a result of the merger shall be used only for the benefit of the Condominium for which said funds had accrued. By way of example, but not limitation, all reserve funds of the Non-Surviving Corporations shall be maintained solely for the benefit of the Condominium for which the reserves had been collected prior to the merger. Operating Funds shall likewise be accounted for through separate fund accounting principles applicable to multi-condominiums, as pertains to payment of Common Expenses of the Condominium. No liability or obligation due or to become due, claim or demand for any cause existing in favor or against any Constituent Corporation, or any member, officer, director or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against any Constituent Corporation, or any member, officer, director or employee thereof shall abate or be discontinued by such merger but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in any action or proceeding in place of any Constituent Corporation. Notwithstanding the foregoing, should any claim brought after the merger relate back to or have arisen prior to the merger, the claim or any expense incurred in defending such claim shall be assessed only against the Units which were under the pre-merger Association which incurred the loss, claim or liability and any provisions of the Declarations of Condominium applicable to claims of said Condominium shall apply to the Unit Owners of that Condominium.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to best perfect or confirm of record in the Surviving Corporation the title of any property or rights of the Constituent Corporations or otherwise to carry out the provisions thereof, the proper officers and directors of the Constituent Corporations, as of the Effective Date of the Merger, shall execute and deliver any and all proper deeds, assignments and assurances in law and do all things necessary or proper to best perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the provisions thereof.

## **ARTICLE V**

Upon the Effective Date of the Merger, each membership in the Non-Surviving Corporations, shall be and become converted into a membership in the Surviving Corporation. Each member of the Non-Surviving Corporations shall be entitled to precisely the same rights he would enjoy if he held membership in the Surviving Corporation. Pursuant to Section 617.1101(2)(d), Florida Statutes (2010), memberships of each of the Non-Surviving Corporations shall be converted to memberships in the Surviving Corporation, in light of the fact that each member of the Non-Surviving Corporations is also already a member of the Surviving Corporation. No other conversion of obligations or securities will occur as a result of the merger. The funds of the Non-Surviving Corporations shall be held by the Surviving Corporation and accounted for pursuant to the requirements for the operation of a multi-condominium association which does not operate the Condominiums on a consolidated financial basis. Provisions regarding the allocation of Common Expenses of the Condominiums and Common Expenses of the Association are set for in the respective Declarations of Condominium and Bylaws of the Surviving Corporation.

## **ARTICLE VI**

The President of the Surviving Corporation at the Effective Date and the Presidents of the Non-Surviving Corporations at the Effective Date shall serve as Directors of the Surviving Corporation, until their successors shall have been elected and shall qualify, or as otherwise provided in the By-Laws of the Surviving Corporation. All other Directors of the Surviving Corporation shall submit a resignation effective on the Effective Date, so that the Board of the Surviving Corporation shall constitute the President of the Surviving Corporation and the Presidents of each of the six (6) Non-Surviving Corporations. The Directors of the Surviving Corporation shall elect the Officers of the Surviving Corporation, and the Officers shall serve until their successors shall have been elected and shall qualify, or as otherwise provided in the By-Laws of the Surviving Corporation. If, on or after the Effective Date of the Merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation, or in any of the offices, such vacancy may be filled in the manner provided in the By-Laws of the Surviving Corporation.

## **ARTICLE VII**

All corporate acts, plans, policies, approvals, and authorizations of the Non-Surviving Corporation, its members, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents which were valid and effective immediately prior to the Effective Date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on the Non-Surviving Corporations. Such merger shall not in itself effect any other change in such plans or rights. The employees of the Non-Surviving Corporations shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of the Non-Surviving Corporations.

## **ARTICLE VIII**

This Agreement and Plan of Merger shall be submitted to the members of each of the Constituent Corporations as provided by the applicable laws of the State of Florida. There shall be required for the adoption of this Agreement by (i) the Non-Surviving Corporations - the affirmative vote of the holders of at least two-thirds of the membership present and voting at a duly noticed meeting of the Association provided that such approval constitutes approval by a majority of the membership of the corporations and by (ii) the Surviving Corporation - the affirmative vote of the holders of at least two-thirds of the membership present and voting at a duly noticed meeting of the Association provided that such approval constitutes approval by a majority of the membership of the corporation. In addition, consummation of the merger shall be subject to obtaining any consents or approvals determined by the respective Boards of Directors of the Constituent Corporations to be necessary to effect such merger.

## **ARTICLE IX**

The Surviving Corporation hereby agrees that it may be served with process in any proceedings for enforcement of any obligation of the Non-Surviving Corporations as well as for the enforcement of any obligation resulting from the merger.

### **Agreement and Plan of Merger**



## **ARTICLE X**

This Agreement and the merger may be terminated and abandoned by resolutions of the Board of Directors of the Non-Surviving Corporations and the Surviving Corporation prior to the merger becoming effective. In the event of the termination and the abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Article X, this Agreement shall become void and of no further effect without any liability on the part of either of the Constituent Corporations or its stockholders or the directors or officers in respect thereof.

## **ARTICLE XI**

This Agreement and Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

**IN WITNESS WHEREOF**, each party of this Agreement and Plan of Merger pursuant to authority duly given by its respective Board of Directors has caused these presents to be executed on its behalf by its President and attested to by its Secretary as of the day and year first hereinabove written.

HERITAGE POINTE MASTER ASSOCIATION,  
INC.

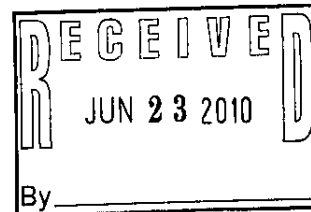
BY: *Garnet Carney*  
Garnet Carney, President

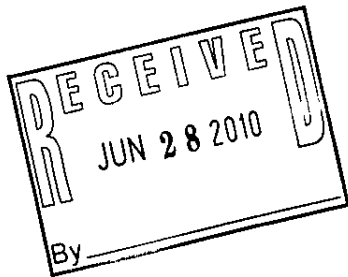
Date: 6/21/10

ATTEST: *Richard Garcia*  
Richard Garcia, Secretary

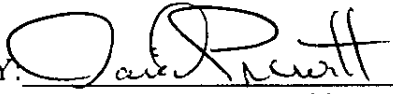
Date: 6-15-2010

(CORPORATE SEAL)





TERRACE I AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY:   
**David Prewitt, President**

Date: 6-15-10

ATTEST:   
**Leonard Molik, Secretary**

Date: 6-21-2010

(CORPORATE SEAL)

TERRACE II AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: Richard Garcia  
Richard Garcia, President

Date: 6-15-2010

ATTEST: Robert A. Arruda  
Robert Arruda, Secretary

Date: 6-15-10

(CORPORATE SEAL)

TERRACE III AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: \_\_\_\_\_

*Clayton Snyder*, President

Date: \_\_\_\_\_

*6/25/10*

ATTEST: \_\_\_\_\_

*Garnet Carney*, Assistant Secretary

Date: \_\_\_\_\_

*6/21/10*

(CORPORATE SEAL)

TERRACE IV AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: Mary Jo M. Cord  
Mary Jo Cord, President

Date: 6/21/10

ATTEST: James Freeman  
James Freeman, Secretary

Date: June 15, 2010

(CORPORATE SEAL)

TERRACE V AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: \_\_\_\_\_

*Donald Ambrose*, President

Date: \_\_\_\_\_

7/5/10

ATTEST: \_\_\_\_\_

*Gerald Peterson*, Secretary

Date: \_\_\_\_\_

7/5/2010

(CORPORATE SEAL)

TERRACE VI AT HERITAGE POINTE  
CONDOMINIUM ASSOCIATION, INC.

BY: *Skip Hyde*  
*Skip Hyde*, President

Date: 7/24/10

ATTEST: *Barbara McLean*  
*Barbara McLean*, Secretary

Date: 08/13/10

(CORPORATE SEAL)

ACTIVE: 2177211\_5



**ARTICLES OF INCORPORATION**  
**OF**  
**HERITAGE POINTE**  
**MASTER ASSOCIATION, INC.**

FILED  
03 MAR -3 AM 11:46  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Christopher J. Shields, Esq., 1833 Hendry Street, Ft. Myers, Florida 33901, as sole incorporator, for the purpose set forth below.

**ARTICLE I**

The name of this corporation is HERITAGE POINTE MASTER ASSOCIATION, INC., a not for profit corporation (the "Master Association").

**ARTICLE II**

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapters 617 and 720 of the Florida Statutes. The Master Association is organized for the purpose of providing an entity for the operation of a residential planned development, located in Lee County, Florida.

The Master Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, Director or officer of the Master Association. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a Master Association not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions or the By-Laws of this Master Association, and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration as it may hereafter be amended including, but not limited to, the following:

(A) To levy and collect assessments against all Members of the Master Association to defray the costs, expenses and losses of the Master Association, and to use the proceeds of assessments in the exercise of its power and duties.

(B) To own, lease, maintain, repair, replace or operate the Common Areas

(C) To purchase insurance upon the Common Areas for the protection of the Master Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the Common Areas.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Master Association.

(F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the By-Laws of the Master Association.

(G) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Master Association.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Properties.

(I) To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Community, if they are intended to provide enjoyment, recreation or other use or benefit to the members.

(J) To borrow or raise money for any purposes of the Master Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Corporation.

(K) To be responsible in perpetuity for maintenance of the conservation areas, i.e., all preserved, restored, or created wetlands areas and uplands buffer zones; and to take action against owners, if necessary, to enforce the conditions of the conservation easements and permit issued by the South Florida Water Management District for the Community.

(L) To be the responsible entity to operate and maintain the Surface Water Management System as permitted by the South Florida Water Management District, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

Except as provided herein and in the Master Declaration, all funds and title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

### **ARTICLE III**

The Master Association shall have perpetual existence.

### **ARTICLE IV**


The qualifications required for membership, and the manner in which members shall be admitted to membership, shall be as stated in the Declaration and/or the By-Laws of the Master Association. Each and every owner of a lot or living unit in this subdivision shall be a member of this Association.

### **ARTICLE V**

The street address of the initial principal office of this Master Association is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33912. The name of the initial registered agent of this Master Association is Christopher J. Shields, and the address of the initial registered office is 1833 Hendry Street, Fort Myers, Florida 33901.

Having been named to accept service of process for Heritage Pointe Master Association, Inc., I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

ACCEPTED By: \_\_\_\_\_

  
Christopher J. Shields

### **ARTICLE VI**

The number of Directors shall initially consist of three (3) but may be increased pursuant to the By-Laws, and in no event shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the By-Laws of the Master Association.

### **ARTICLE VII**

The name and mailing address of the Directors, President, Vice President and Secretary/Treasurer, who, subject to the By-Laws of the Master Association shall hold office for the first year of existence of this Master Association or until his or her successor is elected and has qualified, are:

NAME

ADDRESS

Andy Sorenson, President/Director

10481 Six Mile Cypress Parkway  
Fort Myers, Florida 33912

Darin McMurray, Vice President/Director

10481 Six Mile Cypress Parkway  
Fort Myers, Florida 33912

Alan Burns, Secretary/Treasurer/Director

10481 Six Mile Cypress Parkway  
Fort Myers, Florida 33912

ARTICLE VIII

The Master Association is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Master Association, which acts are not inconsistent with the powers provided for in Chapter 617, Florida Statutes.

ARTICLE IX

The name and address of the subscriber of these Articles of Incorporation is:

Christopher J. Shields  
1833 Hendry Street  
Fort Myers, Florida 33901

ARTICLE X

By-Laws of the Master Association may be adopted, made, altered or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provision of these Articles.

ARTICLE XI

Amendment to the Articles of Incorporation may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a majority is present and, if obtaining a two-thirds (2/3) vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the By-Laws, shall be submitted to a vote of the membership. If approved by a two-thirds (2/3) affirmative vote of the membership at a meeting of the members properly called and noticed as provided in the By-Laws, such Amendment shall be forwarded to the Secretary of State of the State of Florida and filed and shall become effective upon issuance, by said officer, of a certificate reflecting same.

## **ARTICLE XII**

The Master Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Master Association, association, trust or other organization to be devoted to such similar purposes.

## **ARTICLE XIII**

To the fullest extent permitted by Florida law, the Master Association shall indemnify and hold harmless every Director and every officer of the Corporation against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Master Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interest of the Master Association, in a proceeding by or in the right of the Master Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongfully conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Master Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Master Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

WHEREFORE the incorporator has caused these presents to be executed this 25 day of FEBRUARY, 2003.

By: \_\_\_\_\_

Christopher J. Shields

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25 day of FEBRUARY, 2003, by Christopher J. Shields. He is personally known to me or did produce \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

JULIA K. GUERNSEY  
Print name

Notarial Seal

OFFICIAL NOTARY SEAL  
JULIA K GUERNSEY  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. DD052349  
MY COMMISSION EXP. SEPT 10, 2005

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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