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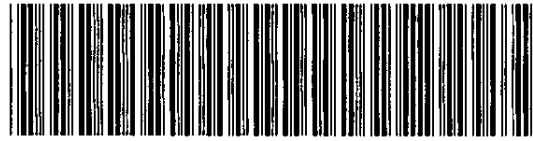
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TALLAHASSEE, FLORIDA

[Signature] 9/10/13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CUTLER BAY APARTMENTS, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Alberto N. Moris

Contact Person

Moris & Associates

Firm/Company

8700 West Flagler, Suite 120

Address

Miami, Florida 33174

City, State and Zip Code

amoris@anmpa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Alberto N. Moris, Esq. at (305) 559-1600

Name of Contact Person

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Cutler Bay Apartments, LLC	Florida	LLC
First West Cutler Gardens, LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Cutler Bay Apartments, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Effective as of the Date of Filing

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:



a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Cutler Bay Apartments, LLC		Maria Fuentes
First West Cutler Gardens, LLC		Julio Lago

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

**PLAN OF MERGER BETWEEN
CUTLER BAY APARTMENTS, LLC and
FIRST WEST CUTLER GARDENS, LLC**

THIS PLAN OF MERGER ("Plan") is made on August 28, 2013 by and between First West Cutler Gardens, LLC, a Florida limited liability company, 10820 SW 200th Drive, Miami, Florida 33157, and Cutler Bay Apartments, LLC, a Florida limited liability company, 10820 SW 200th Drive, Miami, Florida 33157.

FIRST: The exact name, form/entity type, and jurisdiction for each **Merging Company** are as follows

Cutler Bay Apartments, LLC, a Florida limited liability company, 10820 SW 200th Drive, Miami, Florida 33157 (hereinafter the "Surviving Company")

First West Cutler Gardens, LLC, a Florida limited liability company, 10820 SW 200th Drive, Miami, Florida 33157 (hereinafter the "Merging Company")

SECOND: The exact name, form/entity type, and jurisdiction of the **Surviving Company** are as follows:

Cutler Bay Apartments, LLC, a Florida limited liability company, 10820 SW 200th Drive, Miami, Florida 33157

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

1. The Articles of Organization of the Surviving Company at the effective time and date of the merger shall be the Articles of Organization of said Surviving Company and said Articles of Organization shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

2. The present regulations of the Surviving Company will be the regulations of said Surviving Company and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Limited Liability Act.

3. The managing members of the Surviving Company at the effective time and date of the merger shall be the managing members of the Surviving Company, all of whom shall hold their respective offices until the election and qualification of their successors or until their tenure is otherwise terminated in accordance with the regulations of the Surviving Company.

4. All liabilities of the Merging Company shall become the responsibility of the Surviving Company.

5. Pursuant to the provisions of the Florida Limited Liability Company Act, the Surviving and Merging Companies shall be merged with and into a single company, which shall be the surviving company and which shall continue to exist as said Surviving Company under its present name pursuant to the provisions of the Florida Limited Liability Company Act.

6. Surviving Company, and without further transfer, shall succeed to and possess all of the rights, privileges and powers of Merging Company and all of the assets and property of whatever kind and character of Merging Company shall vest in the Surviving Company without further act or deed; thereafter, Surviving Company shall be liable for all of the liabilities and obligations of Merging Company, and any claim or judgment against Merging Company may be enforced against Surviving Company.

7. Surviving Company shall file a certificate of merger with the Secretary of State, as required by the laws of the State of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Merging Company holds real property.

8. If at any time Surviving Company considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in Surviving Company the title to any property or rights of Merging Company, or otherwise carry out the provisions of this Agreement, the Merging Company and Surviving Company agree that the managers of Merging Company, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the Surviving Company reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in Surviving Company, and otherwise carry out the provisions of this Agreement.

FOURTH: The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows and the manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property are as follows:

Each issued membership interest of the Merging (terminating) Company shall at the effective time of the merger, be cancelled. The issued shares of the Surviving Company shall not be converted or exchanged in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one (1) issued share of the surviving company.

FIFTH:

For United States federal income tax purposes, the parties hereto intend the Merger to be an Assets-Over Form merger.

FIFTH: The effective date of this Plan shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

SIXTH: The name and address of the manager of the Surviving Company is as follows:

Maria Fuentes, Manager, Cutler Bay Apartments, LLC, 10820 SW 200 DR, SUITE 100,
Miami, Florida 33157

SIXTH:

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

Applicable Law

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

Approvals

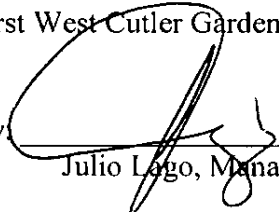
The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

DATED: August 28, 2013.

MERGING COMPANY:

First West Cutler Gardens, LLC

By: _____


Julio Lago, Manager

SURVIVING COMPANY:

Cutler Bay Apartments, LLC:

By: _____


Maria Fuentes, Manager