

P98000082068



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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Echelon at Twenty-Mile Village Inc.

☐ Walk In

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NEED TODAY RUSH

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☐ ALL CHARTER DOCS

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<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
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REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
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☐ Certificate of FICTITIOUS NAME

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FILED
00 FEB 29 PM 5:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
00 FEB 29 PM 5:52
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

G. COULLIETTE MAR 01 2000

Ordered By: _____

Date: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

ECHELON AT TWENTY MILE VILLAGE, INC., a Florida corporation,
P98000082068

INTO

TWENTY MILE VILLAGE ACQUISITION CORP., a Delaware corporation not
qualified in Florida.

File date: February 29, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
ECHELON AT TWENTY MILE VILLAGE, INC.,
a Florida corporation
AND
TWENTY MILE VILLAGE ACQUISITION CORP.,
a Delaware corporation

FILED
00 FEB 29 PM 5:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

FIRST: Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Echelon at Twenty Mile Village, Inc. with and into Twenty Mile Village Acquisition Corp.

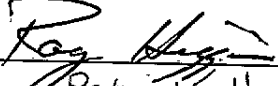
SECOND: The shareholders entitled to vote on the aforesaid Agreement and Plan of Merger of Echelon at Twenty Mile Village, Inc. approved and adopted the Agreement and Plan of Merger by unanimous written consent shareholders held on February 28, 2000.

THIRD: The shareholders of Twenty Mile Village Acquisition Corp. entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by written consent given by them on February 28, 2000 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

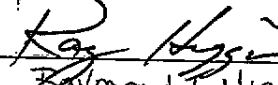
FOURTH: The merger of Echelon at Twenty Mile Village, Inc. with and into Twenty Mile Village Acquisition Corp. is permitted by the laws of the jurisdiction of organization of Twenty Mile Village Acquisition Corp. and has been authorized in compliance with said laws.

Executed on this 28th day of February, 2000.

ECHELON AT TWENTY MILE VILLAGE,
INC., a Florida corporation

By: 
Name: Raymond F. Higgins
Title: President

TWENTY MILE VILLAGE ACQUISITION
CORP., a Delaware corporation

By: 
Name: Raymond F. Higgins
Title: President

**AGREEMENT AND PLAN OF MERGER
BETWEEN
ECHELON AT TWENTY MILE VILLAGE, INC.
AND
TWENTY MILE VILLAGE ACQUISITION CORP.**

This Agreement of Merger and Plan of Reorganization (this "Agreement") is dated as of February 28, 2000, between Twenty Mile Village Acquisition Corp., a Delaware corporation (the "Surviving Corporation"), and Echelon at Twenty Mile Village, Inc., a Florida corporation (the "Disappearing Corporation").

WHEREAS, Echelon Residential Incorporated, a Florida corporation, is the sole stockholder of the Surviving Corporation and the sole stockholder of the Disappearing Corporation; and

WHEREAS, the respective Directors of the Disappearing Corporation and the Surviving Corporation have determined that it is in the best interests of their respective corporations and stockholders to merge the Disappearing Corporation with and into the Surviving Corporation upon the terms and conditions herein provided; and

WHEREAS, the respective Directors of the Disappearing Corporation and the Surviving Corporation have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders; and

WHEREAS, the respective stockholders of the Disappearing Corporation and the Surviving Corporation have approved this Agreement and the merger contemplated hereby (the "Merger"); and

WHEREAS, the respective Directors and stockholders of the Disappearing Corporation and the Surviving Corporation intend that the merger contemplated hereby be a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Disappearing Corporation and Surviving Corporation hereby agree to merge according to the following terms and conditions:

1. Parties. The exact names and jurisdiction of each party to the Merger is as follows:

<u>Disappearing Corporation</u>	<u>Jurisdiction</u>
Echelon at Twenty Mile Village, Inc.	Florida
<u>Surviving Corporation</u>	<u>Jurisdiction</u>
Twenty Mile Village Acquisition Corp.	Delaware

2. Merger. Upon the Effective Date (defined below), the Disappearing Corporation shall, pursuant to the provisions of the Delaware General Corporation Law and the Florida Business Corporation Act, be merged with and into the Surviving Corporation.

AGREEMENT OF MERGER

3. Effective Date. The Merger shall become effective upon the filing of the Certificate of Merger pursuant to Subsection (c) of Section 251 of the General Corporation Law of Delaware and the filing of the Articles of Merger pursuant to Section 607.1109 of the Florida Business Corporation Act (the "Effective Date").

4. Surviving Corporation. The Surviving Corporation shall continue its existence under its present name pursuant to the provisions of the General Corporation Law of Delaware. The purposes of the Surviving Corporation and the county where the registered office for the Surviving Corporation shall be located shall be as they appear in the Certificate of Incorporation of the Surviving Corporation.

5. Compliance With Law. The parties shall take such steps as may be necessary under the Delaware General Corporation Law, the Florida Business Corporation Act or otherwise to give effect to this Agreement, including the filing of a Certificate of Merger in the offices of the Secretary of State of the State of Delaware pursuant to Subsection (c) of Section 251 of the General Corporation Law of Delaware and the filing of Articles of Merger in the offices of the Department of State of the State of Florida pursuant to Section 607.1109 of the Florida Business Corporation Act.

6. Name. The name of the Surviving Corporation shall be "Twenty Mile Village Acquisition Corp."

7. Certificate of Incorporation of Surviving Corporation. The Certificate of Incorporation of the Surviving Corporation, as in effect on the Effective Date, shall be the Certificate of Incorporation of the Surviving Corporation.

8. Bylaws. The bylaws of the Surviving Corporation, as in effect on the Effective Date, shall be the bylaws of the Surviving Corporation.

9. Directors and Officers. The directors and officers in office of the Surviving Corporation upon the Effective Date shall continue to be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall serve in accordance with the terms of their election to such board or office.

10. Retirement of Stock. From and after the Effective Date, each share of common stock issued and outstanding of the Disappearing Corporation shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired without payment of any consideration therefor and shall cease to exist. The certificates representing such shares shall be surrendered to the Surviving Corporation for cancellation. Due to the fact that the sole stockholder of the Disappearing Corporation is also the sole stockholder of the Surviving Corporation, no new shares shall be issued as a result of the Merger. From and after the Effective Date, all of the shares of capital stock held in treasury of the Surviving Corporation prior to the Effective Date shall be cancelled and retired without payment of any consideration therefor and shall cease to exist.

11. Further Assurances. From time to time, as and when required by applicable law or by the Surviving Corporation or by its successors and assigns, there shall be executed, delivered, filed and/or recorded on behalf of the Disappearing Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in, or to confer or record to, the Surviving Corporation the title to and possession of all of the property interests, assets, rights, privileges, immunities, powers, franchises and authority of the Disappearing Corporation, and otherwise to carry out the purposes and intent of this Agreement, and the officers and directors of

AGREEMENT OF MERGER

Page 2

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the Surviving Corporation are fully authorized in the name and on behalf of the Disappearing Corporation or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

12. Amendment. This Agreement may be amended in any manner (except that any principal terms hereof may not be amended without the approval of the stockholders of the Disappearing Corporation and the Surviving Corporation if required by law) as may be determined in the judgment of the respective Directors of the Disappearing Corporation and the Surviving Corporation to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Agreement.

13. Abandonment. Notwithstanding the full authorization of the Merger herein provided for, the Merger may be abandoned at any time prior to the Effective Date in the event that the Directors of the Surviving Corporation or the Disappearing Corporation pass a resolution providing for the abandonment of the Merger.

14. Rights and Duties of Surviving Corporation. On the Effective Date and for all purposes the separate existence of the Disappearing Corporation shall cease and they shall be merged with and into the Surviving Corporation which shall thereupon and thereafter possess all the rights, privileges, immunities, licenses and franchises (whether of a public or private nature) of the Disappearing Corporation; and all property (real, personal and mixed), all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to the Disappearing Corporation shall continue and be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in the Disappearing Corporation shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of the Disappearing Corporation; and, to the extent permitted by law, any claim existing, or action or proceeding pending, by or against the Disappearing Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of such corporation. Neither the rights of creditors nor any liens upon the property of the Disappearing Corporation shall be impaired by the Merger.

15. Tax and Accounting Treatment of Merger. The parties hereto intend that the Merger shall constitute a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended. This Agreement is intended to constitute a plan of reorganization within the meaning of Income Tax Regulation Section 1.368-2(g).

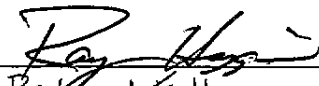
16. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by the undersigned on the date first written above.

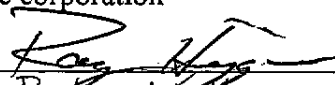
DISAPPEARING CORPORATION:

**ECHOLON AT TWENTY MILE VILLAGE,
INC.,**
a Florida corporation

By: 
Name: Raymond F. Higgins
Title: President

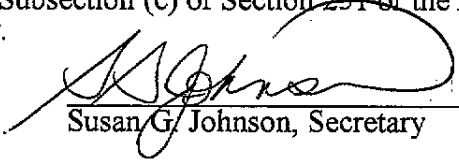
SURVIVING CORPORATION:

**TWENTY MILE VILLAGE ACQUISITION
CORP.,**
a Delaware corporation

By: 
Name: Raymond F. Higgins
Title: President

I hereby certify that a majority of the outstanding stock of Twenty Mile Village Acquisition Corp. entitled to vote voted for the adoption of this Agreement in accordance with Subsection (c) of Section 251 of the Delaware General Corporation Law.

Attest:


Susan G. Johnson, Secretary