

FWÉ

State of Florida



Department of State

THIS INSTRUMENT PREPARED BY & RETURN TO:
BERT C. SIMON, Esquire
GARTNER, BROCK & SIMON
P. O. BOX 10697
JACKSONVILLE, FL 32247-0697

I certify the attached is a true and correct copy of the Articles of Merger, filed on August 30, 2001, for GRAND HAVEN MASTER ASSOCIATION, INC., the surviving Florida entity, as shown by the records of this office

I further certify the document was electronically received under FAX audit number H01000094867. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this entity is N95000005286.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirty-first day of August, 2001

Authentication Code: 601A00049580-083101-N95000005286-1/1

Inst No: 01026626 Date: 09/14/2001
GAIL WADSWORTH, FLAGLER County
By: *[Signature]* D.C. Time: 09:18:29
OFF REC 0768 PAGE 0168



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

ARTICLES OF MERGER

OFF REC 0768 PAGE 0169

**(Grand Haven Master Association, Inc.
and
Grand Haven Neighborhoods Association, Inc.)**

The following Articles of Merger are submitted in accordance with the Florida Not for Profit Corporation Act pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Grand Haven Master Association, Inc.	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Grand Haven Neighborhoods Association, Inc.	Florida

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date of the Articles of Merger are filed with the Florida Department of State.

**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 _____ The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) _____ The Plan of 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 December 14, 2000. The number of directors in office was 7. The vote for the plan was as follows: 7 FOR 0 AGAINST

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)**

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SECTION I

The Plan of Merger was adopted by the members of the merging corporation(s) on December 14, 2000. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 70 FOR 18 AGAINST

SECTION II

(CHECK IF APPLICABLE) _____ The Plan of Merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

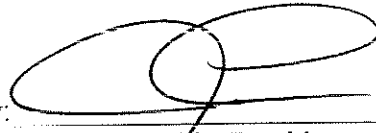
SECTION III

There are no members or members entitled to vote on the Plan of Merger.

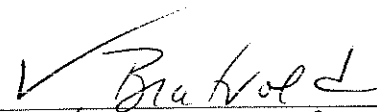
The Plan of Merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Grand Haven Master Association, Inc.

By: 
James T. Cullis, President

Grand Haven Neighborhoods Association, Inc.

By: 
Printed: V BRATVOLD
Title: DIR / SALES

OFF REC 0768 PAGE 0171

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

PLAN OF MERGER

Plan of Merger dated as of December 14, 2000, between **Grand Haven Master Association, Inc.**, a Florida not-for-profit corporation, (the "Surviving Corporation") and **Grand Haven Neighborhoods Association, Inc.**, a Florida not-for-profit corporation (the "Absorbed Corporation").

STIPULATIONS

A. The Surviving Corporation is a not-for-profit corporation organized and existing under the laws of the State of Florida, with its principal office at 3 Waterside Parkway, Palm Coast, Florida 32137.

B. The Surviving Corporation is the association of owners established by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated May 31, 1996, and recorded in Official Records Book 557, page 1768 of the Public Records of Flagler County, Florida, as amended (the "Master Declaration") with reference to certain lands located in Flagler County, Florida, and identified in the Master Declaration as the "Property:"

C. The Surviving Corporation has no shares of stock issued and outstanding.

D. The Absorbed Corporation is a corporation organized and existing under the laws of the State of Florida with its principal address at 1 Old Kings Road South, Palm Coast, Florida 32137.

E. The Absorbed Corporation is the association of owners established by that certain Declaration of Covenants, Conditions and Restrictions for Grand Haven Neighborhoods dated November 19, 1997, and recorded in Official Records Book 0598, page 1080 of the Public Records of Flagler County, Florida, as amended (the "Subordinate Declaration") with reference to certain lands located within the Property subject to the Master Declaration.

F. The Absorbed Corporation is a Subordinate Association, as defined in the Master Declaration.

G. The Absorbed Corporation has no shares of stock issued and outstanding.

H. The boards of directors of the constituent corporations deem it desirable and in the best interests of the corporations and their Members that the Absorbed Corporation be merged into the surviving corporation pursuant to the provisions of Sections 617.1101 et seq. of the Florida Not for Profit Corporation Act for the purpose of transferring all rights, privileges, duties and obligations of the Absorbed Corporation to the Surviving Corporation.

In consideration of the mutual covenants, and subject to the terms and conditions set forth below, the constituent corporations agree as follows:

Section One. Merger. The Absorbed Corporation shall merge with and into the Surviving Corporation, which shall be the surviving corporation.

Section Two. Terms and Conditions.

(a) On the effective date of the merger, the separate existence of the Absorbed Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Absorbed Corporation, without the necessity for any separate transfer. The Surviving Corporation shall then be responsible and liable for all liabilities and obligations of the Absorbed Corporation, and neither the rights of creditors nor any liens on the property of the Absorbed Corporation shall be impaired by the merger.

(b) All Members of the Absorbed Corporation are already Members of the Surviving Corporation by virtue of the terms of the Master Declaration. In addition, as a result of the merger of the Absorbed Corporation into the Surviving Corporation, the Surviving Corporation shall identify and treat the former Members of the Absorbed Corporation as a separate Subordinate Association within the Master Association.

(c) The Master Declaration shall be amended: (i) to authorize the Surviving corporation to perform all of the duties and obligations and to have all of the rights, powers and privileges of the Absorbed Corporation under the Subordinate Declaration; (ii) to provide for the architectural review and approval process to be performed by the Surviving Corporation; and (iii) to establish an Advisory Committee to advise and consult with the Board of Directors of the Surviving Corporation on matters affecting the Members. The Board of Directors may delegate to the Advisory Committee such matters as the Board of Directors deems appropriate. The Advisory Committee shall be composed of two (2) residents of each Village elected by the members of the Subordinate Association of Owners within that Village. The Advisory Committee shall annually elect three (3) of its members to be members of the Board of Directors of the Surviving Corporation, provided that there may not be more than one (1) resident of each Village elected to the Board of Directors.

Section Three. Changes in Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall continue to be its articles of incorporation following the effective date of the merger. The Articles of Incorporation of the Surviving Corporation shall be amended

to authorize the Surviving Corporation to perform all the duties and obligations and to have all of the rights, powers and privileges of the Absorbed Corporation under the Subordinate Declaration. The Articles of Incorporation shall also be amended to increase the number of directors to a minimum of seven (7) and to provide for the election of three (3) members of the Board of Directors by the Advisory Committee described above.

Section Four. Changes in Bylaws. The bylaws of the Surviving Corporation shall continue to be its bylaws following the effective date of the merger. The bylaws of the Surviving Corporation shall be amended to authorize the Surviving Corporation to perform all the duties and obligations and to have all of the rights, powers and privileges of the Absorbed Corporation under the Subordinate Declaration. The Surviving Corporation bylaws shall also be amended to provide that an equal amount of any surplus funds acquired from the Absorbed Corporation as a result of this merger shall be allocated to each member of the Absorbed Corporation who has fully paid all assessments to the Absorbed Corporation due and payable as of the effective date of the merger, and the amount allocated shall be credited to each such Member against the next assessments levied by the Surviving Corporation.

Section Five. Directors and Officers. The directors and officers of the Surviving Corporation on the effective date of the merger shall continue as the directors and officers of the Surviving Corporation for the full unexpired terms of their offices or until their successors have been elected or appointed and qualified. Within ninety (90) days of the effective date of this merger a special meeting of the Advisory Committee shall be held to elect the three (3) representatives of the Advisory Committee to the Board of Directors. The remaining four (4) directors shall be appointed by the Developer under the Master Declaration.

Section Six. Implementation. The Absorbed and Surviving Corporations shall take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section Seven. Approval by Members. This plan of merger shall be submitted for the approval of the Members of the Absorbed Corporation and the Board of Directors of the Surviving Corporation in the manner provided by the applicable laws of the State of Florida, at meetings to be held on or before December 14, 2000, or at such other time as to which the boards of directors of the constituent corporations may agree.

Section Eight. Effective Date of Merger. The effective date of this merger shall be the date of filing of the Articles of Merger with the Florida Secretary of State.

Section Nine. Execution of Agreement. This plan of merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

OFF REC 0768 PAGE 0174

Executed on behalf of the constituent corporations by their officers, sealed with their corporate seals, and attested by their respective secretaries pursuant to the authorization of their respective boards of directors and the Members of the Absorbed Corporation as of the date first above written.

GRAND HAVEN MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Print Name: JAMES T. CULLIS
Title: PRESIDENT

Attest: [Signature]
By: LINDA NEWMAN
Title: Mgr

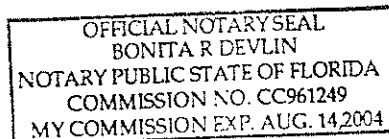
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2000 by JAMES T. CULLIS the PRESIDENT of Grand Haven Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Bonita R. Devlin
Notary Public, State of Florida

BONITA R. DEVLIN
Print Name

My Commission Expires:



[counterpart signature page to Plan of Merger]

GRAND HAVEN NEIGHBORHOODS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Print Name: PETER T. CHIODO
Title: PRESIDENT

Attest: [Signature]
By: LINDA NEWMAN
Title: Mgr.

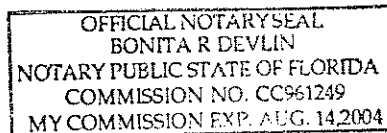
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2000 by PETER T. CHIODO the PRESIDENT of Grand Haven Neighborhoods Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Bonita R. Devlin
Notary Public, State of Florida

BONITA R. DEVLIN
Print Name

My Commission Expires:



Certificate of Amendments

Inst No: 2003070367 Date: 12/26/2003
GAIL WADSWORTH, FLAGLER Co. Time: 14:28
Book: 1024 Page: 95 Total Pgs: 3

to the Declaration of

LINKSIDE, A GRAND HAVEN NEIGHBORHOOD

BY

Grand Haven Master Association, Inc.

We hereby certify that, at its 2003 annual meeting of Grand Haven Master Association, Inc, for Linkside, A Grand Haven Neighborhood held on October 23, 2003, 4:30 p.m. held at the Grand Haven Village Center, 2000 Waterside Pkwy, Palm Coast, FL 32164, the amendments to the Declaration attached hereto and made a part hereof (the Declaration of Covenants, Conditions and Restrictions for Linkside a Grand Haven Neighborhood being originally recorded in Official Records Book 0611 at Page 0434 of the Public Records of Flagler County, Florida and as thereafter amended) received sufficient affirmative votes to pass the amendments as required by Declaration Article 15, and that as a result of the foregoing, and proper notice having been given, said amendments have been duly adopted pursuant to the aforementioned provisions of the governing documents.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 19th day of November, 2003 at FLAGLER, Florida.

(Corporate Seal)

Grand Haven Master Association, Inc.

By:

Mr. James Cullis, President

Attest:

Secretary: Cheryl Graham

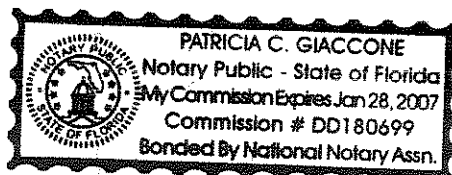
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing Certificate of Amendments was acknowledged before me by the President of the Association, **Mr. James Cullis** who is personally known to me and the Secretary of the Association, **Ms. Cheryl Graham**, who is personally known to me, who both personally appeared before me, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in them by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 19th day of November, 2003.

Notary Public

State of Florida
My Commission Expires:
Seal



This instrument was prepared by:
John R. Geiger, P.A.
John R. Geiger, Esq.
4475 US 1 South #406
St. Augustine, FL 32086



AMENDMENTS to the Declaration of Covenants and Restrictions
of
LINKSIDE, A GRAND HAVEN NEIGHBORHOOD
by
Grand Haven Master Association, Inc.

Declaration, Section 8.2.15 (NEW SECTION)

SIGNS. The only sign permitted as "For Sale" or "For Rent" shall be the sign approved by the ARC on or about 9/1/03. The sign is approximately 9 inches x 16 inches with the word "Available" and a place for the responsible phone number. The sign must be a minimum of three feet towards the house from the house side edge of the sidewalk. If there is no sidewalk, the sign must be minimum of 20 feet from the edge of the roadway. Additionally, the sign must be a minimum of six feet from the bordering property lines. There may be only one sign erected per property at any given time. The signs must be planted in the ground. Signs are not allowed in windows, mounted on trees, etc. Signage must be taken down immediately upon the sale or rental of said property. This paragraph may be either amended once or repealed by the board of directors within six months after turnover of the board to unit owner control. Thereafter, unit owners must amend this paragraph.

New language is underlined. Deleted language is ~~stricken through~~.

Declaration Section 9.2. (REWRITTEN)

SUBSTANTIAL REWRITING OF SECTION. FOR EXISTING TEXT, PLEASE SEE ORIGINALLY RECORDED LANGUAGE.

All rentals of Dwellings by Owners shall be documented by a written lease which shall set forth, among other things, the address of the Dwelling, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the secretary of the Association within five (5) days of the full execution of such lease. No Dwelling may be used as a rooming house, hostel or hotel. The occupancy of a Dwelling for less than ninety (90) consecutive days is strictly prohibited. No more than two (2) leases may be executed for a Dwelling during any 12 month period based on the date of commencement of the lease. Rentals of less than ninety (90) consecutive days in duration or the operation of a rooming house, hostel or hotel shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. A Dwelling may be subleased one time during a lease period, for a period of not less than ninety (90) consecutive days. In the event that a tenant desires to extend its lease period, such extension period shall not be less than thirty (30) consecutive days. The tenants which are occupying a Dwelling pursuant to a written lease shall be permitted to use the Recreational Amenities during the lease term, provided that the tenants comply with any and all policies, rules and regulations imposed by the CDD, with respect to the Recreational Amenities. Only one family is permitted to lease a Dwelling at any particular time. For the purposes of this paragraph only, February shall be counted as having 29 days for a lease term Beginning February 1 and ending April 30.

All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder, as though such tenant were an Owner. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Dwelling are also fully liable for any violation of the documents and regulations. In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, Bylaws, Articles or rules and regulations, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.