

759252

January 15, 1997

Secretary of State
P.O. Box 6327
Tallahassee, Florida 32314

700002064227--1
-01/22/97--01068--011
*****70.00 *****70.00

Re: FILING OF AGREEMENT AND PLAN OF MERGER

Merger

Lancaster Estates at Lakes of the Meadow Maintenance Association, Inc.
and Lakes of the Meadow Master Maintenance Association, Inc.

Enclosed please find an Agreement and Plan of Merger between the two above referenced parties. The Articles of Merger and requisite Affidavit are also enclosed, in addition to the \$70.00 fee.

Should you have any questions, please contact the undersigned at the following address:

HYMAN & KAPLAN, P.A.
150 West Flagler Street
Miami, Florida 33130

Phone: 800-443-1335
305-371-4244
Fax: 305-371-5930

FILED
97 JAN 22 AM 10:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Thank you,


Gary M. Mars, Esquire

Name	
Agency	1/31/97
Document	
Exhibit	ADH
License	ADH
Update	ADH
Vendor	ADH
Acknowledgment	ADH
W.P. Verifier	ADH

759252

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE
ASSOCIATION, INC., a Florida corporation N31707

INTO

LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., a
Florida corporation, 759252.

File date: January 22, 1997

Corporate Specialist: Annette Hogan

AGREEMENT AND PLAN OF MERGER

FILED
97 JAN 22 AM 10:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 9th, 1996 is made by and between LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), and LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., (the "Master Association").

ARTICLE I

THE MERGER

1.1 The Merger and Certain Effects. On the Merger Date (as defined in Article 1.2 hereof), the Association shall merge into the Master Association (the "Merger"), the Master Association shall be the surviving corporation, and the separate corporate existence and identify of the Association shall cease. At such time, the Master Association shall have vested in it an possess all the rights, privileges, powers, franchises, properties and assets, of a public as well as of a private nature, of the Association, and the Master Association shall be subject to all the debts, liabilities, obligations, restrictions, disabilities and duties of the Association; provided, however, that to the maximum extent lawful, any claim or liability relating to the Association based upon facts occurring prior to the Merger Date, shall be paid by way of assessments only on those Lots subject to the Declaration (as defined in Section 3.2 hereof) which were previously administered by the Association having incurred such liability. The title to any real estate, or any interest therein, vested by deed or otherwise in the Association shall not revert or in any way be impaired by the reason of the Merger, but shall be deemed vested in the Master Association.

1.2 Merger Date. Upon filing of Articles of Merger, substantially in the form attached as Appendix 1 hereto, in accordance with the Florida Not For Profit Corporation Act, the Merger shall become effective at the time and date specified in such filing (the "Merger Date").

ARTICLE II

ARTICLES OF INCORPORATION; BYLAWS;

BOARD OF DIRECTORS; OFFICERS

2.1 Articles of Incorporation. From and after the Merger Date, the Articles of Incorporation of the Master Association shall be in the form now existing, shall be in full force and effect as the Article of Incorporation of the surviving corporation, as same may thereafter be amended from time to time as provided therein or by law.

2.2 Bylaws. The Bylaws of the Master Association shall be in the form now existing as set forth in Appendix 2 attached hereto and by this reference incorporated herein. Such Bylaws, as so amended, shall be the Bylaws of the surviving corporation, as same be thereafter be further amended from time to time.

2.3 Directors. From and after the Merger Date, the Members of the Board of Directors of the surviving corporation shall consist of the Members of the Board of Directors of the Master Association as constituted immediately prior to the Merger Date.

2.4 Officers. From and after the Merger Date, the officers of the surviving corporation shall consist of the officers elected by its Board of Directors from time to time as provided in its Articles of Incorporation and Bylaws.

ARTICLE III

TREATMENT OF MEMBERSHIP, COVENANTS AND ASSESSMENTS

3.1 Treatment of Membership. At the Merger Date, each record title holder of a Lot (as defined in the Master Association's Bylaws) who was a member of the Association immediately prior to the Merger Date shall continue as a member of the surviving corporation (i.e, the Master Association) with the same voting rights as held prior to the Merger Date.

3.2 Treatment of Covenants. The Association was originally incorporated so as to administer and enforce its Declaration of Covenants ("Declaration") wherein it is named as the "Association". Because the Declaration will remain in effect after the Merger Date, the Master Association (as the surviving corporation) shall succeed to hold and exercise the rights, powers, duties, benefits and privileges of the Association under its Declaration as provided therein. This statement shall not limit the general effect of Section 1.1 hereof.

3.3 Treatment of Assessments. From and after the Merger Date, the Master Association shall continue to levy assessments under the Master Covenants for Lakes of the Meadow, but additionally, shall levy assessments under the Declaration or each of the Lots (as defined therein) subject thereto and shall have separate budgets for same. The purpose of this provision is to enable the Master Association to set rates for assessments with any expenses unique to a specific portion of Lakes of the Meadow including, without limitation, maintenance expenses, reserves, insurance premiums and capital expenditures. As to such capital expenditures, if same are to be made for repairs, replacements or improvements to serve one portion of Lakes of the Meadow, subject to a Declaration, then the votes required to authorize same shall be (i) as provided in the applicable Declaration and (ii) cast solely by the owners of the Lots subject to such Declaration (i.e., as if its original Association were still administering same), such votes to be deemed a separate class for such purposes.

ARTICLE IV

MISCELLANEOUS

4.1 Adoption by Association. The President and Secretary of the Association, by executing this Agreement and Plan of Merger, verify the adoption of this Agreement and Plan of Merger by the Association by a vote of at least three-fourths (3/4) of the members present or represented by proxy at a meeting of the members of the Association held for this purpose at which a quorum was present.

4.2 Law Governing. This Agreement and Plan of Merger shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and Plan of Merger as of the date and year first above written.

LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC.

BY: X
President

ATTEST: X
Secretary

(corporate seal)

LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC.

BY:
President

ATTEST:
Secretary

(corporate seal)

APPENDIX I

ARTICLES OF MERGER
OF
LANCASTER ESTATES AT LAKES OF THE MEADOW
MAINTENANCE ASSOCIATION, INC.
INTO
LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC.

Pursuant to Section 617.051 of the Florida Not for Profit Corporation Act, LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation, (the "Association"), hereby adopts the following Article of Merger for the purpose of merging the Association (the "Merger") into LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., (the "Master Association").

FIRST: The surviving corporation shall be LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation.

SECOND: The Agreement and Plan of Merger, dated as of December 9th, 1996, of the Association (the "Plan of Merger") was authorized and approved by the Board of Directors and Members of the Association in the manner and by the vote required by their Articles of Incorporation and the laws of the State of Florida, the state of their incorporation, by at least three-fourths (3/4) of the votes which members of the Association present or represented by proxy were entitled to cast at a meeting at which a quorum was present, on December 9, 1996 in accordance with Section 617.0701 of the Florida Not for Profit Corporation Act. The number of votes cast by the members were sufficient for approval.

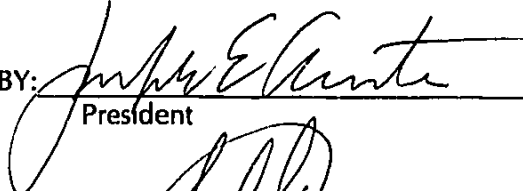
THIRD: Pursuant to the Plan of Merger, at the effective date of Merger, the Articles of Incorporation of Master Association, the surviving corporation, shall be the Articles of Incorporation now in existence.

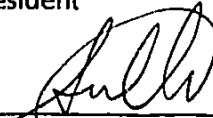
FOURTH: Pursuant to the Plan of Merger, at the effective date of the Merger, the Bylaws of the Master Association, the surviving corporation, shall be the Bylaws attached hereto as Exhibit "A" and by this reference incorporated herein.

FIFTH: The Merger as set forth in these Articles of Merger shall be effective at 12:01 Eastern Standard Time, on December 9, 1996.

IN WITNESS WHEREOF, LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC., and LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., have caused these Article of Merger to be signed in their respective corporate names and on their behalf by their respective presidents and secretaries, as of the 9th of December, 1996.


LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC.

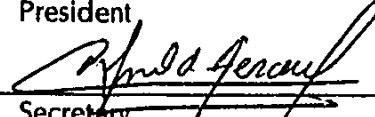
BY: 
President

ATTEST: 
Secretary

(corporate seal)

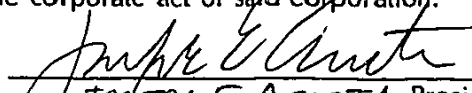
LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC.

BY: 
President

ATTEST: 
Secretary

(corporate seal)

THE UNDERSIGNED President of LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges that the executed, in the name and on behalf of said corporation, the foregoing Articles of Merger, as the corporate act of said corporation.



JOSEPH E. ACOSTA, President

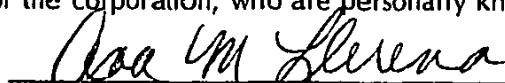
THE UNDERSIGNED President of LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges that the executed, in the name and on behalf of said corporation, the foregoing Articles of Merger, as the corporate act of said corporation.



Jeffrey Wander, President

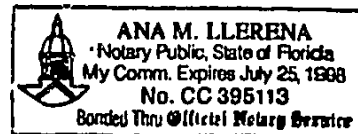
STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument as acknowledged before me this 9 day of December, 1996, by J. Acosta/S. Vega, President and Secretary respectively of LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are personally knows to me and who did take an oath.

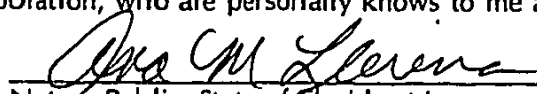


Notary Public, State of Florida at Large
Commission Number:
My Commission Expires:

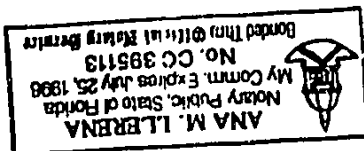
STATE OF FLORIDA
COUNTY OF DADE



The foregoing instrument as acknowledged before me this 9 day of December, 1996, by J. Wander/R. Heraux, President and Secretary respectively of LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are personally knows to me and who did take an oath.



Notary Public, State of Florida at Large
Commission Number:
My Commission Expires:



AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DADE

Before me, the undersigned authority, personally appeared Joseph E. Acosta, who, being by me duly sworn according to the law, deposes and says as follows:

1. Affiant is the President of LANCASTER ESTATES AT LAKES OF THE MEADOW MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation, ("Lancaster").

2. Lancaster has elected to merge into LAKES OF THE MEADOW MASTER MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation, ("Master Association") as of December 9, 1996.

3. As of December 9, 1996, and through the date of the making of this Affidavit, there are no parties who have any claim against Lancaster, and there are no facts known to Affiant which could give rise to a claim being adversely asserted against Lancaster.

4. There are no actions nor proceedings now pending in any state or federal court to which Lancaster is a party, including but not limited to proceedings in bankruptcy, receivership, or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien against Lancaster.

5. Affiant is a citizen of the United States, of legal age, under no legal disabilities and has never been known by any name other than that shown above.

6. Affiant makes this Affidavit for the purpose of inducing the Master Association to execute the Articles of Merger effecting the merger of Lancaster into the Master Association.

FURTHER AFFIANT SAYETH NOT.

Joseph E. Acosta
JOSEPH E. ACOSTA, President

The foregoing instrument was acknowledged before me this 9th day of December, 1996, by Joseph E. Acosta, who is personally known to me and who did (did not) take an oath.

Ana M. Llerena
Notary Public, State of Florida at Large
Commission Number:
My Commission Expires:

