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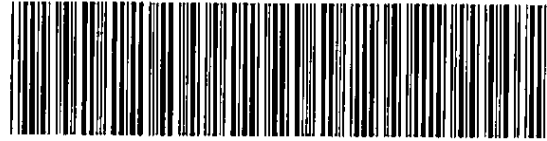
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ACCOUNT NO. : I20000000195

REFERENCE : 828529 8097919

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : July 1, 2019

ORDER TIME : 8:53 AM

ORDER NO. : 828529-005

CUSTOMER NO: 8097919

DOMESTIC FILING

NAME: LE PETIT TRIANON CONDOMINIUM
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lydia Cohen - EXT. 62974

EXAMINER'S INITIALS: _____

ARTICLES OF INCORPORATION

OF

LE PETIT TRIANON CONDOMINIUM ASSOCIATION, INC.

The undersigned hereby submits these articles for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I NAME & DEFINITIONS

The name of the corporation shall be Le Petit Trianon Condominium Association, Inc., which corporation shall herein be referred to as the "Association," and whose principal place of business shall be 745 12th Avenue South, Naples, FL 34102. The definitions set forth in Section 4 of the Declaration of Condominium to which these Articles are a recorded exhibit shall apply to the same terms when used in these Articles.

ARTICLE II PURPOSE

The purpose for which the corporation is organized is for the operation and management of condominium buildings and grounds for the use and benefit of the owners of the condominium units located in the City of Naples, Collier County, Florida, known as Le Petit Trianon, a condominium. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No 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 except as specifically limited or modified by these Articles, the Declaration of Condominium or Chapter 718, Florida Statutes, as it may hereafter be amended, including without limitation the powers and duties set forth in Article III, below.

ARTICLE III POWERS

The powers of the Association shall be, in addition to the general powers afforded a corporation not for profit under the statutory laws of the State of Florida, all the powers reasonably necessary to implement the purpose of this Association, including, but not limited to, the following:

1. To operate and manage a condominium apartment building or buildings and the lands on which it is situated and the recreational land adjoining such building or buildings or situated in the Condominium which land is owned or leased by this Association for the use and benefit of the condominium units.

2. To carry out all the powers and duties vested in the Association pursuant to the Declaration of Condominium and Bylaws, and any rules and regulations of the Association, which shall include:

- (a) to make and collect assessments against members to defray the costs, expenses and losses of the Condominium, and in the event of non-timely payment of any such assessments to lien the Unit of any delinquent Owner and to foreclose and otherwise enforce the same as more particularly provided in the Declaration;
- (b) to use the proceeds of assessment in the exercise of its powers and duties;
- (c) to protect, maintain, repair, replace and operate the Condominium Property;
- (d) to reconstruct improvements after casualty and to further improve the Condominium Property;
- (e) to insure the Condominium Property for the protection of the Association and its members;
- (f) to approve or disapprove the transfer of ownership, leasing and occupancy of units, if authorized to do so in the Declaration of Condominium;
- (g) to borrow money if necessary to perform its other functions hereunder;
- (h) to make, amend and enforce reasonable rules and regulations respecting the use of the Units, Common Elements, Limited Common Elements, Condominium Property and the Condominium;
- (i) to approve or disapprove proposed purchasers, lessees and mortgagees of condominium Units;
- (j) to enforce by legal means any or all of the provisions of the condominium documents, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property in the Condominium;
- (k) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium; and
- (l) to contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

3. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon non-profit corporations of a similar character by the provisions of Chapter 617, Florida Statutes, entitled "Florida Corporations Not For Profit," now or hereafter in force and to do any and all things necessary to carry out its purposes.

4. The Association shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations formed to operate condominium buildings under the provisions of Chapter 718, Florida Statutes, 1977, as amended, now or hereafter in force.

5. No compensation shall be paid to Directors for their services as Directors. Compensation, however, may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a Director. In this case, compensation must be approved and advanced by the Board of Directors and the Director receiving such compensation shall not be permitted to vote for said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agent or attorneys for services rendered to the corporation.

6. All funds, and the titles to all properties acquired by this Association, and the proceeds thereof, shall be held in trust for the owners of the condominium Units in accordance with the provisions of the Declaration of Condominium and its supporting Condominium Documents.

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents which govern the use of the owned and leased lands to be operated and administered by this Association.

ARTICLE IV MEMBERSHIP

The qualification of members, the manner of their admission, and the voting by members shall be as follows:

1. This corporation shall be organized without any capital stock.

2. All owners of condominium units in Le Petit Trianon Condominium, a condominium, shall be members of the Association and no other persons or other entities shall be entitled to membership; provided, however, until such time as the Declaration of Condominium for Le Petit Trianon Condominium, a condominium, has been placed on record with the Clerk of the Circuit Court of Collier County, Florida, the Developer shall be a member of the Association and entitled to one (1) vote, after which time, unless the Developer is the owner of condominium Units, its membership shall cease.

3. Other persons shall become members of the Association by the recording in the Public Records of Collier County, Florida, a Deed establishing a change of record title to a condominium Unit and the delivery to the Association of a certified copy of such Deed; the new owner(s) designated by such instrument, thereby becoming a member of the Association and the membership of the prior owner(s) shall at that time be terminated.

4. The interest of any member in any part of the real property or in the funds or assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium Unit.

5. Voting by the members of Le Petit Trianon Condominium Association, Inc., in the affairs of this Association shall be one (1) indivisible vote per unit. Said vote may be exercised or cast by the owner of each unit in such manner as is now or hereafter provided in the Declaration of Condominium and the Bylaws adopted by the Association. Should any member own more than one condominium Unit, such member shall be entitled to cast as many votes as condominium Units owned in the manner provided herein and in said Bylaws and Declaration of Condominium.

ARTICLE V CORPORATE EXISTENCE

This Association shall continue to exist so long as the Condominium known as Le Petit Trianon Condominium, a condominium, shall be in existence.

ARTICLE VI DIRECTORS AND OFFICERS

1. The business of this Association shall be conducted by a Board of Directors having not less than three (3) Directors nor more than five (5) Directors, or as otherwise determined by the Bylaws and in the absence of such determination shall consist of three (3) Directors. The initial Board of Directors shall consist of three (3) members and while the Developer is in control of the Association, the number of Directors shall be three (3).

2. The election of Directors, their removal or the filling of vacancies on the Board of Directors shall be in accordance with the Bylaws of the Association. Directors shall be elected at the annual meeting of the members of the Association by the Developer (if applicable) and by the members, and they shall hold office for a one (1) year term or until their successors are duly elected. Directors may be removed from office, and vacancies on the Board of Directors filled in the manner provided in the Bylaws, unless otherwise required by law. The Developer shall have the right to elect a majority of the Directors until such time as it is required by law to transfer control of the Association to Unit Owners.

3. The names and addresses of the first Board of Directors and the officers of the Association who shall hold office until their successors are elected and qualified are as follows:

Name:

Address:

Patrick J. Longe

850 Park Shore Drive, Suite 201
Naples, FL 34103

Thomas J. Longe

850 Park Shore Drive, Suite 201
Naples, FL 34103

Andrew T. Longe

850 Park Shore Drive, Suite 201
Naples, FL 34103

4. 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, and they shall serve at the pleasure of the Board.

ARTICLE VII BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-laws shall be in accordance with the provisions of said Bylaws.

ARTICLE VIII AMENDMENTS TO ARTICLES OF INCORPORATION

1. The Articles of Incorporation may be amended by the members at any regular, special or annual meeting of the members at which a quorum is present, called for such purpose, or in the case of an annual meeting, provided notice of the proposed changes have been furnished in writing to all members or persons entitled to vote thereon, at least thirty (30) days prior to said meeting. Such amendment shall be effective when approved by at least sixty-six percent (66%) of the total number of votes to which the Unit owners present and voting shall be entitled, except as provided in Paragraph 2 immediately below; provided, further, that as long as the Developer has the power to elect a majority of the Board of Directors, no amendment shall be effective without its written approval.

2. No amendment to these Articles of Incorporation shall be valid without the written consent of one hundred percent (100%) of the members and as provided in the Declaration of Condominium as to any of the following matters:

- (a) No amendment may be made which in any way changes the percentage of ownership owned by any member owning a condominium Unit in any general common property or limited common property of the Condominium;
- (b) No amendment may be made which in any way modifies the vote which may be cast by any member;
- (c) No amendment may be made which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common property or limited common property of the Condominium; and
- (d) No other amendment to the Articles relating to provisions as set forth in the Declaration shall be effective without the percentage vote required therein, wherever applicable.

3. An amendment which is duly adopted shall become effective upon filing with the Florida Secretary of State, and subsequently recording a certified copy in the Public Records of Collier County, Florida, with the same formalities as are required for the recording of an amendment to the Bylaws.

**ARTICLE IX
ASSESSMENTS AND FUNDS**

1. All assessments paid by the owners of condominium units for the maintenance and operation of Le Petit Trianon, a condominium, shall be utilized by the Association to pay for the costs of said maintenance and operation, as set forth in the Declaration and Bylaws. The Association shall have no interest in any funds received by it through assessments on the owners of individual condominium units except to the extent necessary to carry out the powers vested in it as agent for said members.

2. The Association shall make no distribution of income to its members, Directors or officers, and it shall be conducted as a non-profit corporation. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

**ARTICLE X
INITIAL REGISTERED AGENT AND OFFICE**

The initial registered agent and office shall be:

Thomas J. Longe
850 Park Shore Drive, Suite 201
Naples, FL 34103

**ARTICLE XI
DIRECTOR AND OFFICER INDEMNIFICATION**

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's 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 made a party because of his being, or having been, a Director or officer of the Association. The foregoing right to indemnification shall not be available if a judgment 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 judgment in its favor.

(B) A violation of criminal law, unless the Director or officer 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 Director or officer derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approve the settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

IN WITNESS WHEREOF the subscriber, being the undersigned person, named as incorporator, has hereunto set his/her hand and seal, this 1st day of July, 2019.



Thomas J. Longe, Incorporator

STATE OF FLORIDA)
) ss:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 1st day of July, 2019, by Thomas J. Longe, as the Incorporator of Le Petit Trianon Condominium Association, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation.



Notary Public

My Commission Expires: 5-19-20



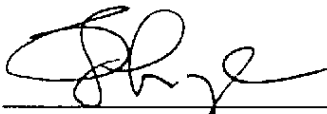
Tamara R. Wyatt
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF952080
Expires 5/19/2020

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

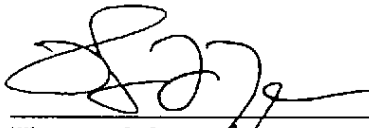
That Le Petit Trianon Condominium Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Naples, State of Florida, has named Thomas J. Longe located at 850 Park Shore Drive, Suite 201, Naples, Florida 34013, as its agent to accept service of process within Florida.

Le Petit Trianon Condominium Association, Inc.,
a Florida not-for-profit corporation

By: 
Name: Thomas J. Longe
Title: President

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Registered Agent:


Thomas J. Longe

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19 JUL -2 AM 11:27
CLERK OF STATE
TALLAHASSEE, FLORIDA