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FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2003 SEP 23 PM 3:17

Merger  
w/ NAME CHANGE  
DC  
09/29/03

DANIEL J. LOBECK  
MARK A. HANSON  
KEVIN T. WELLS  
DAVID C. MEYER

LAW OFFICES  
**LOBECK HANSON & WELLS**

PROFESSIONAL ASSOCIATION

2033 MAIN STREET, SUITE 403  
SARASOTA, FL 34237  
(941) 955-5622  
FAX (941) 951-1469  
E-MAIL [law@lobeckhanson.com](mailto:law@lobeckhanson.com)  
INTERNET [www.lobeckhanson.com](http://www.lobeckhanson.com)

CONDOMINIUM  
COOPERATIVE AND  
COMMUNITY  
ASSOCIATIONS

CIVIL LITIGATION  
PERSONAL INJURY

FAMILY LAW

LAND USE LAW

ESTATES AND TRUSTS

September 18, 2003

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

Re: Articles of Merger -  
Imperial Lakes Estates (Unit #1) Condominium Association, Inc.  
Imperial Lakes Estates, Unit II, Condominium Association, Inc.  
Imperial Lakes Estates, Unit III, Condominium Association, Inc.  
Imperial Lakes Estates Master Association, Inc.

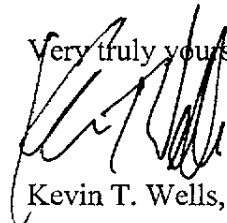
Dear Sir or Madam:

Please file the enclosed original Articles of Merger and attached Plan of Merger and Merger Amendments for the above-referenced corporations. The surviving corporation will be known as Imperial Lakes Estates Condominium Association, Inc.

Also enclosed is an Association check in the amount of \$148.75 for the filing fee and certified copy fee. Please return the certified copy to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,



Kevin T. Wells, Esquire

KTW/elk  
Enclosures

Prepared by and return to:  
Kevin T. Wells, Esquire  
Lobeck Hanson & Wells, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2003 SEP 23 PM 3:17

**ARTICLES OF MERGER**  
(Not for Profit Corporations)

EFFECTIVE DATE  
12-01-03

**IMPERIAL LAKES ESTATES (UNIT #1) CONDOMINIUM ASSOCIATION, INC.  
IMPERIAL LAKES ESTATES, UNIT II, CONDOMINIUM ASSOCIATION, INC.  
IMPERIAL LAKES ESTATES, UNIT III, CONDOMINIUM ASSOCIATION, INC.  
IMPERIAL LAKES ESTATES MASTER 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>	<u>Document Number</u>
Imperial Lakes Estates (Unit #1) Condominium Association, Inc., which shall change its name to IMPERIAL LAKES ESTATES CONDOMINIUM ASSOCIATION, INC.	Florida	N01264

**SECOND:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Imperial Lakes Estates, Unit II, Condominium Association, Inc.	Florida	N14274
Imperial Lakes Estates, Unit III, Condominium Association, Inc.	Florida	N29555
Imperial Lakes Estates Master Association, Inc.	Florida	N01193

**THIRD:** The Plan of Merger is attached hereto as Exhibit "A", and incorporated herein.

**FOURTH:** The merger shall become effective on December 1, 2003. (Enter a specific date.  
NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future).

**FIFTH: ADOPTION OF MERGER BY SURVIVING CORPORATION**

**Section I - Imperial Lakes Estates (Unit #1) Condominium Association, Inc.**

The plan of merger was adopted by the members at a special membership meeting of the surviving corporation on 4/10/03. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 75 FOR 3 AGAINST.

**SIXTH: ADOPTION OF MERGER BY MERGING CORPORATIONS**

**Section I - Imperial Lakes Estates, Unit II, Condominium Association, Inc.**

The plan of merger was adopted by the members at a special membership meeting of the above-referenced merging corporation on 4/10/03. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 134 FOR 2 AGAINST.

**Section II - Imperial Lakes Estates, Unit III, Condominium Association, Inc.**

The plan of merger was adopted by the members at a special membership meeting of the above-referenced merging corporation on 4/10/03. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 40 FOR 3 AGAINST.

**Section III - Imperial Lakes Estates Master Association, Inc.**

The plan of merger was adopted by the members at a special membership meeting of the above-referenced merging corporation on 4/10/03. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 250 FOR 8 AGAINST

Dated this 15<sup>th</sup> day of April, 2003

**SEVENTH: SIGNATURES FOR EACH CORPORATION**

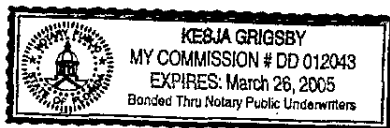
WITNESSES AS TO IMPERIAL  
LAKES ESTATES (UNIT #1)  
CONDOMINIUM ASSOCIATION, INC.

Sign: Lori J. Niles  
Print: Lori J. Niles

Sign: Christine Wagoner  
Print: Christine Wagoner

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2003, by Anthony Arcolesse as President of IMPERIAL LAKES ESTATES (UNIT #1) CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



My commission expires:

3-26-05

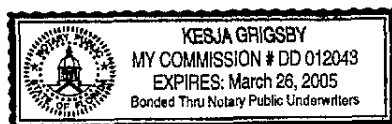
WITNESSES AS TO IMPERIAL  
LAKES ESTATES (UNIT #1)  
CONDOMINIUM ASSOCIATION, INC.

Sign: Lori J. Niles  
Print: Lori J. Niles

Sign: Christine Wagoner  
Print: Christine Wagoner

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2003, by Wayne Bickle as Secretary of IMPERIAL LAKES ESTATES (UNIT #1) CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



My commission expires:

IMPERIAL LAKES ESTATES (UNIT  
#1) CONDOMINIUM ASSOCIATION,  
INC.

By: Anthony R. Arcolesse  
Anthony R. Arcolesse President

Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

IMPERIAL LAKES ESTATES (UNIT  
#1) CONDOMINIUM ASSOCIATION,  
INC.

By: Wayne T. Bickle  
WAYNE T. BICKLE, Secretary

(Corporate Seal)

Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

WITNESSES AS TO IMPERIAL  
LAKES ESTATES, UNIT II,  
CONDOMINIUM ASSOCIATION, INC.

Sign: Lori G. Niles  
Print: Lori G. Niles

Sign: Christine Wagoner  
Print: Christine Wagoner

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April,  
2003, by Richard Prairie as President of IMPERIAL LAKES ESTATES,  
UNIT II, CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is  
personally known to me or has produced \_\_\_\_\_ as identification.



My commission expires: 3-26-05

IMPERIAL LAKES ESTATES, UNIT  
II, CONDOMINIUM ASSOCIATION,  
INC.

By: Richard D. Prairie  
RICHARD D. PRAIRIE, President

Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

WITNESSES AS TO IMPERIAL  
LAKES ESTATES, UNIT II,  
CONDOMINIUM ASSOCIATION, INC.

Sign: Lori G. Niles  
Print: Lori G. Niles

Sign: Christine Wagoner  
Print: Christine Wagoner

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April,  
2003, by Bertha Parkin as Secretary of IMPERIAL LAKES ESTATES,  
UNIT II, CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is  
personally known to me or has produced \_\_\_\_\_ as identification.



My commission expires:

IMPERIAL LAKES ESTATES, UNIT  
II, CONDOMINIUM ASSOCIATION,  
INC.

By: Bertha L. Parkin  
BERTHA L. PARKIN, Secretary

(Corporate Seal)

Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

WITNESSES AS TO IMPERIAL  
LAKES ESTATES, UNIT III,  
CONDOMINIUM ASSOCIATION, INC.

Sign: Lori J. Nicks  
Print: Lori J. Nicks

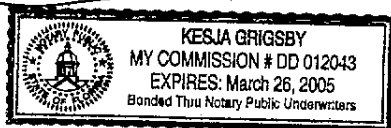
Sign: Christine Wagoner  
Print: Christine Wagoner

STATE OF FLORIDA  
COUNTY OF MANATEE

IMPERIAL LAKES ESTATES, UNIT  
III, CONDOMINIUM ASSOCIATION,  
INC.

By: Thomas J. Collier  
THOMAS J. COLLIER President

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April,  
2003, by Thomas Collier as President of IMPERIAL LAKES ESTATES,  
UNIT III, CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is  
personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

My commission expires:

3-26-05

WITNESSES AS TO IMPERIAL  
LAKES ESTATES, UNIT III,  
CONDOMINIUM ASSOCIATION, INC.

Sign: Lori J. Nicks  
Print: Lori J. Nicks

Sign: Christine Wagoner  
Print: Christine Wagoner

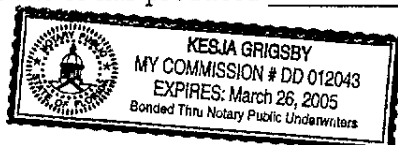
STATE OF FLORIDA  
COUNTY OF MANATEE

IMPERIAL LAKES ESTATES, UNIT  
III, CONDOMINIUM ASSOCIATION,  
INC.

By: Carol M. Kump  
Carol M. Kump, Secretary

(Corporate Seal)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April,  
2003, by Carol Kump as Secretary of IMPERIAL LAKES ESTATES, UNIT  
III, CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally  
known to me or has produced \_\_\_\_\_ as identification.



Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

My commission expires:

WITNESSES AS TO IMPERIAL  
LAKES ESTATES MASTER  
ASSOCIATION, INC.

Sign: Lori J. Niles  
Print: Lori J. Niles

Sign: Christine Wagoner  
Print: Christine Wagoner

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2003, by George Timmer as President of IMPERIAL LAKES ESTATES MASTER ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



IMPERIAL LAKES ESTATES MASTER  
ASSOCIATION, INC.

By: George W. Timmer  
George W. Timmer, President

Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

My commission expires:

3-26-05

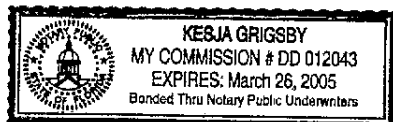
WITNESSES AS TO IMPERIAL  
LAKES ESTATES MASTER  
ASSOCIATION, INC.

Sign: Barbara Lyhae  
Print: Barbara Lyhae

Sign: Lori J. Niles  
Print: Lori J. Niles

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2003, by John Franke as Secretary of IMPERIAL LAKES ESTATES MASTER ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



IMPERIAL LAKES ESTATES MASTER  
ASSOCIATION, INC.

By: John C. Franke  
John C. Franke, Secretary

(Corporate Seal)

Notary Public

Sign: Kesja Grigsby  
Print: Kesja Grigsby  
State of Florida at Large

My commission expires:

3-26-05



Prepared by and return to:  
Kevin T. Wells, Esquire  
Lobeck Hanson & Wells, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**EXHIBIT "A"**

**IMPERIAL LAKES ESTATES**

**PLAN OF MERGER**

**FIRST:** The following plan of merger is submitted in compliance with Section 617.1101 et seq., Florida Statutes and in accordance with the laws of any other applicable jurisdiction for incorporation.

The name and jurisdiction of the **Surviving Corporation:**

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>
Imperial Lakes Estates (Unit #1), Condominium Association, Inc., which shall change its name to IMPERIAL LAKES ESTATES CONDOMINIUM ASSOCIATION, INC.	Florida

**SECOND:** The name and jurisdiction of each **Merging Corporation:**

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>
Imperial Lakes Estates, Unit II, Condominium Association, Inc.	Florida
Imperial Lakes Estates, Unit III, Condominium Association, Inc.	Florida
Imperial Lakes Estates Master Association, Inc.	Florida

**THIRD:** The **terms and conditions of the merger** are as follows:

All assets and liabilities of the merged corporations shall become the assets and liabilities of the surviving corporation, provided, however, that assets or liabilities attributable to any condominium operated by the Association, such as reserve funds or maintenance expenses, shall be budgeted and accounted separately for that condominium, as required by law.

**FOURTH:** A **statement of any changes** in the Articles of Incorporation and Bylaws of the surviving corporation to be effected by the merger are attached hereto as Composite Exhibit "1", and incorporated herein.

**FIFTH:** **Other provisions** relating to the merger are as follows:

The merger shall be effective on **December 1, 2003.**

## AMENDMENTS

### **ARTICLES OF INCORPORATION IMPERIAL LAKES ESTATES ~~(UNIT #1)~~ CONDOMINIUM ASSOCIATION, INC.**

*[Additions are indicated by underline; deletions by ~~strike through~~]*

#### **ARTICLE I NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be IMPERIAL LAKES ESTATES ~~(UNIT #1)~~ CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as Association. In 2003, IMPERIAL LAKES ESTATES, UNIT II, CONDOMINIUM ASSOCIATION, INC., IMPERIAL LAKES ESTATES, UNIT III, CONDOMINIUM ASSOCIATION, INC., and IMPERIAL LAKES ESTATES MASTER ASSOCIATION, INC. were merged into IMPERIAL LAKES ESTATES (UNIT #1) CONDOMINIUM ASSOCIATION, INC., and that corporation's name was changed to IMPERIAL LAKES ESTATES CONDOMINIUM ASSOCIATION, INC. The principal office of said corporation shall be located at 8565 Crowns Court, Palmetto, Florida 34221. The Directors of the Association may change the location of the principal office of said Association from time to time.

#### **ARTICLE II PURPOSES**

PURPOSES: The purposes of this corporation shall be the operation and management of the affairs and property of the condominiums known as IMPERIAL LAKES ESTATES (UNIT #1), A LAND CONDOMINIUM, IMPERIAL LAKES ESTATES (UNIT II), A LAND CONDOMINIUM, IMPERIAL LAKES ESTATES (UNIT III), A LAND CONDOMINIUM, and the common properties subject to the Master Declaration of Covenants recorded at Official Records Book 1097, Page 571 et seq. of the Public Records of Manatee County, Florida, all located in Manatee County, Florida, and to perform all acts provided in the Master Declaration of Covenants, the Declarations of Condominium for the three above-referenced condominiums and the Florida Condominium Act, Chapter 718, Florida Statutes. The Association is also specifically authorized to perform all the purposes and exercise all the powers and duties of the former IMPERIAL LAKES ESTATES MASTER ASSOCIATION, INC. as stated in its Amended and Restated Articles of Incorporation, recorded at Official Records Book 1592, Page 6006 of the Public Records of Manatee County, Florida.

#### **ARTICLE III POWERS**

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act, the Master Declaration of Covenants, and the Declarations of Condominium of the three above-referenced condominiums, all as amended from time to time, except as may be limited or otherwise provided by these Articles.

#### **ARTICLE IV MEMBERS**

All persons owning a vested present interest in the fee title to any of the condominium units of ~~the Condominium~~ IMPERIAL LAKES ESTATES (UNIT #1), A LAND CONDOMINIUM, IMPERIAL LAKES ESTATES (UNIT II), A LAND CONDOMINIUM, and IMPERIAL LAKES ESTATES (UNIT III), A LAND CONDOMINIUM, which interest is evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the Association, or its designee, as provided in said Declarations of Condominium.

After the Association approves of a conveyance of a condominium unit as provided in the Declarations of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a copy of the deed or other instrument of conveyance.

## AMENDMENTS

### BYLAWS

#### IMPERIAL LAKES ESTATES ~~(UNIT #1)~~ CONDOMINIUM ASSOCIATION, INC.

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

1. **Identity.** These are the By-Laws of Imperial Lakes Estates ~~(Unit #1)~~ Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering IMPERIAL LAKES ESTATES (UNIT #1), A Land Condominium, IMPERIAL LAKES ESTATES, UNIT II, A Land Condominium, IMPERIAL LAKES ESTATES, UNIT III, A Land Condominium, and the common properties subject to the Master Declaration of Covenants recorded at O.R. Book 1097, page 571 et seq. of the Public Records of Manatee County, Florida, all located in Manatee County, Florida.
3. **Members.** The members of the Association shall be the record owners of fee title to the units located in IMPERIAL LAKES ESTATES (UNIT #1), A Land Condominium, IMPERIAL LAKES ESTATES, UNIT II, A Land Condominium, IMPERIAL LAKES ESTATES, UNIT III, A Land Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting, assessment and use rights.
  - 3.1 **Qualifications.** Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the unit located in IMPERIAL LAKES ESTATES (UNIT #1), A Land Condominium, IMPERIAL LAKES ESTATES, UNIT II, A Land Condominium, and IMPERIAL LAKES ESTATES, UNIT III, A Land Condominium.
  - 3.4 **Termination of Membership.** The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominiums during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.
  - 4.5 **Voting.**

**Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all unit owners for all purposes, except where otherwise provided by law, the Declarations, the Articles or these By-Laws.

5. **Directors.**

5.1 **Number, Tenure and Qualifications.** The affairs of the Association shall be governed by a Board ~~not less than three nor more than five of nine (9) directors, and shall be fixed at five until changed by adoption of a membership resolution.~~ At the next annual membership meeting, the members shall elect nine (9) new directors, all at large. At such meeting, all existing directors' terms shall expire. The five (5) director candidates receiving the most votes shall be elected to two (2) year terms of office. The four (4) director candidates receiving the next highest number of votes shall be elected to one (1) year terms of office. Thereafter, five (5) directors shall be elected in odd numbered years and two four (4) directors shall be elected in even numbered years. Except for that initial election, all directors shall serve two (2) year terms of office; provided, however, that ~~either the Board of Directors or the membership~~ shall have the authority to temporarily assign a one year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

11. **Fiscal Matters.** The provisions for fiscal management of the Association set forth in the Declarations of Condominium and the Master Declaration of Covenants shall be supplemented by the following:

11.1 **Budgets.** The Board of Directors shall adopt a separate budget of common expense for the each Condominium and shall adopt a separate budget of common expenses for the Association. Copies of the ~~proposed~~ appropriate budgets and a notice stating the time, date and place of the meeting of the Board at which the budgets will be adopted, shall be mailed to or served on the owners of each unit not less than fourteen (14) days before that Board meeting. The proposed budgets must be detailed, and must show the amounts budgeted by income and expense classifications according to the requirements of Florida law.

11.2 **Statutory Reserves for Capital Expenditures and Deferred Maintenance.** ~~There is no requirement for the computation, establishment and funding of statutory reserves since the Condominium does not include any real property or improvements as part of its common elements.~~ The Association shall fund statutory reserves as set forth in Section 718.112(2)(f), Florida Statutes, unless waived by the members as provided therein.

~~11.3 **Operating Reserves.** The Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.~~