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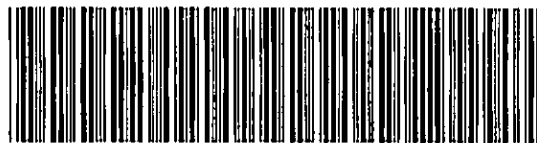
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SECRETARY OF STATE  
TALLAHASSEE, FL

g. 11/01/2022

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** ENCLAVE AT DORAL MASTER ASSOCIATION, INC.  
\_\_\_\_\_  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Carla A. Jones, Esq.  
\_\_\_\_\_  
(Contact Person)

Law Office of Carla Jones, P.A.  
\_\_\_\_\_  
(Firm/Company)

1125 NE 125 Street, Suite 103  
\_\_\_\_\_  
(Address)

North Miami, FL 33161  
\_\_\_\_\_  
(City/State and Zip Code)

For further information concerning this matter, please call:

Carla A. Jones, Esq. At ( 786 ) 378-8243  
\_\_\_\_\_  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**

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

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303



LAW OFFICE OF

**CARLA JONES, P.A.**

Office Address | 1125 N.E. 125<sup>th</sup> Street, Suite 103, North Miami, FL 33161

Mailing Address | PO Box 450459, Fort Lauderdale, FL 33345

[www.cjlawoffices.com](http://www.cjlawoffices.com) | [info@cjlawoffices.com](mailto:info@cjlawoffices.com)

786.378.8246 Tel. | 305.398.9651 Fax

Carla A. Jones

Friday, October 7, 2022

**VIA FEDERAL EXPRESS (Your tracking number: 770146990014)**

Florida Department of State  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

RE:	Articles of Merger
	Enclave at Doral Club Condominium Association, Inc.
	Enclave at Doral Master Association, Inc.

To whom it may concern:

Enclosed please find the following;

1. The Articles of Merger; and
2. Check no.1312 in the amount of \$105.00.

Please feel free to contact me at 786-378-8243 if you have any questions.

Thank you.

Sincerely,

**Law Office of Carla Jones, P.A.**

  
Carla A. Jones, Esq.

# **ARTICLES OF MERGER**

(Not for Profit Corporations)

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> (If known/ applicable)
ENCLAVE AT DORAL MASTER ASSOC	FLORIDA	N05000009496

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ENCLAVE AT DORAL MASTER ASSOCIATION, INC.	FLORIDA	N05000009496
ENCLAVE AT DORAL CLUB CONDOMINIUM ASSOCIATION, INC.	FLORIDA	N05000009507

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

**OR** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

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TALLAHASSEE, FL

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on June 29, 2022.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
80 FOR 0 AGAINST

**SECTION II**

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the merging corporation(s) on June 29, 2022. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 80 FOR 0 AGAINST

**SECTION II**

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on \_\_\_\_\_. The number of directors in office was \_\_\_\_\_. The vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of the chairman/  
vice chairman of the board  
or an officer.

Typed or Printed Name of Individual & Title

ENCLAVE AT DORAL MASTER

LUIS OSIO, PRESIDENT

ASSOCIATION, INC.

FERNANDO MANFRINI, SECRETARY

ENCLAVE AT DORAL CLUB

LUIS OSIO, PRESIDENT

CONDOMINIUM ASSOCIATION, INC.

CALEB JOHNSTON, SECRETARY

Prepared by and Return to  
Carla A. Jones, Esq.  
Law Office of Carla Jones, P.A.  
550 NE 124th Street  
North Miami, FL 33161  
(786) 378-8243

CFN 20220532662 BOOK 33270 PAGE 3989  
DATE 07/01/2022 02:52:06 PM  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**PLAN AND AGREEMENT OF MERGER BETWEEN ENCLAVE AT  
DORAL MASTER ASSOCIATION, INC. AND ENCLAVE AT DORAL CLUB  
CONDOMINIUM ASSOCIATION, INC.**

This Plan and Agreement of Merger, made and entered into this 29<sup>th</sup> day of June, 2022 by and between **Enclave at Doral Master Association, Inc.** and (hereafter "Master Association") and **Enclave at Doral Club Condominium Association, Inc.** (hereafter "Club Condominium"), each of which are Florida not for profit corporations, said corporations being hereinafter sometimes referred to jointly as "the Associations."

**WITNESSETH:**

WHEREAS, the Declaration of Condominium establishing **Enclave at Doral Master Association, Inc.**, was recorded on March 9, 2006, in Official Records Book 24304, at Pages 2207-2296, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Declaration of Condominium establishing **Enclave at Doral Club Condominium Association, Inc.**, was recorded on March 9, 2006, in Official Records Book 24304, at Pages 1789-1918, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, on March 9, 2006, Developer, **Enclave at Doral, LLC** recorded that certain **Enclave at Doral Club Plan** as Exhibit 5 to the Declaration of Condominium for **Enclave at Doral Club Condominium** in Official Records Book 24304, at Page 1789 of the Public Records of Miami-Dade County, Florida. Additionally, the **Enclave at Doral Club Plan** is also recorded on March 9, 2006 in Official Records Book 24304, at Pages 2044-2105 of the Public Records of Miami-Dade County, Florida and was further amended by that certain First Amendment to **Enclave at Doral Club Plan** recorded on November 29, 2007 in Official Records Book 26071, at Page 1563 of the Public Records of Miami-Dade County, Florida (collectively, the "Club Plan"); and

WHEREAS, **Enclave at Doral, LLC** transferred any and all of its rights, title and ownership interest in and to the certain Recreational Units Nos. 1 through 9 of **Enclave at Doral Club Condominium Association, Inc.** to the Master Association by way of that certain Special Warranty Deed dated November 30, 2007, recorded on December 12, 2007 in Official Records Book 26101, at Pages 3305-3308, of the Public Records of Miami-Dade County, Florida. Further, **Enclave at Doral, LLC** assigned any and all rights of Club Owner as defined in that certain Club Plan to the Master Association by way of that certain Assignment and Assumption of Club Owner Rights Agreement dated December 3, 2007, recorded on December 12, 2007 in Official Records Book 26101, at Pages 3309-3312, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, pursuant to the Assignment and the Assumption of Club Owner Rights Agreement, the Master Association assumed all obligations as the Club Owner under the Club Plan and assumed control of the **Enclave at Doral Club Condominium Association, Inc.**

WHEREAS, the Board of Directors of the Associations deems it advisable that the Club Condominium be merged into the Master Association on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of Florida Statutes Chapter 617 which permits such mergers.

*Handwritten initials: "HJ" and "CJ"*

WHEREAS, at a duly called and noticed meeting of the Members held on **Wednesday, June 29, 2022**, the proposed merger received approval or adoption thereof by the vote of not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum (30%) has been attained and was ratified by a majority of the Board as a whole.

WHEREAS, the subject merger shall be effective upon the execution of this Plan and Agreement of Merger.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and conditions hereinafter set forth, Master Association and Club Condominium, by their Board of Directors and members, hereby agree as follows:

#### ARTICLE I

**Enclave at Doral Master Association, Inc. and Enclave at Doral Club Condominium Association, Inc.** shall be merged into a single corporation, in accordance with the provisions of Florida Statutes Chapter 617, and **Enclave at Doral Master Association, Inc.** shall be the surviving corporation of the merger.

#### ARTICLE II

Upon the merger becoming effective:

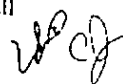
(1) The Master Association and Club Condominium shall be a single not for profit corporation and the name of **Enclave at Doral Master Association, Inc.**, the surviving corporation, shall remain the same;

(2) The separate existence of the Master Association and Club Condominium shall cease, except to the extent provided for by the laws of the State of Florida in the case of a corporation after its merger with another corporation;

(3) The surviving corporation shall thereupon possess all the rights, privileges, immunities and franchises of each of the Master Association and the Club Condominium, and all property, real, personal and mixed, and debts due on whatever account, and all choses in action, and every other interest belonging to or due to each of them shall be deemed to be transferred to and vested in **Enclave at Doral Master Association, Inc.**, as the surviving corporation, without further act or deed; and the title to any real estate, or any interest therein, vested in the Master Association and the Club Condominium shall not revert to or be in any way impaired by reason of the merger but shall vest in the surviving corporation;

(4) The surviving corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of the Master Association and the Club Condominium; and any claim existing or action or proceeding pending by or, against the Master Association and the Club Condominium may be prosecuted to judgment by the surviving corporation as if the merger had not taken place, or the surviving corporation may be substituted in place of the Master Association or the Club Condominium. Neither the rights of creditors nor any liens upon the property of the Master Association or the Club Condominium shall be impaired by the merger;

(5) The Declaration of Covenants, Conditions, and Restrictions and By-laws for **Enclave at Doral Master Association, Inc.** and the Declaration of Covenants, Conditions and Restrictions for **Enclave at Doral Club Condominium Association, Inc.** and the **Enclave at Doral Club Plan** shall





remain binding and in full force and effect against the property and Unit Owners bound by those documents:

(6) The Articles of Incorporation of **Enclave at Doral Master Association, Inc.** shall be the Articles of Incorporation for the surviving corporation.

#### ARTICLE III

The surviving corporation shall pay all expenses of carrying this Plan and Agreement of Merger into effect and accomplishing the merger provided for herein.

#### ARTICLE IV

The assets and liabilities of **Enclave at Doral Master Association, Inc.** and **Enclave at Doral Club Condominium Association, Inc.**, at the effective date of the merger, shall be taken on the books of the surviving corporation at the amounts at which they, respectively, shall carry on their books on such date.

#### ARTICLE V

The Board of Directors of **Enclave at Doral Master Association, Inc.**, the surviving corporation, shall be the same persons constituting the Board of Directors of **Enclave at Doral Master Association, Inc.** immediately prior to the effective date of the merger, and such persons shall hold office until the next annual meeting of the members and until their respective successors are elected according to the bylaws of the surviving corporation. The term of all offices of the surviving corporation shall continue and each shall be deemed to be the officers of the surviving corporation upon the effective date of the merger. Thereafter, other persons may be elected or appointed to such offices from time to time in accordance with the bylaws of the surviving corporation.

#### ARTICLE VI

If at any time the surviving corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the surviving corporation the title to any property or rights of the Master Association and Club Condominium, the proper officers and directors of the Master Association or the Club Condominium shall execute and deliver all such proper assignments, conveyances and assurances in law and do all things necessary or proper to vest such property or rights in the surviving corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

#### ARTICLE VII

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by either the Master Association or Club Condominium by the adoption of any appropriate resolution by any Board of Directors abandoning the merger, at any time prior to the filing of these Articles of Merger by the Secretary of State of Florida, and by notifying the other association of the adoption of such resolution.

#### ARTICLE VIII


This Plan and Agreement of Merger was submitted to the members of the Master Association and the Club Condominium as provided by law, and shall take effect and be deemed to be the Plan and Agreement of Merger of said corporations upon the approval or adoption thereof by the vote of not less than eighty percent (80%) of the Voting Interests


WHD  
CF

represented at any meeting at which a quorum<sup>1</sup> has been attained (pursuant to the Club Condominium Declaration) and upon the execution, filing and recording of such documents and the doing of such acts required to accomplish the merger under the provisions of Florida Statutes Chapter 617.

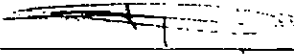
IN WITNESS WHEREOF, Enclave at Doral Master Association, Inc. and Enclave at Doral Club Condominium Association, Inc. each have caused this Plan and Agreement of Merger to be signed by a majority of its Board of Directors as of the day and year first above written.


Signed in the presence of:

  
Signature of witness  
Printed Name: Fernando Menchini  
(legibly printed)

  
Signature of witness  
Printed Name: Silvina Quieto  
(legibly printed)

Enclave at Doral Master Association,  
Inc., a Florida corporation not-for-profit

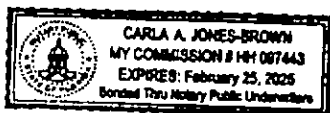
By:   
Print Name: Luis Osio  
Title: PRESIDENT

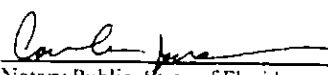
By:   
Print Name: CALEB JOHNSTON  
Title: BOARD MEMBER

STATE OF FLORIDA  
COUNTY OF MIAMI DADE


The foregoing instrument was subscribed and sworn to before me by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of June, 2022, by Luis Osio, as President and Caleb Johnston, as Secretary of Enclave at Doral Master Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification.

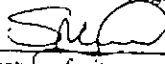
BOARD MEMBER  
of



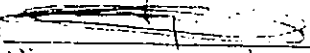
  
Notary Public, State of Florida  
Printed name of notary public: Carla Jones-Brown  
Commission # HH 087443

Signed in the presence of:

  
Signature of witness  
Printed Name: Fernando Menchini  
(legibly printed)

  
Signature of witness  
Printed Name: Silvina Quieto  
(legibly printed)

Enclave at Doral Club Condominium  
Association, Inc., a Florida corporation  
not-for-profit

By:   
Print Name: Luis Osio  
Title: PRESIDENT

By:   
Print Name: CALEB JOHNSTON  
Title: SECRETARY

<sup>1</sup> Pursuant to the Club Condominium by-laws a quorum at a Members Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast thirty percent (30%) of the Voting Interests of the Unit Owners.

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

The foregoing instrument was subscribed and sworn to before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of June, 2022, by Luis Osio, as President and Caleb Johnston, as Secretary of Enclave at Doral Club Condominium Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification.



Carla Jones-Brown  
Notary Public, State of Florida  
Printed name of notary public: Carla Jones-Brown  
Commission # HH 097443