

N0400001137

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DANIEL J. LOBECK
MARK A. HANSON*

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THE LAW OFFICES OF
LOBECK & HANSON
PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

CIVIL LITIGATION

PERSONAL INJURY

FAMILY LAW

LAND USE LAW

ESTATES AND TRUSTS

*FLA. SUPR. CT. CERTIFIED MEDIATOR

January 28, 2015

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

Re: Articles of Merger/Plan of Merger
Miramar at Lakewood Ranch Master Association, Inc.;
Miramar Lagoons At Lakewood Ranch Condominium Association, Inc.;
Miramar Lagoons At Lakewood Ranch II Condominium Association, Inc.;
Miramar Lagoons At Lakewood Ranch III Condominium Association, Inc.;
Miramar Links At Lakewood Ranch Condominium Association, Inc.;
Miramar Links At Lakewood Ranch II Condominium Association, Inc.; and
Miramar Links At Lakewood Ranch III Condominium 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 Miramar at Lakewood Ranch Condominium Association, Inc.

Also enclosed are two checks in the amounts of \$210.00 and \$35.00 for the filing fee. Please return confirmation of this filing to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Sincerely,


Leah E. Ellington

LEE/pft
Enclosures

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

FILED
15 FEB -3 PM 4:31
CLERK OF DISTRICT COURT
SARASOTA, FLORIDA

ARTICLES OF MERGER
(Not for Profit Corporations)

MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC.
MIRAMAR LAGOONS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.
MIRAMAR LAGOONS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC.
MIRAMAR LAGOONS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC.
MIRAMAR LINKS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.
MIRAMAR LINKS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC.
MIRAMAR LINKS AT LAKEWOOD RANCH III CONDOMINIUM 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>
MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC.	Florida	N04000011137

The Surviving Corporation shall henceforth be named:

MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
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zm

MIRAMAR LAGOONS AT Florida N05000007037 •
LAKEWOOD RANCH
CONDOMINIUM ASSOCIATION, INC.

MIRAMAR LAGOONS AT Florida N06000006946 •
LAKEWOOD RANCH II
CONDOMINIUM ASSOCIATION, INC.

MIRAMAR LAGOONS AT Florida N09000006704 •
LAKEWOOD RANCH III
CONDOMINIUM ASSOCIATION, INC.

MIRAMAR LINKS AT Florida N05000003190 •
LAKEWOOD RANCH
CONDOMINIUM ASSOCIATION, INC.

MIRAMAR LINKS AT Florida N06000012227 •
LAKEWOOD RANCH II
CONDOMINIUM ASSOCIATION, INC.

MIRAMAR LINKS AT Florida N12000000753
LAKEWOOD RANCH III
CONDOMINIUM ASSOCIATION, INC.

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

FOURTH: The merger shall become effective upon filing with the Florida Department of State, Division of Corporations.

FIFTH: ADOPTION OF MERGER BY SURVIVING CORPORATION

Section I – MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC.

The plan of merger was adopted by the members at the membership meeting of the surviving corporation on December 19, 2014. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 6 () FOR; 0 () AGAINST.

SIXTH: ADOPTION OF MERGER BY MERGING CORPORATIONS

Section I – MIRAMAR LAGOONS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC., MIRAMAR LAGOONS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC., MIRAMAR LAGOONS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC., MIRAMAR LINKS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC., MIRAMAR LINKS AT

LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC., and MIRAMAR LINKS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC.

The plan of merger was adopted by the members at a membership meeting of the above-referenced merging corporation MIRAMAR LAGOONS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC. on December 18, 2014. The plan of merger was adopted by the members at a membership meeting of the above-referenced merging corporation MIRAMAR LAGOONS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC. on December 19, 2014. The plan of merger was adopted by the members at a membership meeting of the above-referenced merging corporation MIRAMAR LAGOONS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC. on December 18, 2014. The plan of merger was adopted by the members at a membership meeting of the above-referenced merging corporation MIRAMAR LINKS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC. on December 18, 2014. The plan of merger was adopted by the members at a membership meeting of the above-referenced merging corporation MIRAMAR LINKS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC. on December 18, 2014. The plan of merger was adopted by the members at a membership meeting of the above-referenced merging corporation MIRAMAR LAGOONS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC. for the merger was sufficient for approval and the vote for the plan was as follows: 18 ☐ FOR; 1 ☐ AGAINST. The number of votes cast by the members of MIRAMAR LAGOONS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC. for the merger was sufficient for approval and the vote for the plan was as follows: 24 ☐ FOR; 0 ☐ AGAINST. The number of votes cast by the members of MIRAMAR LAGOONS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC. for the merger was sufficient for approval and the vote for the plan was as follows: 17 ☐ FOR; 0 ☐ AGAINST. The number of votes cast by the members of MIRAMAR LINKS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC. for the merger was sufficient for approval and the vote for the plan was as follows: 20 ☐ FOR; 0 ☐ AGAINST. The number of votes cast by the members of MIRAMAR LINKS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC. for the merger was sufficient for approval and the vote for the plan was as follows: 18 ☐ FOR; 0 ☐ AGAINST. The number of votes cast by the members of MIRAMAR LINKS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC. for the merger was sufficient for approval and the vote for the plan was as follows: 15 ☐ FOR; 1 ☐ AGAINST.

Dated this 19 day of December, 2014.

4-m

SEVENTH: SIGNATURES FOR EACH CORPORATION

Signed, sealed and delivered
in the presence of:

**MIRAMAR AT LAKEWOOD RANCH
MASTER ASSOCIATION, INC.**

Sign: [Signature]
Print: M. H. CHRIS BROWN

By: [Signature]
Bonnie L. Anderson Vice President

Sign: [Signature]
Print: RANITA M. RUSSELL

By: [Signature]
JUDITH GINNANE, Secretary

Sign: [Signature]
Print: RANITA M. RUSSELL

Sign: [Signature]
Print: Angela Lyons


[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of DEC, 2014, by BONNIE ANDERSON as Vice President of MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced n/a as identification.

Notary Public
Sign: [Signature]
Print: MILLARD H. BROWN

My commission expires:

 **MILLARD H. BROWN** Florida at Large
MY COMMISSION # EE 096083
EXPIRES: June 3, 2015
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of January, 2014, by JUDY GINNANE as Secretary of MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public
Sign: [Signature]
Print: ANDREA ROGERS

My commission expires:

State of Florida at Large



5-m

Signed, sealed and delivered
in the presence of:

**MIRAMAR LAGOONS
AT LAKEWOOD RANCH
CONDOMINIUM ASSOCIATION, INC.**

Sign: [Signature]
Print: M. H. CHRIS BROWN

By: [Signature]
JUDITH TAYLOR Vice President

Sign: [Signature]
Print: DANITA M TULLOCH

Sign: [Signature]
Print: Angela Lyons

By: [Signature]
Janice Morsches Secretary

Sign: [Signature]
Print: DANITA M TULLOCH

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of DEC, 2014, by JUDITH TAYLOR as President of MIRAMAR LAGOONS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.

Notary Public

Sign: [Signature]
Print: MILLARD H. BROWN

My commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE



State of Florida at Large

MILLARD H. BROWN
MY COMMISSION # EE 096083
EXPIRES: June 3, 2015
Bonded Thru Budget Notary Services

The foregoing instrument was acknowledged before me this 9th day of JANUARY, 2015, by Jan Morsches as Secretary of MIRAMAR LAGOONS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Sign: [Signature]
Print: ANDREA ROGERS

My commission expires:

State of Florida at Large



C-M

Signed, sealed and delivered
in the presence of:

MIRAMAR LAGOONS
AT LAKEWOOD RANCH II
CONDOMINIUM ASSOCIATION, INC.

Sign: [Signature]
Print: M. H. CHRIS BROWN

By: [Signature]
Bonnie L. Anderson, President

Sign: [Signature]
Print: DANITA RUDDLE

By: [Signature]
JOHN SAMMONS, Secretary

Sign: [Signature]
Print: DANITA M. RUDDLE

Sign: [Signature]
Print: Angela Lyons

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of DEC, 2014, by BONNIE ANDERSON as President of MIRAMAR LAGOONS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.

Notary Public

Sign: [Signature]
Print: MILLARD H. BROWN
State of Florida at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

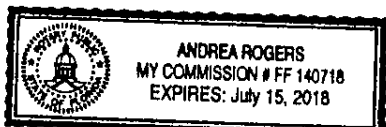


The foregoing instrument was acknowledged before me this 2nd day of JANUARY, 2014, by JOHN SAMMONS as Secretary of MIRAMAR LAGOONS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced [Signature] as identification.

Notary Public

Sign: [Signature]
Print: ANDREA ROGERS
State of Florida at Large

My commission expires:



7.M

Signed, sealed and delivered
in the presence of:

MIRAMAR LAGOONS
AT LAKEWOOD RANCH III
CONDOMINIUM ASSOCIATION, INC.

Sign: [Signature]
Print: RANDY NUSBAUM

By: [Signature]
STEPHEN R. ORR III, President

Sign: [Signature]
Print: Tina Cooper

Sign: [Signature]
Print: Stacy Gallo

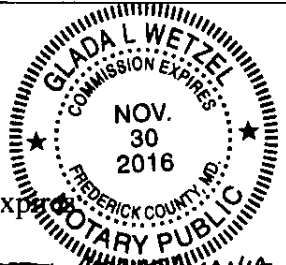
By: [Signature]
CAROL SWEETMAN, Secretary

Sign: [Signature]
Print: JAMES SWINICK

[Corporate Seal]

STATE OF ~~FLORIDA~~ Maryland
COUNTY OF ~~MANATEE~~ Frederick

5 The foregoing instrument was acknowledged before me this 9th day of Jan, 2014, by Stephen R. ORR III as President of MIRAMAR LAGOONS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public

Sign: [Signature]
Print: Glada Wetzel

State of ~~Florida~~ Maryland at Large

My commission expires

STATE OF ~~FLORIDA~~ PENNSYLVANIA
COUNTY OF ~~MANATEE~~ DELAWARE

The foregoing instrument was acknowledged before me this 31st day of Dec, 2014, by CAROL SWEETMAN as Secretary of MIRAMAR LAGOONS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public

Sign: [Signature]
Print: Kandi Petrillo

State of ~~Florida~~ PA at Large

My commission expires: 7/23/2016

Signed, sealed and delivered
in the presence of:

**MIRAMAR LINKS
AT LAKEWOOD RANCH
CONDOMINIUM ASSOCIATION, INC.**

Sign: [Signature]
Print: M.H. CHRIS BROWN

By: [Signature]
ANTHONY J. OLENDIA President

Sign: [Signature]
Print: RAVITA M. RUSSELL

Sign: [Signature]
Print: Bonnie L. Anderson

By: [Signature]
CLAUDE OPPENDO Secretary

Sign: [Signature]
Print: RAVITA M. RUSSELL

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of Dec., 2014, by ANTHONY OLENDIA as President of MIRAMAR LINKS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced NA as identification.

Notary Public

Sign: [Signature]
Print: MILLARD H. BROWN

My commission expires:

State of Florida at Large

STATE OF FLORIDA
COUNTY OF MANATEE



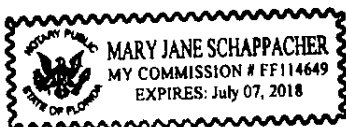
MILLARD H. BROWN
MY COMMISSION # EE 096083
EXPIRES: June 3, 2015
Bonded Thru Budget Notary Services

§ The foregoing instrument was acknowledged before me this 13 day of Jan, 2015, by CLAUDE OPPENDO as Secretary of MIRAMAR LINKS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced NA as identification.

Notary Public

Sign: [Signature]
Print: Mary Jane Schappacher
State of Florida at Large

My commission expires:



9-M

Signed, sealed and delivered
in the presence of:

**MIRAMAR LINKS
AT LAKEWOOD RANCH II
CONDOMINIUM ASSOCIATION, INC.**

Sign: [Signature]
Print: MICHAEL BROWN

By: [Signature]
ELAINE MINARZI, President

Sign: [Signature]
Print: KANITA M. TRUDIE

By: [Signature]
George V. Farrelly, Secretary

Sign: [Signature]
Print: MICHAEL BROWN

Sign: [Signature]
Print: KANITA M. TRUDIE

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of Dec, 2014, by ELAINE MINARZI as President of MIRAMAR LINKS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.

Notary Public

Sign: [Signature]
Print: MILLARD H. BROWN

My commission expires:

State of Florida at Large

STATE OF FLORIDA
COUNTY OF MANATEE



The foregoing instrument was acknowledged before me this 19 day of DEC, 2014, by GEORGE FARRELLY as Secretary of MIRAMAR LINKS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.

Notary Public

Sign: [Signature]
Print: MILLARD H. BROWN

My commission expires:

State of Florida at Large



10-11

Signed, sealed and delivered
in the presence of:

**MIRAMAR LINKS
AT LAKEWOOD RANCH III
CONDOMINIUM ASSOCIATION, INC.**

Sign: Angela Lyons
Print: Angela Lyons

By: Linda Clark
Linda Clark, President

Sign: Ranita M. Tullis
Print: RANITA M. TULLIS

Sign: Curtis M. Richardson
Print: CURTIS M. RICHARDSON

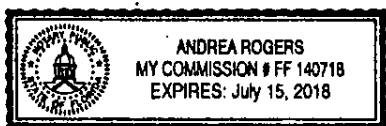
By: Louis H. Roller
LOUIS H. ROLLER, Secretary

Sign: Kathleen Fried
Print: Kathleen Fried

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 9th day of JANUARY 2014, by Linda Clark as President of MIRAMAR LINKS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced as identification.



Notary Public

Sign: Andrea Rogers
Print: ANDREA ROGERS

State of Florida at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

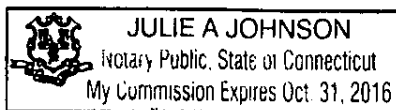
The foregoing instrument was acknowledged before me this 30th day of December 2014, by Louis Roller as Secretary of MIRAMAR LINKS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation. He/She is personally known to me or has produced Fla. Di. Lic as identification.

Notary Public

Sign: Julie A. Johnson
Print: JULIE A. JOHNSON

~~State of Florida at Large~~

My commission expires:



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

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:**

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC.	Florida	N04000011137

The Surviving Corporation shall henceforth be named:

MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MIRAMAR LAGOONS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.	Florida	N05000007037
MIRAMAR LAGOONS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC.	Florida	N06000006946
MIRAMAR LAGOONS AT LAKEWOOD RANCH III CONDOMINIUM ASSOCIATION, INC.	Florida	N09000006704
MIRAMAR LINKS AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.	Florida	N05000003190
MIRAMAR LINKS AT LAKEWOOD RANCH II CONDOMINIUM ASSOCIATION, INC.	Florida	N06000012227

**MIRAMAR LINKS AT
LAKEWOOD RANCH III
CONDOMINIUM ASSOCIATION, INC.**

Florida

N12000000753

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 both before and after the merger, including without limitation reserve funds or maintenance expenses, shall be budgeted and accounted separately for that condominium, as required by law.

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

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

The merger shall be effective upon filing the Articles of Merger with the Florida Division of Corporations.

AMENDMENTS

ARTICLES OF INCORPORATION MIRAMAR AT LAKEWOOD RANCH MASTER ASSOCIATION, INC.

[Underlined text indicates inserted text. Stricken text indicates deleted text.]

ARTICLE I NAME OF CORPORATION AND PRINCIPAL ADDRESS

1.1 Name and Address. The name of this corporation is Miramar at Lakewood Ranch Condominium Association, Inc. ~~Miramar at Lakewood Ranch Master Association, Inc.~~ (herein referred to as the "Master Association"). The principal office shall be located at 9031 Town Center Pkwy, Bradenton, FL 34202 ~~290 Coconut Avenue, Sarasota, Florida 34236~~. The Directors may change the location of the office, as needed.

ARTICLE II PURPOSES

2.1 Purpose. The general nature, object and purposes of the ~~Master~~ Association are:

(a) To accept and hold title to, and manage and administer the use of, the Common Areas of that certain property to be known as "Miramar at Lakewood Ranch," which property is located in Manatee County, Florida, and is more particularly described in that certain document entitled "Miramar at Lakewood Ranch Master Covenants," which is recorded in the Public Records of Manatee County, Florida (Master Covenants).

(b) To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all residential owners or tenants in Miramar at Lakewood Ranch, including, without limitation, the guardhouses and gates, roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, Lifestyle Center, swimming pool and hot tub, parks, landscaping, conservation areas and other similar common areas (and the improvements thereon) as may be set aside by the Developer of Miramar at Lakewood Ranch or transferred from time to time to the ~~Master~~ Association for the common use and benefit of all residential owners or tenant in Miramar at Lakewood Ranch, which areas are herein collectively referred to as "Common Area."

(f) To undertake and carry out all of the duties and obligations which may be assigned to it as the ~~Master~~ Association under the terms and provisions of the Master Covenants or any declarations of restrictions, cooperative bylaws, or condominium declarations applicable to the real property in Miramar at Lakewood Ranch.

(h) To manage and operate MIRAMAR AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 01972, Page 5773 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS

AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2038, Page 6911 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2135, Page 7686 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2305, Page 2474 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2010, Page 1187 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2173, Page 702 et seq. of the Public Records of Manatee County, Florida; and MIRAMAR LINKS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2408, Page 7305 et seq. of the Public Records of Manatee County, Florida (each hereinafter referred to as "a Condominium" and together as "the Condominiums").

ARTICLE III GENERAL POWERS

3.1 Powers. The ~~Master~~ Association shall have all the powers and duties set forth in the Master Covenants, the laws of the State of Florida and these Articles of Incorporation, along with all the powers and duties reasonably necessary to maintain and manage the ~~Master~~ Association pursuant to the Master Covenants as it may be amended from time to time, including but not limited to the following:

(a) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes of activities of the ~~Master~~ Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the ~~Master~~ Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(b) To establish a budgets and to fix assessments to be levied against the assessable property in Miramar at Lakewood Ranch pursuant to the Master Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the ~~Master~~ Association and to create reasonable reserves for such expenditures, including a reasonable contingency funds for the ensuing year and a reasonable annual reserves for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(d) To place liens against any property subject to assessment in Miramar at Lakewood Ranch for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the ~~Master~~ Association's business.

(f) To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the ~~Master~~ Association is organized.

(g) To delegate such of the powers of the ~~Master~~ Association as may be deemed to be in the Association's best interest by the Board of Directors.

(h) To charge recipients of services rendered by the ~~Master~~ Association and users of property of the ~~Master~~ Association as deemed appropriate by the Board of Directors.

(i) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the ~~Master~~ Association.

(j) To borrow money for the acquisition of property or for any other lawful purposes of the ~~Master~~ Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the ~~Master~~ Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the ~~Master~~ Association wherever situated.

(k) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the ~~Master~~ Association, the terms and provisions of the Master Covenants, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of Miramar at Lakewood Ranch, specifically including the Condominiums.

3.2 Assets Held in Trust. All funds and properties acquired by the ~~Master~~ Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Master Covenants, these Articles of Incorporation and the Bylaws of the ~~Master~~ Association.

3.3 Limitation on Exercise of Power. The powers of the ~~Master~~ Association shall be subject to and shall be exercised in accordance with the provisions of the Master Covenants and the Bylaws of the ~~Master~~ Association.

ARTICLE IV MEMBERS

4.1 Members. The Members of the corporation shall consist of all Unit Owners of the Cecondominiums, ~~cooperative, and homeowner associations that are Member Associations as defined under the Master Covenants.~~

4.2 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the ~~Master~~ Association cannot be assigned, hypothecated or transferred in any manner.

4.3 Voting. On all matters to which the Members shall be entitled to vote directly, each Member shall be entitled to one vote for each of its assessments shares. Such vote shall be cast by the President of the Board of Directors of the Association, or Vice-President in the absence of the President, of each Member Association and unless a different vote is required by the Master Covenants, the Declaration of Condominium of any of the Condominiums, these Articles of Incorporation or the Bylaws of the ~~Master~~ Association, a simple majority shall rule.

ARTICLE V BOARD OF DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting initially of five (5) ~~three (3)~~ Directors. ~~The number of Directors comprising succeeding Boards of Directors shall be as provided from the time to time in the Bylaws of the Association, but in no event shall there be less than three (3).~~

5.2 Members. Each Director shall be a Member or the spouse of a Member of a Member Association provided, however, that any Director who is a representative of the Developer need not be a Member of a Member Association.

5.3 Election of Directors. ~~Subject to the rights of Developer reserved in the Bylaws of the Master Association,~~ The Board of Directors shall be elected at-large, with no specific amount of Directors required to be from any of the Condominiums composed of the presidents of the Member Associations.

ARTICLE VI OFFICERS

6.1 Officers. The officers of the ~~Master~~ Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. The President and Vice President shall be elected from among the membership of the Board of Directors at its first meeting following the annual meeting of the Members of the Association. The Secretary and Treasurer shall also be elected at the annual meeting of the Members of the Association. The Secretary and Treasurer shall also be elected at the annual meeting of the Board of Directors. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. Such officers under the direction of the Board of Directors shall administer the affairs of the ~~Master~~ Association. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws. The initial officers of the corporation are set forth in Article V hereof.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

9.1 Proposal and Notice. An amendment to these Articles of Incorporation may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within ninety (90) days of delivery of the petition to the Board membership.

9.2 APPROVAL. A proposed amendment must be approved by not less than a majority of the voting interests of the Association.

9.3 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Manatee County, Florida.

~~9.1 — Amendments. These Articles may be altered, amended or repealed upon a vote of the Directors representing a majority of the assessment shares. No amendment affecting the rights of Developer shall be effective without the prior written consent of Developer.~~

~~9.2 — Limitation on Amendments. No amendment shall be made that is in conflict with Chapters 617 or 720, Florida Statutes.~~

~~9.3 — Developer Amendments. Until such time as the Developer has transferred control of the Master Association to the members, these Articles of Incorporation and Bylaws may be amended by affirmative resolution of the Board of Directors of the Association without any notice, meeting or approval of the members as otherwise generally provided in these Articles. However, no such amendment shall materially alter or modify the voting rights of the members or the general scheme of development provided in the Master Covenants, these Articles, and the Bylaws. Provided further, that no amendment to these Articles may otherwise be adopted by the members without the prior written consent of the Developer for so long as it has the right to control the Board of Directors of this Master Association.~~

~~9.4 — Certification. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Manatee County, Florida.~~

**ARTICLE XI
BUDGET AND EXPENDITURES**

11.1 Budgets. The Board of Directors shall annually adopt a budgets for the operation of the ~~Master~~ Association for the ensuing year and for the purpose of levying assessments against all assessable property in Miramar at Lakewood Ranch, which budgets shall be conclusive and binding upon all persons; provided however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

**ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION**

14.1 Expiration of Term. Upon expiration of the term of the Master Covenants, the ~~Master~~ Association may be dissolved upon a resolution to that effect being approved by Members representing two-thirds of the assessment shares.

14.2 Distribution of Assets. Upon dissolution of the ~~Master~~ Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) Any property determined by the Board of Directors of the ~~Master~~ Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(b) All remaining assets of the proceeds from the sale of such assets, shall be distributed among the Members in proportion to the assessment shares of each Member of the ~~Master~~ Association.