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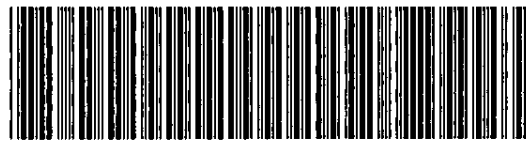
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DIVISION OF CORPORATIONS
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Merger

FEB 14 2013

T. BROWN

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& DeBoest, PLLC
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Margot J. Wainger
Danielle M. Zemola

February 7, 2013

Department of State
Division of Corporations
Corporate Filings
Post Office Box 6327
Tallahassee, FL 32314

Re: Articles of Merger of Greenlinks I Condominium Association, Inc., Greenlinks II Codominium Association, Inc., Greenlinks III Condominium Association, Inc., Greenlinks IV Condominium Association, Inc. and Greenlinks Master Association, Inc. to become known as Greenlinks Condominium Association, Inc.

To Whom It Concerns:

Enclosed are an original and one copy of the Articles of Merger of Greenlinks I Condominium Association, Inc., Greenlinks II Codominium Association, Inc., Greenlinks III Condominium Association, Inc., Greenlinks IV Condominium Association, Inc. and Greenlinks Master Association, Inc., to become known as Greenlinks Condominium Association, Inc. I have also enclosed this firm's check in the amount of \$186.75, which represents the merger fee for each Association, and the fee to obtain a certified copy. Please return the certified copy to our office in the envelope provided.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly,

GOEDE, ADAMCZYK & DEBOEST, PLLC

Richard D. DeBoest, II

Richard D. DeBoest, II, Esq.
For the Firm
Signed electronically to avoid delay.

RDDII:kg
Enclosures

8950 Fontana Del Sol Way, Suite 100
Naples, Florida 34109
239.331.5100 Phone
239.331.5101 Fax

8200 Northwest 33rd Street, Suite 300
Miami, Florida 33122
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ARTICLES OF MERGER

Of

**GREENLINKS I CONDOMINIUM ASSOCIATION, INC.
GREENLINKS II CONDOMINIUM ASSOCIATION, INC.
GREENLINKS III CONDOMINIUM ASSOCIATION, INC.
GREENLINKS IV CONDOMINIUM ASSOCIATION, INC.**

AND

**GREENLINKS MASTER ASSOCIATION, INC.
WHICH SHALL THEREAFTER BECOME KNOWN AS
GREENLINKS CONDOMINIUM ASSOCIATION, INC.**

ARTICLES OF MERGER between GREENLINKS I CONDOMINIUM ASSOCIATION, INC.
GREENLINKS II CONDOMINIUM ASSOCIATION, INC., GREENLINKS III
CONDOMINIUM ASSOCIATION, INC., GREENLINKS IV CONDOMINIUM
ASSOCIATION, INC. (the "merging corps.", AND GREENLINKS MASTER ASSOCIATION,
INC.; WHICH SHALL THEREAFTER BECOME KNOWN AS GREENLINKS
CONDOMINIUM ASSOCIATION, INC. (the "surviving corp.")

Pursuant to s. 617.1105 of the Florida Not-for-Profit Corporation Act (the "Act"), the Merging
Corps. and the Surviving Corp., adopt the following Articles of Merger.

1. The Plan of Merger dated October 15, 2012 ("Plan of Merger") which Plan of
Merger was approved and adopted by sufficient votes of the respective membership of the Merging
Corporations and the Surviving Corporation, as follows:

Greenlinks Master Association, Inc. (Surviving Corporation)

Date of Meeting at Which Plan of
Merger was Approved: November 12, 2012

Number of Votes In Favor of Plan of Merger 96

Number of Votes In Opposition to Plan of Merger 0

Greenlinks I Condominium Association, Inc. (Merging Corporation)

Date of Meeting at Which Plan of

Merger was Approved: November 12, 2012

Number of Votes In Favor of Plan of Merger ____ 10 ____

Number of Votes In Opposition to Plan of Merger ____ 0 ____

Greenlinks II Condominium Association, Inc. (Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: November 12, 2012

Number of Votes In Favor of Plan of Merger ____ 22 ____

Number of Votes In Opposition to Plan of Merger ____ 0 ____

Greenlinks III Condominium Association, Inc. (Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: November 12, 2012

Number of Votes In Favor of Plan of Merger ____ 31 ____

Number of Votes In Opposition to Plan of Merger ____ 0 ____

Greenlinks IV Condominium Association, Inc. (Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: November 12, 2012

Number of Votes In Favor of Plan of Merger ____ 42 ____

Number of Votes In Opposition to Plan of Merger ____ 0 ____


1. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein, including the amendments to the Articles of Incorporation of the Surviving Corporation.

3. Pursuant to s. 617.1105(4) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of December 2012.

GREENLINKS MASTER
ASSOCIATION, INC.

(SEAL)

By: 
Ali Ragozzine, President

GREENLINKS I
CONDOMINIUM ASSOCIATION, INC.

(SEAL)

By: _____
, President

GREENLINKS II
CONDOMINIUM ASSOCIATION, INC.

(SEAL)

By: _____
, President

GREENLINKS III
CONDOMINIUM ASSOCIATION, INC.

(SEAL)

By: _____
, President

GREENLINKS IV
CONDOMINIUM ASSOCIATION, INC.

(SEAL)

By: 
Ali Ragozzine, President

By: _____, President

By: _____, President

**PLAN OF MERGER
FOR
GREENLINKS I CONDOMINIUM ASSOCIATION, INC.
GREENLINKS II CONDOMINIUM ASSOCIATION, INC.
GREENLINKS III CONDOMINIUM ASSOCIATION, INC.
GREENLINKS IV CONDOMINIUM ASSOCIATION, INC.
AND
GREENLINKS MASTER ASSOCIATION, INC.
WHICH SHALL THEREAFTER BECOME KNOWN AS
GREENLINKS CONDOMINIUM ASSOCIATION, INC.**

October 15, 2012

Merger between Greenlinks I Condominium Association, Inc., Greenlinks II Condominium Association, Inc., Greenlinks III Condominium Association, Inc., and Greenlinks IV Condominium Association, Inc., all of which shall each be known as the "Merging Corps." and Greenlinks Master Association, Inc., which shall be known as the "Surviving Corp." and which as part of the merger change its name to Greenlinks Condominium Association, Inc., (collectively the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger ("Plan") in accordance with Section 617.1101 et seq. of the Florida Not-for-Profit Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date, with the following changes, shall be the Articles of Incorporation of the Surviving Corp. until further amended as provided by law. The changes to Surviving Corp.'s Articles of Incorporation, which shall take effect on the Effective Date are as follows:

SEE EXHIBIT "A" ATTACHED

2. Effect of Merger. On the Effective Date, the separate existence of Merging Corps. shall cease, and shall be fully vested in Surviving Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Section 617.1106 of the Act.

The foregoing notwithstanding, after the merger all of the financial obligations, including but not limited to accounts receivable, accounts payable and other liabilities and benefits (hereinafter "pre-existing obligations") of the former Merging Corps., shall remain the sole and exclusive obligation/benefit of the owners of the Units within the four separate Condominiums until such time as all outstanding pre-existing obligations are fulfilled. The Unit Owners shall not be made to contribute to the payment of nor shall they receive a distribution of any said outstanding pre-existing obligations of a Condominium in which they do not own a Unit.

3. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or

any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Merging Corps., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

4. Filing with the Florida Secretary of State and Effective Date. Upon receiving the requisite approvals from the membership and Boards of Directors of Surviving Corp. and Merging Corps. for this Plan of Merger, Merging Corp. and Surviving Corp. shall cause their respective President (or Vice President) to execute Articles of Merger and this Plan of Merger shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with Section 617.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles of Merger.

5. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of all Constituent Corporations, notwithstanding favorable action by the members of the respective Constituent Corporations.

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION**

AMENDED AND RESTATED ARTICLES OF INCORPORATION

GREENLINKS CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation of Greenlinks Condominium Association, Inc., a Florida corporation not for profit, originally incorporated under the name Greenlinks Master Association, Inc., on June 8, 2000 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Greenlinks Condominium Association, Inc., and its address is 13461 PARKER COMMONS BLVD #101 FORT MYERS FL 33912, or such other address as determined by the Board.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Greenlinks I, a condominium, Greenlinks II, a condominium, Greenlinks III, a condominium and Greenlinks IV, a condominium, all of which are located in Collier County, Florida. The Association shall act as a multi-condominium association as provided in Chapter 718, Florida Statutes.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, the Declaration of Condominium, and the Bylaws; and it shall have all of the powers and duties reasonable necessary to operate the Condominiums pursuant to the condominium documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

**ARTICLES OF INCORPORATION
EXHIBIT "A"**

- (B) To protect, maintain, repair, replace and operate the condominium property and association property.
- (C) To purchase insurance for the protection of the Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominiums and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominiums.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement in the manner provided in the Declaration of Condominium.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of the Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominiums, as further provided in the Bylaws.

ARTICLES OF INCORPORATION EXHIBIT "A"

- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to one vote in Association matters as provided in the Declaration of Condominium and Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.

ARTICLES OF INCORPORATION EXHIBIT "A"

- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent of two thirds (2/3) of the total voting interests. These Articles shall be deemed amended by virtue of revisions to laws, regulations and judicial decisions which control over conflicting provisions set forth herein. The Board of Directors shall have the authority to amend these Articles in order to conform the provisions thereof with such revisions to laws, regulations and judicial decisions. In addition, the Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and restate the Articles in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of ** County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer committee member or employee of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer, committee member or employee of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the individual had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the individual derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of

ARTICLES OF INCORPORATION EXHIBIT "A"