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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Trevi Homeowners' Association Inc.

File 2nd

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Certificate of Status

Certificate of Good Standing

ARTICLES ONLY

ALL CHARTER DOCS

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| NEW FILINGS              |                   |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit            |
| <input type="checkbox"/> | NonProfit         |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication     |
| <input type="checkbox"/> | Other             |

| AMENDMENTS                          |                                      |
|-------------------------------------|--------------------------------------|
| <input type="checkbox"/>            | Amendment                            |
| <input type="checkbox"/>            | Resignation of R.A. Officer/Director |
| <input type="checkbox"/>            | Change of Registered Agent           |
| <input type="checkbox"/>            | Dissolution/Withdrawal               |
| <input checked="" type="checkbox"/> | Merger                               |

Certificate of FICTITIOUS NAME

FICTITIOUS NAME SEARCH

CORP SEARCH

| OTHER FILINGS            |                  |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Report    |
| <input type="checkbox"/> | Fictitious Name  |
| <input type="checkbox"/> | Name Reservation |

| REGISTRATION/QUALIFICATION |                     |
|----------------------------|---------------------|
| <input type="checkbox"/>   | Foreign             |
| <input type="checkbox"/>   | Limited Partnership |
| <input type="checkbox"/>   | Reinstatement       |
| <input type="checkbox"/>   | Trademark           |
| <input type="checkbox"/>   | Other               |

AOR  
8/11/99

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

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

TREVI HOMEOWNERS ASSOCIATION, INC., a Florida corporation  
N98000004474

INTO

TREVI HOMEOWNERS ASSOCIATION, INC., a Florida corporation,  
N94000005494.

File date: August 6, 1999

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER**

**OF**

**TREVI HOMEOWNERS ASSOCIATION, INC.,  
a Florida Nonprofit corporation**

**INTO**

**TREVI Homeowners Association, Inc.,  
a Florida Nonprofit corporation**

99 AUG -6 PM 12:01  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 617.1105 of the Florida Statutes, the undersigned corporations, TREVI Homeowners Association, Inc., a Nonprofit Florida corporation (hereinafter referred to as "TREVI"), and TREVI HOMEOWNERS ASSOCIATION, INC., a Florida Nonprofit corporation (hereinafter referred to as "THA"), adopt the following Articles of Merger for the purpose of merging THA into TREVI.

**Plan of Merger**

1. The Plan of Merger (hereinafter referred to as the "Plan") setting forth the terms and conditions of the merger of THA into TREVI is attached to these Articles of Merger as Exhibit "A".

**Adoption of Plan**

2. TREVI had Twenty Five (25) members entitled to vote on the Plan and THA had Twenty-Five (25) members entitled to vote on the Plan. The Plan was adopted by both TREVI and by THA on the 19<sup>th</sup> day of July, 1999 at a Special Meeting of Members at which meeting 19 TREVI members and 19 THA voted in favor of the Plan and      TREVI members and 0 THA members voted against the Plan. Based upon the above favorable votes cast by TREVI and by THA members, the Plan was approved.

**Effective Date**

4. The Plan of Merger shall be effective on the date these Articles are filed with the Florida Department of State.

6.3 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on the 19<sup>th</sup> day of July, 1999.

"Surviving Corporation"  
TREVI Homeowners  
Association, Inc.

By: [Signature]  
(President Signature)  
BERNARD GAYDOS  
(Printed Name)

ATTEST:

[Signature]  
(Secretary Signature)  
JEFFERSON W. CRAFT  
(Printed Name)

"Merging Corporation"  
TREVI HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
(President Signature)  
BERNARD GAYDOS  
(Printed Name)

ATTEST:

By: [Signature]  
(Secretary Signature)  
JEFFERSON W. CRAFT  
(Printed Name)

*Exhibit "A"*

**PLAN AND AGREEMENT OF REORGANIZATION**

by merger of

**TREVI Homeowners Association, Inc.,  
a Florida Nonprofit corporation**

with and into

**TREVI HOMEOWNERS ASSOCIATION, INC.,  
a Florida Nonprofit corporation**

under the name of

**TREVI Homeowners Association, Inc.,  
a Florida Nonprofit corporation**

This is a Plan and Agreement of Reorganization (the "Agreement") between **TREVI HOMEOWNERS ASSOCIATION, INC.**, a Florida Nonprofit corporation (hereinafter sometimes referred to as the "Merging Corporation"), and **TREVI Homeowners Association, Inc.**, a Florida Nonprofit corporation (hereinafter sometimes referred to as the "Surviving Corporation").

**RECITALS**

A. The Surviving Corporation was commenced when filed with the Florida Secretary of State on November 4, 1994 and the Merging Corporation was commenced when filed with the Florida Secretary of State on August 4, 1998.

B. Both the Surviving Corporation and the Merging Corporation were created as homeowner associations in connection with a residential community located in Tampa, Florida, and both corporations consist of the same Lot Owners and Members as those terms are defined in a separate Declaration of Covenants, Conditions and Restrictions of Trevi At Bay Lake (hereinafter the "Declaration") which was recorded on November 23, 1994 in the public records of Hillsborough County, Florida at Official Record Book 7592, Page 1450. Unless the context expressly requires otherwise, the terms used herein shall have the meaning set forth in the Declaration.

C. The Merging Corporation and the Surviving Corporation have determined that it would be in their mutual best interest to merge the Merging Corporation into the Surviving Corporation.

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, the Merging Corporation and the Surviving Corporation do hereby agree as follows:

## ARTICLE 1. RECITALS

The Recitals stated above are true and correct and incorporated herein by reference.

## ARTICLE 2. PLAN OF MERGER

2.1 Plan Adopted. A plan of merger of TREVI HOMEOWNERS ASSOCIATION, INC. and TREVI Homeowners Association, Inc., pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(a) The Merging Corporation shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Florida, and shall be subject to the Declaration.

(b) The name of the Surviving Corporation shall be  
**TREVI Homeowners Association, Inc.**

(c) When this Agreement shall become effective, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with the assets of the Surviving Corporation.

(e) Upon approval of this Agreement by the Members of the Merging Corporation and upon filing and acceptance of Articles of Merger by the Florida Department of State, the Membership interest of each Member in the Merging Corporation shall be canceled.

(f) Upon approval of this Agreement by the Members of the Surviving Corporation and upon filing and acceptance of Articles of Merger by the Florida Department of State, the Membership interest of each Member in the Surviving Corporation shall continue in accordance with the Declaration.

(g) The Articles of Incorporation of TREVI Homeowners Association, Inc., as existing on the Effective Date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

2.2 Effective Date. The effective date of the merger (the "Effective Date") shall be the date when the Articles of Merger are filed and accepted by the Department of State.

**ARTICLE 3. COVENANTS, ACTIONS, AND  
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

3.1 Interim Conduct of Business. Pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact.

3.2 Submission to Membership. This Agreement shall be submitted separately to the Members of the constituent corporations in the manner provided by the Declaration and the laws of the State of Florida for approval.

3.3 Conditions Precedent to Obligations of Merger. All of the obligations of each of the respective corporations under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

(a) Each of the respective corporations shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(b) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

**ARTICLE 4. DIRECTORS, OFFICERS, AND REGISTERED AGENT**

4.1 Directors of Surviving Corporation. On the Effective Date, the names of the Directors of the Surviving Corporation who shall hold office until the next annual meeting of the Members of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are as follows:

Bernie Gaydos  
Steve Brewer  
Angel Delmonte  
Norman Raymer  
Robert Undorf

4.2 Officers of Surviving Corporation. On the Effective Date, the names of the principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the Members of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are as follows:

|                |                |
|----------------|----------------|
| President      | Bernie Gaydos  |
| Vice President | Angel Delmonte |
| Treasurer      | Norman Raymer  |
| Secretary      | Robert Undorf  |

4.3 Registered Agent of Surviving Corporation. On the Effective Date, the name of the Registered Agent of the Surviving Corporation shall be Bernie Gaydos and the registered office of the Surviving Corporation and the address of the Registered Agent shall be 13502 Westshire Drive, Tampa, Florida 33618, who shall hold office until the next annual meeting of the Members of the Surviving Corporation or until his respective successor has been elected or appointed and qualified.

#### ARTICLE 5. BYLAWS

The Bylaws of TREVI HOMEOWNERS ASSOCIATION, INC. (the Merging Corporation), as existing on the Effective Date of the merger, shall continue in full force and shall constitute the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

#### ARTICLE 6. INTERPRETATION AND ENFORCEMENT

6.1 Further Assurances. The Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.


6.2 Entire Agreement. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction.




IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles to be signed as of the 19 day of July, 1999.

**"TREVI"**  
TREVI Homeowners Association, Inc.


**"THA"**  
TREVI HOMEOWNERS  
ASSOCIATION, INC.


By:   
(President Signature)  
Bernardo Gaydas  
(Printed Name)

By:   
(President Signature)  
Bernardo Gaydas  
(Printed Name)

ATTEST:

ATTEST:

  
(Secretary Signature)  
Jefferson W. Craft  
(Printed Name)

By:   
(Secretary Signature)  
Jefferson W. Craft  
(Printed Name)