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TELEPHONE	410-1015
FROM	
DEPARTMENT	Connie Bryan
EXTENSION	Tallahassee
SPECIAL INSTRUCTIONS	Unrecd
	Windsor At Lake Coral Springs Limited Partnership
	merging into:
	Windsor At Carter Dome LLC
	Was sent over on March 13 th
	Needs filing date of 3/13/2003

FF \$77.50

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MAR-17-2003 16:44

Tallahassee FL 32301		Strickland		Florida
Order Number	Reference	Reason	Amount	
5806969 SO	Windsor at Lake Coral Springs	Merger (Discontinuing Company)	77.50	
Vendor Number	Vendor Name			
1405294	Secretary of State, Florida			
Check Number	Date	STUB 1 OF 1	Total Paid Amount	
4210103117	03/13/03		\$ 77.50	

ARTICLES OF MERGER
Merger Sheet

MERGING:

WINDSOR AT LAKE CORAL SPRINGS LIMITED PARTNERSHIP, a Florida LP
(A00000001378)

into

WINDSOR AT CARTER DOME LLC, a Delaware limited liability company
M03000000723

File date: March 13, 2003

Corporate Specialist: Brenda Tadlock

ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>WINDSOR AT LAKE CORAL SPRINGS</u> <u>LIMITED PARTNERSHIP</u> <u>600 Atlantic Avenue, Suite 2000,</u> <u>Boston, MA 02210</u>	<u>FLORIDA</u>	<u>Limited Partnership</u>
Florida Document/Registration Number: <u>A00000001378</u>		FEI Number: <u>65-1043625</u>

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

M03-723

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>WINDSOR AT CARTER DOME LLC</u> <u>600 Atlantic Avenue</u> <u>Suite 200</u> <u>Boston, Massachusetts 02210</u>	<u>DELAWARE</u>	<u>Limited Liability Company</u>
Florida Document/Registration Number: <u>M03000000723</u>		FEI Number: <u>04-3623827</u>

THIRD: The attached Plan of Merger meets the requirements of Sections(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

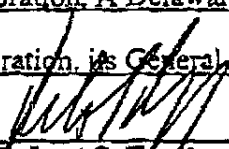
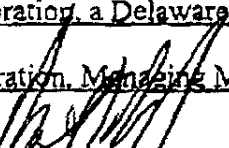
NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) for each Party:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
<u>WINDSOR AT</u>	<u>By: Windsor Realty</u>	
<u>LAKE CORAL SPRINGS</u>	<u>Fund - IIB Investors</u>	
<u>LIMITED PARTNERSHIP</u>	<u>Corporation, A Delaware</u>	
	<u>corporation, its General Partner</u>	
	<u>By: </u>	
	<u>Robert S. Farrington, Jr.</u>	
	<u>Its: Vice President</u>	
<u>WINDSOR AT CARTER</u>	<u>By: Windsor Realty</u>	
<u>DOMELLC</u>	<u>Fund - IIB Investors</u>	
	<u>Corporation, a Delaware</u>	
	<u>corporation, Managing Member</u>	
	<u>By: </u>	
	<u>Robert S. Farrington, Jr.</u>	
	<u>Its: Vice President</u>	

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of March 12, 2003 ("Agreement"), by and between WINDSOR AT CARTER DOME LLC, a Delaware limited liability company ("WINDSOR"), and WINDSOR AT LAKE CORAL SPRINGS LIMITED PARTNERSHIP, a Florida limited partnership ("LP").

RECITALS

WHEREAS, the members of WINDSOR and the Partners of LP have approved this Agreement and the merger of LP with and into WINDSOR ("Merger") upon the terms and subject to the conditions set forth in this Agreement and declared this Agreement to be advisable; and

WHEREAS, WINDSOR and LP desire to set forth the terms of the consummation of the Merger;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I - THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2 of this Agreement), in accordance with this Agreement and the provisions of Section 18-209 of the Delaware Limited Liability Company Act and Sections 620.201 and 620.202 of the Florida Statutes, LP shall be merged with and into WINDSOR in the Merger, the separate existence of LP shall cease, and WINDSOR shall continue as the surviving limited liability company ("Surviving LLC"). From and after the Effective Time, the Surviving LLC shall possess all the rights, privileges, and powers of LP and WINDSOR and all property, real, personal and mixed, and all debts due to LP and WINDSOR, as well as all other things and causes of action belonging to each of LP and WINDSOR shall be vested in the Surviving LLC, and shall thereafter be property of the Surviving LLC as they were of each of LP and WINDSOR, and the title to any real property vested by deed or otherwise, shall not be deemed to revert or to be in any way impaired by reason of the merger, but shall be vested in the Surviving LLC, but all rights of creditors and all liens upon any property of LP or WINDSOR shall be preserved unimpaired, and all debts, liabilities and duties of each of LP and WINDSOR shall thenceforth attach to the Surviving LLC, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, all with the effect set forth under Delaware law.

1.2 Filing of Certificate of Merger. As soon as practicable after the date hereof, the parties hereto shall: (i) deliver to the Secretary of State of the State of Delaware a Certificate of Merger, (ii) deliver to the Secretary of State of Florida Articles of Merger, (iii) make all other filings or recordings as may be required under the Delaware Limited Liability Company Act, the Florida Statutes, and any other applicable law in connection with the Merger. The Merger shall be effective ("Effective Time") as of 8:00 am, Eastern time, on date that a Certificate of Merger

is filed with the Secretary of State of Delaware and Articles of Merger are filed with the Secretary of State of Florida.

1.3 **Certificate of Formation, Operating Agreement and Management of Surviving LLC.**

(1) The Certificate of Formation of WINDSOR, as in effect immediately prior to the Effective Time of the Merger, shall continue as the Certificate of Formation of the Surviving LLC until the same shall thereafter be altered, amended or repealed in accordance with the provisions of the laws of the State of Delaware.

(2) The Operating Agreement of WINDSOR, as in effect immediately prior to the Effective Time of the Merger, shall be the Operating Agreement of the Surviving LLC until the same shall thereafter be altered, amended or repealed in accordance with the provisions of the laws of the State of Delaware, the Certificate of Formation or such Operating Agreement of the Surviving LLC.

(3) The Managing Member of WINDSOR immediately prior to the Effective Time of the Merger shall be the Managing Member of the Surviving LLC. The Managing Member is Windsor Realty Fund - IIIB Investors Corporation, a Delaware corporation whose business address is 600 Atlantic Avenue, Suite 2000, Boston, Massachusetts 02210.

ARTICLE II - STATUS AND CONVERSION OF MEMBERSHIP INTERESTS.

2.1 **Conversion of Partnership Interest.** At the Effective Time, the partnership interest in LP held by Windsor Realty Fund - IIIB Investors Corporation, a Delaware corporation, and Windsor Realty Fund - IIIB L.P., a Delaware Limited Partnership, and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be retired and cancelled.

2.2 **Conversion of Membership Interests.** At the Effective Time, each membership interest of WINDSOR held by Windsor Realty Fund - IIIB Investors Corporation, a Delaware Corporation and Windsor Realty Fund - IIIB L.P., a Delaware Limited Partnership and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holders thereof, be continued and thereafter evidence membership interests in the Surviving LLC equal to 100% of the membership interest in the Surviving LLC.

ARTICLE III - TERMINATION, AMENDMENT AND WAIVER.

3.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Time by mutual consent of each of the parties hereto, whether before or after adoption of this Agreement by the Managing Member of WINDSOR or the General Partner of LP.

3.2 **Amendment.** This Agreement may be amended by the parties hereto, whether before or after adoption of this Agreement by the Managing Member of WINDSOR or the

General Partner of LP by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto; provided, however, that after any such approval, there shall not be made any amendment that by law requires the further approval by such members or partners without such further approval.

3.3 Extension; Waiver. At any time prior to the Effective Time, subject to applicable law, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

ARTICLE IV - OTHER PROVISIONS.

4.1 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

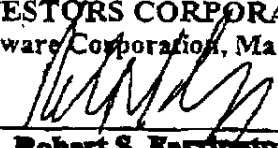
4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without regard to principles of conflicts of law.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and will become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

WINDSOR AT CARTER DOME LLC

By: WINDSOR REALTY FUND - IIIB
INVESTORS CORPORATION, a
Delaware Corporation, Managing Member

By: 
Robert S. Farrington, Jr.
Vice President

WINDSOR AT LAKE CORAL SPRINGS LIMITED PARTNERSHIP

By: WINDSOR REALTY FUND - IIIB
INVESTORS CORPORATION, a
Delaware corporation,
its General Partner

By: 
Robert S. Farrington, Jr.
Vice President