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ARTICLES OF ORGANIZATION OF 2025 WATERFALL, L.L.C.

The undersigned, for the purpose of forming a limited liability company, under and in conformity with the laws of the State of Florida, do hereby adopt and execute the following Articles of Organization.

1. **Name.** The name of the Company shall be: 2025 Waterfall, L.L.C. ("Company")

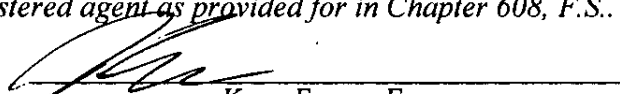
2. **Duration.** The period of duration of the Company shall be perpetual commencing from the date these Articles of Organization are filed with the Secretary of State of the State of Florida.

3. **Purpose and Powers.** The Company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of the State of Florida. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Florida Limited Liability Company Act, Florida Statutes 608.401- 608.705 (the "Act") and any enlargement of such powers conferred by subsequent legislative acts.

4. **Principal Place of Business.** The address of the principal place of business of the Company in Hernando County is: 4178 Des Prez Court, Hernando Beach, FL 34607-3341.

5. **Registered Agent.** The name and address of the Company's registered agent in Florida is: Kara Evans, Esq., 5308 Van Dyke Road, Lutz, FL 33558.

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.


Kara Evans, Esq.

6. **Membership Units.** The Company shall have authority to issue membership units.

7. **Additional Contributions.** Additional contributions to the capital of the Company shall be made only at such times and in such amounts as all Members of the Company shall consent to in writing, as provided in the Operating Agreement of the Company.

8. **Admission of Additional Members.** The Members of the Company have the right to admit additional Members from time to time, upon the affirmative vote of all of the then existing Members. Any Member may, in its sole discretion, withhold consent to the admission of a new Member. The interests of the Members may not be transferred or assigned except as provided for in the Operating Agreement.

9. **Transfer and Assignment of Membership.** If a Member of the Company does not obtain the prior written consent of all of the Members of the Company to the

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transfer or assignment by contract or operation of law of all or any portion of such transferring Member's interest in the Company and otherwise comply with the requirements in the Operating Agreement, then the transferee shall have no right to participate in the management of the Company or to become a Member of the Company. In such event, the transferee shall only be entitled to receive the share of the Company's profits or other compensation by way of income allocable to the transferred interest and the return of any capital contributions to which the transferring Member would otherwise have been entitled with respect to the transferred interest. Any Member of the Company may, in such Member's sole discretion, withhold consent to any such transfer or assignment.

10. Withdrawal from Membership. Subject to the limitations on withdrawal of capital contained in the Act and in the Operating Agreement, any Member may withdraw from membership in the Company at any time, but shall not be entitled to demand the return of the withdrawing Member's capital contribution prior to dissolution of the Company unless all of the Members have consented to the return. No Member shall be entitled to withdraw any property other than cash from the Company without the prior written consent of all of the remaining Members.

11. Right to Continue Business. In the event of the death, dissolution, retirement, resignation, expulsion or bankruptcy of a Member or on the occurrence of any other event which terminates the continued membership of a Member of the Company, then, upon the written consent of all of the remaining Members, the Company shall have the right to continue the business of the Company.

12. Management of Company. Management of the Company shall be vested in the Members. The names and addresses of the initial Members are as follows:

<u>Member's Name</u>	<u>Address of Member</u>
Audrey Mahoney, MGRM	4178 Des Prez Court Hernando Beach, FL 34607

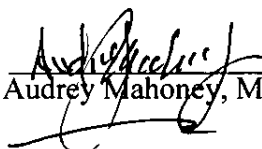
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13. Internal Affairs. The regulation of the internal affairs of the Company is set forth in the Operating Agreement of the Company and shall govern the operation of the business and the Members accordingly.

14. Majority in Interest. Whenever the term "majority in interest" is used in these Articles or in the Operating Agreement, it shall mean a majority of the membership interest as defined in the Operating Agreement.

15. Amendments. These Articles of Organization shall be amended as the Act requires, but only upon the affirmative vote of all of the Members of the Company.

EXECUTED in duplicate and original counterparts by the undersigned Members on the July 11, 2013.



Audrey Mahoney, Managing Member