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JANE CHEFFY PA

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Division of Corporations

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TALLAHASSEE, FLORIDA

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FLORIDA NON-PROFIT CORPORATION

THE GRAND INN BUILDING ASSOCIATION, INC.

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 29, 2003

JANE YEAGER CHEFFY

SUBJECT: THE GRAND INN BUILDING ASSOCIATION, INC.
REF: W03000024674

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Section 617.0202(d), Florida Statutes, requires the manner in which directors are elected or appointed be contained in the articles of incorporation or a statement that the method of election of directors is as stated in the bylaws.

If you have any further questions concerning your document, please call (850) 245-6928.

Tim Burch
Document Specialist
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION
OF
THE GRAND INN BUILDING ASSOCIATION, INC.
(A corporation not for Profit)**

The undersigned subscriber, for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, does hereby adopt, the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be THE GRAND INN BUILDING ASSOCIATION, INC. Its principal place of business and registered office shall be 1100 Pine Ridge Road, Naples Florida 34108.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" for THE GRAND INN OF NAPLES, A CONDOMINIUM (the "Condominium"), located in Naples, Collier County, Florida. The administration of the affairs of the Association shall be by the Members. There shall be no Board of Directors.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Florida Statutes governing corporations not for profit, now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time (the "Declaration of Condominium"), including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium, and (3) to pay all other common expenses as described in the Declaration of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Members of the Association (the "Members").

(b) To use the proceeds of assessments in the exercise of its powers and duties.

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THE GRAND INN BUILDING ASSOCIATION, INC.
ARTICLES OF INCORPORATION

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- (c) To maintain, repair, replace and operate all Condominium property.
- (d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (e) To improve the Condominium property further and, after casualty, to reconstruct improvements.
- (f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.
- (g) To enforce by legal means the provisions of the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.
- (h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management company or other contractors all powers and duties of this Association.
- (i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.
- (j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- (k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.
- (l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.
- (m) To select depositories for the Association funds.
- (n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.
- (o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

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(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce reasonable rules and regulations concerning the use and enjoyment of the Condominium units, the common elements of the Condominium and of the property owned by the Association.

(r) The foregoing rights and powers of the Association shall be limited by the restrictions on self-dealing contained in 17.3 (C) of the Declaration of Condominium.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscriber constitutes the sole member of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, GRAND INN OF NAPLES, INC., a Florida corporation (the "Developer"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a Condominium unit shall be a prerequisite to exercising any rights as a member of the Association. A Condominium unit may be owned by one or more persons or by a corporation, association, limited liability company, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Condominium unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Condominium unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Condominium unit, subject, except as may otherwise be provided in the Declaration of Condominium, to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Condominium unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence, unless terminated pursuant to the Declaration of Condominium..

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ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
Michael Kessous	1100 Pine Ridge Road Naples, FL 34108

ARTICLE VI - OFFICERS

Section 1. The president of the Association shall be the Member having the greatest voting interest, and shall be the presiding officer at all meetings of the Members. If the President cannot be present for a meeting, the President may appoint a person of his choosing to act on his behalf with his proxy. The President may delegate the duties of Secretary and Treasurer to the person or persons of his choosing.

Section 2. The President of the Association, initially shall be:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Michael Kessous	President	1100 Pine Ridge Road Naples, FL 34108

ARTICLE VII - INDEMNIFICATION OF OFFICERS

All officers of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers of the Association against any liability asserted against them or incurred by them in their capacity as officers of the Association or arising out of their status as such.

ARTICLE VIII - BYLAWS

The Bylaws of the Association are to be approved by the President initially and thereafter may only be amended, altered, modified, or rescinded by the action or approval of the members of the Association, as set forth in the Bylaws.

ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a 25% vote of the Members. Such resolution shall then be presented to the Members. A 100% vote of the voting interests cast at a duly called meeting of the members of the Association shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership in the Association without approval in writing of all members of the Association. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property and any Condominium unit and upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Declaration of Condominium.

ARTICLE X - VOTING

Section 1. Each Condominium unit shall be entitled to one vote consisting of its Voting Interest, which is determined in the same way as the share of Ownership in the common elements and the common surplus for each Unit. The Hotel Unit shall have a 75% Voting Interest and the Restaurant Unit shall have a 25% Voting Interest at the Association meetings. In the event of a joint ownership of a Condominium unit, the vote to which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium and the Bylaws; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer of the Association, or affiliated with the Developer or its successors or assigns.

Section 3. The method of election of directors shall be as stated in the Bylaws.

ARTICLE XI - ADDITIONAL PROVISIONS

Section 1. No officer or member of the Association shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these Articles or of the Bylaws or rules and regulations of the Association be held invalid, it shall not affect the validity of the remaining instruments.

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**ARTICLE XIII - APPOINTMENT OF
REGISTERED AGENT FOR SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes, JANE YEAGER CHEFFY, Esq., whose address is 2375 Tamiami Trail North, Suite 310, Naples, Florida 34103, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed, as of August 27, 2003.


MICHAEL KESSOUS

(SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS (one of the following should be checked; if none are checked, she is personally known to me) ☒ who is personally known to me, or ☐ has produced _____ as identification and who did not take an oath, and is named in the foregoing instrument and that she acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the State and County last aforesaid this 27 day of August, 2003.

(SEAL)


NOTARY PUBLICJANE YEAGER CHEFFY
Printed Name of Notary

My Commission Number is:

My Commission Expires:



Jane Yeager Cheffy
Commission #DD191998
Expires: Mar 10, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

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JANE CHEFFY PA

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon THE GRAND INN BUILDING ASSOCIATION, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for such corporation.

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JANE YEAGER CHEFFY, Registered Agent

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03 AUG 29 AM 8:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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