

N05 000003723

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

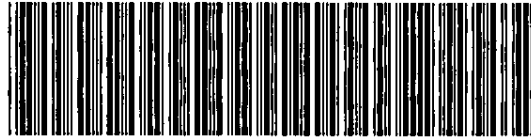
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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1-12-2017

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: The Magnolias of Ocala Homeowners' 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:

Martha Ledford
(Contact Person)

Leland Management, Inc.
(Firm/Company)

6972 Lake Gloria Boulevard
(Address)

Orlando, FL 32809
(City/State and Zip Code)

For further information concerning this matter, please call:

Martha Ledford At (352) 620-0101
(Name of Contact Person) (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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 7, 2016

MARTHA LEDFORD
6972 LAKE GLORIA BLVD.
ORLANDO, FL 32809

SUBJECT: THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION,
INC.
Ref. Number: N05000003723

We have received your document for THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The above listed entity was administratively dissolved or its certificate of authority was revoked for failure to file the 2006 annual report. The entity must be reinstated before this document can be filed.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 716A00000402

(Not for Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Document Number
(If known/ applicable)

N05000003723

Document Number
(If known/ applicable)

N05000003739

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).

(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 December 16, 2015.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
1313 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 December 16, 2015. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 1313 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

The Magnolias of Ocala Homeowners'

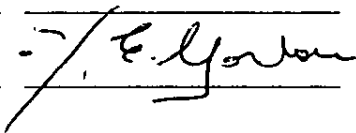
Association, Inc.



John E. Fabian, Jr., President and Director

Magnolias at Ocala Homeowners

Association, Inc.



Yvonne Gordon, President & Director

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 Magnolias of Ocala Homeowners' Association, Inc.

Florida

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Magnolias at Ocala Homeowners Association, Inc.

Florida

The terms and conditions of the merger are as follows:

See Attached.

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

N/A

Other provisions relating to the merger are as follows:

See Attached.

PLAN OF MERGER
(to the Articles of Merger)

The terms and conditions of the merger are as follows:

The respective Boards of Directors of Magnolias at Ocala Homeowners Association, Inc. ("Merging Corp") and The Magnolias of Ocala Homeowners' Association, Inc. ("Surviving Corp") have each determined that it is in the best interest of their respective corporations and members to combine their respective corporations and membership.

As soon as practicable, the parties will consummate the Merger, Merging Corp and Surviving Corp will file articles of merger (the Articles of Merger) with the Division of Corporations of the State of Florida, and make all other filings and recordings required by applicable law in connection with the Merger.

From and after the Effective Date, title to all real estate and other property owned by Merging Corp and Surviving Corp shall be vested in the Surviving Corp and the Surviving Corporation shall have all liabilities of Merging Corp and Surviving Corp.

The current acting board of directors and officers of Merging Corp comprising of: Yvonne Gordon, President; Robert Campbell, Vice President; Lisa Engel, Secretary and Treasurer; Joyce Fabian; Jim Bennett; and Jeff Fabian, shall continue to serve out the rest of their current terms as director and/or officer for Surviving Corp. All directors and officers of Surviving Corp shall cease to serve as of the date of the Merger.

SURVIVING CORP

The Articles of Incorporation of the Surviving Corp in effect at the Effective date shall be the Articles of the Incorporation of the Surviving Corp until amended in accordance with applicable law.

As of the Effective Date, all the active members of Merging Corp and all the active members of Surviving Corp shall become members of the Surviving Corp by virtue of the merger and without any action on the part of the member thereof.

The business of Merging Corp shall be conducted in the ordinary and usual course and, to the extent consistent therewith. Merging Corp shall use its best efforts to maintain its existing relations and goodwill.

MEMBERSHIP APPROVALS

Upon a resolution being adopted by Surviving Corp's board and Merging Corp's board pursuant to Section 617.1103(1)(a), Florida Statutes, both parties agree to submit the merger for approval by their respective members on or before February 10, 2016, with approval to occur by February 28, 2016. If this Merger is approved by the

membership of Merging Corp and Surviving Corp by the votes required in the Articles of Incorporation or Bylaws of the respective party and by the applicable law of the State of Florida, then Articles of Merger shall be executed and filed with the appropriate officials of the State of Florida. Two-thirds (2/3) membership approval is needed for approval of the Merger.

The Merger is for the purpose of correcting any errors and/or defects, if any, arising out of the creation of the homeowners association under the Master Declaration of Covenants and Restrictions ("Master Declaration") recorded in Book 4001, Page 1695-1754, in the Official Records of Marion County, Florida, on or about April 14, 2005. Surviving Corp was initially formed as the homeowners association, but by mistake, another corporation, Merging Corp, with almost an identical name was incorporated thereafter and has acted as the homeowners association since that time. Surviving Corp is the correct homeowners association under the Master Declaration, but Merging Corp has acted as the homeowners association under the Master Declaration and with the consent of the members of the Master Declaration.

IN WITNESS WHEREOF, the parties hereto, have caused this Plan of Merger to be signed by their respective authorized incorporators, directors, and/or officers as of the 15th day of September, 2015.

Magnolias at Ocala Homeowners Association, Inc.:

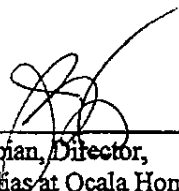
Yvonne Gordon Date: 8/31/15
Yvonne Gordon, Director and President,
Magnolias at Ocala Homeowners Association, Inc.

Robert Campbell Date: 9/15/2015
Robert Campbell, Director and Vice President,
Magnolias at Ocala Homeowners Association, Inc.

Bill Blankenship Date: 9/2/15
Bill Blankenship, Director,
Magnolias at Ocala Homeowners Association, Inc.

Mark Muckenfuss Date: 8-31-15
Mark Muckenfuss, Director,
Magnolias at Ocala Homeowners Association, Inc.

Jim Bennett Date: 9/15/15
Jim Bennett, Director,
Magnolias at Ocala Homeowners Association, Inc.

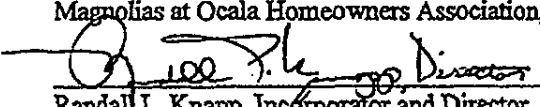


Jeff Fabian, Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: 9/15/15

Douglas Maise, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: _____



Randall L. Knapp, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: 8/18/2015

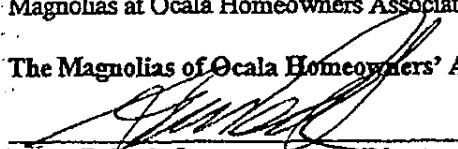
Tony M. Benge, Jr., Incorporator and Director
Magnolias at Ocala Homeowners Association, Inc.

Date: _____

Russell K. Dickson, Jr., Director (2007-2010)
Magnolias at Ocala Homeowners Association, Inc.

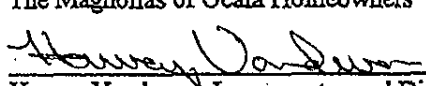
Date: _____

The Magnolias of Ocala Homeowners' Association, Inc.:



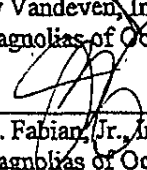
Albert B. Peek, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: 9/15/2015



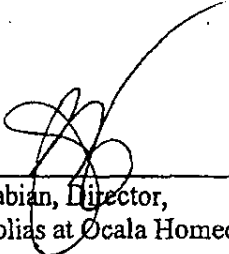
Harvey Vandeven, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: 9/15/15



John E. Fabian, Jr., Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: 9/15/15



Jeff Fabian, Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: 9/15/15

Douglas Maise, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

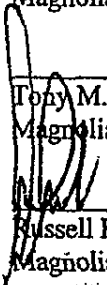
Date: _____

Randall L. Knapp, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: _____

Tony M. Benge, Jr., Incorporator and Director
Magnolias at Ocala Homeowners Association, Inc.

Date: _____



Russell K. Dickson, Jr., Director (2007-2010)
Magnolias at Ocala Homeowners Association, Inc.

Date: 08.08.2015

The Magnolias of Ocala Homeowners' Association, Inc.:

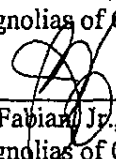
Albert B. Peek, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: _____



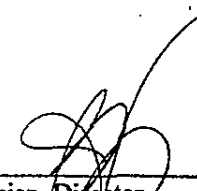
Harvey Vandeven, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: 9/15/15



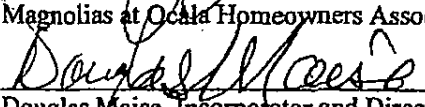
John E. Fabian, Jr., Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: 9/15/15



Jeff Fabian, Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: 9/15/15



Douglas Maise, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: 8/4/15

Randall L. Knapp, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: _____

Tony M. Benge, Jr., Incorporator and Director
Magnolias at Ocala Homeowners Association, Inc.

Date: _____

Russell K. Dickson, Jr., Director (2007-2010)
Magnolias at Ocala Homeowners Association, Inc.

Date: _____

The Magnolias of Ocala Homeowners' Association, Inc.:

Albert B. Peek, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: _____



Harvey Vandeven, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: 9/15/15



John E. Fabian, Jr., Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: 9/15/15

Date: _____
Jeff Fabian, Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: _____
Douglas Maise, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: _____
Randall L. Knapp, Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: 7.16.15
Tony M. Bengt, Jr., Incorporator and Director,
Magnolias at Ocala Homeowners Association, Inc.

Date: _____
Russell K. Dickson, Jr., Director (2007-2010),
Magnolias at Ocala Homeowners Association, Inc.

The Magnolias of Ocala Homeowners' Association, Inc.:

Date: _____
Albert B. Peek, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: _____
Harvey Vandeven, Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

Date: _____
John E. Fabian, Jr., Incorporator and Director,
The Magnolias of Ocala Homeowners' Association, Inc.

AGREEMENT CONCERNING MERGER AND RELEASE

THIS AGREEMENT is entered into effective the date of execution by the last of the parties hereto (the "Effective Date"), by and between:

- The Magnolias of Ocala Homeowners' Association, Inc., a dissolved Florida not for profit corporation ("First Association").
- Magnolias at Ocala Homeowners Association, Inc., a Florida not for profit corporation ("Second Association").
- John E. Fabian, Jr., Harvey Vandeven and Albert B. Peek (individually and collectively, "First Association Incorporators").
- Randall L. Knapp, Douglas Maise, Russell K. Dickson Jr. ("Dickson"), and Tony M. Bengé, Jr. (individually and collectively, "Second Association Incorporators"). Dickson was not an incorporator of Second Association at any time herein, and the titles provided to Dickson herein are not to be construed as to their text and are only inserted solely for and as a matter of convenience.

WHEREAS:

- A. On or about April 7, 2005, First Association Incorporators caused First Association to be incorporated by filing, with the Florida Department of State, articles of incorporation for First Association.
- B. First Association Incorporators also served as the first (and only, as set forth below) Board of Directors of First Association.
- C. On or about April 15, 2005, The Magnolias Master Declaration of Covenants and Restrictions (the "Master Declaration"), was recorded in OR Book 4001, Page 1695, public records of Marion County, Florida.
- D. Pursuant to the Master Declaration, First Association was established as the homeowners' association (the "Community Association") under Chapter 720, Florida Statutes, for the residential community referred to therein and herein as "The Magnolias."
- E. The Master Declaration provided for owners of real property in The Magnolias to be the members ("Members") of the Community Association.
- F. On or about April 12, 2005, Second Association Incorporators (other than Dickson), who were unaware of the incorporation of First Association or the language of the Master Declaration establishing First Association as the Community Association for The Magnolias, caused Second Association to be incorporated by filing, with the Florida Department of State, articles of incorporation for Second Association. Thereafter, Dickson was appointed as a Director by the other Second Association Incorporators and thus is considered as a Second Association Incorporator under this Agreement.
- G. Second Association Incorporators intended for Second Association to be the Community Association for The Magnolias.

- H. Thereafter, First Association Incorporators, Second Association Incorporators, the residents of The Magnolias, the Directors of the First Association, and the Directors of the Second Association, have been operating under the assumption that Second Association was the correct Community Association, and took no action as Members or Directors of the First Association. This confusion existed because of the similarity of names between the First Association and Second Association, and the fact that they were both incorporated at approximately the same time.
- I. On September 15, 2006, First Association was administratively dissolved by the Florida Department of State for failing to file an annual report. The sole reason that the annual report was not filed, and therefore First Association dissolved, was because of the confusion concerning which Association was the Community Association.
- J. First Association Incorporators are not responsible for the confusion concerning Second Association acting as the Community Association, or the dissolution of First Association, because they justifiably assumed that Second Association was operating as the correct Community Association.
- K. Second Association has recently discovered the foregoing matters, including the fact that First Association was established by the Master Declaration as the Community Association but that Second Association has been operating as the Community Association.
- L. Second Association has determined that the best way to resolve the confusion is to cause Second Association to be merged into First Association.
- M. Second Association has alerted First Association Incorporators and Second Association Incorporators to the foregoing matters, and has requested them to cooperate with the proposed merger (the "Merger").
- N. Second Association has caused to be prepared a Plan of Merger and related documents (collectively, the "Merger Documents") that will accomplish the Merger.
- O. Second Association has requested First Association Incorporators and Second Association Incorporators to cooperate in the Merger by executing, in their respective capacities as incorporators or initial Directors of First Association and Second Association, one or more of the Merger Documents.
- P. First Association Incorporators and Second Association Incorporators have agreed to do so pursuant to the terms and conditions hereof, including the releases and indemnifications set forth in paragraph 2 and 3.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Execution of Merger Documents.**

- 1.1. First Association Incorporators and Second Association Incorporators shall execute and deliver to Second Association's counsel all Merger Documents prepared by Second Association, in form and substance acceptable to First

Association Incorporators and Second Association Incorporators in their reasonable discretion.

- 1.2. The execution and delivery of the Merger Documents by First Association Incorporators and Second Association Incorporators is expressly conditioned upon approval of this Agreement by the Members of First Association and of Second Association at each Association's respective meeting at which the Merger shall be considered.

- 1.2.1. Such approval by the Members of each Association shall be scheduled and noticed by such Association prior to its Members voting on the Merger.

- 1.2.2. The Second Association shall hold its meeting on the Merger prior to the First Association's meeting on the Merger.

- 1.2.3. If this Agreement is not approved by the Members of both Associations, all Merger Documents executed by First Association Incorporators and Second Association Incorporators shall be deemed null and void, and shall not be the basis for the Merger (and thus the vote on the Merger may not occur). This shall not preclude First Association or Second Association from seeking to merge at a later date utilizing other documents.

- 1.3. To the extent that any First Association Incorporators or Second Association Incorporators are also Members of First Association or Second Association, they shall vote in favor of the Merger.

2. Release to First Association Incorporators.

- 2.1. First Association and Second Association, on behalf of themselves and, to the extent permitted by applicable law, their Members, hereby release, acquit, and forever discharge First Association Incorporators from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever, known or unknown, now existing or hereafter acquired, which First Association or Second Association, or the Members thereof, now have or which may hereafter accrue, on account of or in any way growing out of the matters set forth in the Whereas paragraphs of this Agreement including, without limitation, the confusion as to which Association was the Community Association, the dissolution of First Association, and the actions of Second Association as the Community Association.

- 2.2. First Association and Second Association, on behalf of themselves, and to the extent permitted by law, hereby hold First Association Incorporators harmless from, and agree to indemnify First Association Incorporators against, any and all claims, liability and expenses (including costs and attorney's fees) asserted against First Association Incorporators by or on behalf of any Member of First Association or Second Association arising from the matters set forth in the Whereas paragraphs of this Agreement including, without limitation, the confusion as to which Association was the Community Association, the dissolution of First Association, and the actions of Second Association as the Community Association.

- 2.3. The provisions of paragraphs 2.1 and 2.2 shall benefit First Association Incorporators in their capacity as incorporators of First Association, Directors of First Association, and individually.
 - 2.4. The provisions of this paragraph 2 are contingent upon approval of the Merger at meetings of the Members of First Association and Second Association. If the Members of both First Association and Second Association do not approve the Merger, the provisions of this paragraph 2 shall be ineffective.
3. **Release of Second Association Incorporators.**
- 3.1. First Association and Second Association, on behalf of themselves and, to the extent permitted by applicable law, their Members, hereby release, acquit, and forever discharge Second Association Incorporators from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever, known or unknown, now existing or hereafter acquired, which First Association or Second Association, or the Members thereof, now have or which may hereafter accrue, on account of or in any way growing out of the matters set forth in the Whereas paragraphs of this Agreement including, without limitation, the confusion as to which Association was the Community Association, the dissolution of First Association, and the actions of Second Association as the Community Association.
 - 3.2. First Association and Second Association, on behalf of themselves, and to the extent permitted by law, hereby hold Second Association Incorporators harmless from, and agree to indemnify Second Association Incorporators against, any and all claims, liability and expenses (including costs and attorney's fees) asserted against Second Association Incorporators by or on behalf of any Member of First Association or Second Association arising from the matters set forth in the Whereas paragraphs of this Agreement including, without limitation, the confusion as to which Association was the Community Association, the dissolution of First Association, and the actions of Second Association as the Community Association.
 - 3.3. The provisions of paragraphs 3.1 and 3.2 shall benefit Second Association Incorporators in their capacity as incorporators of Second Association, Directors of Second Association, and individually.
 - 3.4. The provisions of this paragraph 3 are contingent upon approval of the Merger at meetings of the Members of First Association and Second Association. If the Members of both First Association and Second Association do not approve the Merger, the provisions of this paragraph 3 shall be ineffective.
4. **Expenses of Merger.** Neither First Association Incorporators nor Second Association Incorporators shall be responsible for any expense associated with the Merger, including any amounts to be paid to the Florida Department of State in order to reinstate First Association.

5. **Execution by Multiple Directors.**

5.1. Because of the prior confusion as to whether First Association or Second Association was the Community Association for The Magnolias, and the dissolution of the First Association, this Agreement is being executed:

5.1.1. By First Association Incorporators in their capacities as Directors of First Association at the time it was dissolved.

5.1.2. By Second Association Incorporators in their capacities as Members of the Board of Directors between the date that First Association was incorporated, and the date they ceased serving as as Directors, as well as by the current President and current Directors of Second Association.

5.2. By executing this Agreement in this fashion, neither First Association or Second Association acknowledges that execution by all such persons is necessary, it merely being the intent of the parties hereto that this Agreement shall be executed by such persons to avoid any confusion as to whether it is effective.

6. **No Third-Party Beneficiaries.** This Agreement benefits and binds the parties hereto and, to the extent permitted by applicable law, the Members of First Association and Second Association. There are no third-party beneficiaries of this Agreement.

7. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

8. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

9. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in

connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. **Severability Clause.** Provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
12. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
13. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
14. **Language.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
15. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
16. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
17. **Signatures by Facsimile or Digital Execution.** It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.
18. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

19. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

The parties have executed this Agreement on the date set forth below but effective the Effective Date set forth above.

The Magnolias of Ocala Homeowners' Association, Inc., a dissolved Florida not for profit corporation

By: [Signature]
John E. Fabjan, Jr., as member of Board of Directors at the time of its incorporation and dissolution

Date: 9.15.15

Witness

Print Witness Name

Witness

Print Witness Name

[Signature]
Witness

Harrie Scroggie
Print Witness Name

[Signature]
Witness

JEREMY WILCOX
Print Witness Name

By: [Signature]
Harvey Vandeven, as member of Board of Directors at the time of its incorporation and dissolution

Date: 9/15/15

[Signature]
Witness

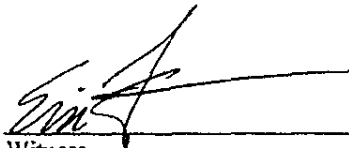
JASON THOMAS
Print Witness Name

[Signature]
Witness

Debra Sanchez
Print Witness Name

By: [Signature]
Albert B. Peek, as member of Board of Directors at the time of its incorporation and dissolution

Date: 9/15/2015



Witness
ERIC FABIAN
Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

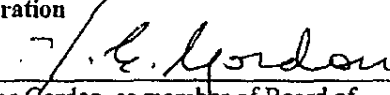
Witness

Print Witness Name

Witness

Print Witness Name


Magnolias at Ocala Homeowners
Association, Inc., a Florida not for profit
corporation

By: 
Yvonne Gordon, as member of Board of
Directors and President

Date: 8/31/15

By: _____
Randall L. Knapp, as member of Board of
Directors between 2005 and 2010

Date: _____

By: 
Russell K. Dickson, Jr., as member of Board
of Directors between 2005 and 2010

Date: 08.08.2015

By: _____
Tony M. Bengt. Jr., as member of Board
of Directors between 2005 and 2010

Date: _____

Magnolias at Ocala Homeowners
Association, Inc., a Florida not for profit
corporation

Witness

Print Witness Name

Witness

Print Witness Name

Teresa Hatfield
Witness

Teresa Hatfield
Print Witness Name

Jennifer Miller
Witness

Jennifer Miller
Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

By: _____
Yvonne Gordon, as member of Board of
Directors and President

Date: _____

Randall L. Knapp
By: _____
Randall L. Knapp, as member of Board of
Directors between 2005 and 2010

Date: 8/25/2015

By: _____
Russell K. Dickson, Jr., as member of Board
of Directors between 2005 and 2010

Date: _____

By: _____
Tony M. Bengé, Jr., as member of Board
of Directors between 2005 and 2010

Date: _____

**Magnolias at Ocala Homeowners
Association, Inc., a Florida not for profit
corporation**

Witness _____

Print Witness Name: _____

Witness _____

Print Witness Name: _____

Witness _____

Print Witness Name: _____

Witness _____

Print Witness Name: _____

Witness _____

Print Witness Name: _____

Witness _____

Print Witness Name: _____

Witness Robin Barnes

Print Witness Name: Robin Barnes

Witness Anna Bengt

Print Witness Name: Anna Bengt

By _____
Yvonne Gordon, as member of Board of
Directors and President

Date: _____

By _____
Randall E. Knapp, as member of Board of
Directors between 2005 and 2010

Date: _____

By _____
Russell K. Dickson, Jr., as member of Board
of Directors between 2005 and 2010

Date: _____

By Tony M. Bengt, Jr.
Tony M. Bengt, Jr., as member of Board
of Directors between 2005 and 2010

Date: 7.16.15

Jennifer Fabian
Witness
Jennifer Fabian
Print Witness Name

Witness

Print Witness Name

Jennifer Fabian
Witness
Jennifer Fabian
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Jennifer Fabian
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Jennifer Fabian
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Jennifer Fabian
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Jennifer Fabian
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Witness

Print Witness Name

By: [Signature]
Robert Campbell, as member of Board of
Directors and Vice President

Date: 9/15/15

By: [Signature]
Jeff Fabian, as member of Board of Directors

Date: 9/15/15

By: [Signature]
Jim Bennett, as member of Board of Directors

Date: 9/15/15

By: [Signature]
Bill Blankenship, as member of Board of
Directors

Date: 9/2/15

Jennifer Fabian
Witness
Jennifer Fabian
Print Witness Name

Witness

Print Witness Name

Jennifer Fabian
Witness
Jennifer Fabian
Print Witness Name

Witness

Print Witness Name

Karrie Saroggie
Witness
Karrie Saroggie
Print Witness Name
Jeremy Wilcox
Witness
JEREMY WILCOX
Print Witness Name

RASON THOMAS
Witness
RASON THOMAS
Print Witness Name
Debra Sanchez
Witness
Debra Sanchez
Print Witness Name

By: Mark Muckenfuss
Mark Muckenfuss, as member of Board of
Directors

Date: 8-31-15

First Association Incorporators

John E. Fabian, Jr.
John E. Fabian, Jr.

Date: 9/15/15

Harvey Vandeven
Harvey Vandeven

Date: 9/15/15

Albert B. Peek
Albert B. Peek

Date: 9/15/2015

Terese Hatfield
Witness
Terese Hatfield
Print Witness Name
Jennifer Miller
Witness
Jennifer Miller
Print Witness Name

Witness

Print Witness Name

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Print Witness Name

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Print Witness Name

Witness

Print Witness Name

Second Association Incorporators

Randall L. Knapp
Randall L. Knapp

Date: 8/25/2015

Douglas Maise

Date: _____

Russell K. Dickson, Jr.

Date: _____

Tony M. Bengé, Jr.

Date: _____

Second Association Incorporators

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Randall L. Knapp

Date: _____

Douglas Maise

Date: _____



Russell K. Dickson, Jr.

Date: 03.18.2015

Tony M. Benge, Jr.

Date: _____

Second Association Incorporators

Witness

Print Witness Name

Witness

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Print Witness Name

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Print Witness Name

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Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Randall L. Knapp

Date:

Douglas Maise

Date:

Russell K. Dickson, Jr.

Date:

Tony M. Bengt, Jr.

Date:

Second Association Incorporators

Witness

Print Witness Name

Witness

Print Witness Name

Adriana Ortiz

Witness

Adriana Ortiz

Print Witness Name

A. Ortiz

Witness

A. Ortiz

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Randall L. Knapp

Date:

Douglas Maise

Douglas Maise

Date:

8/4/15

Russell K. Dickson, Jr.

Date:

Tony M. Bengé, Jr.

Date: