



THE UNITED STATES  
CORPORATION  
COMPANY

L000000013015

ACCOUNT NO. : 072100000032

REFERENCE : 858887 81879A

AUTHORIZATION : *Patricia Pignato*

COST LIMIT : \$ 155.00

ORDER DATE : October 10, 2000

ORDER TIME : 3:48 PM

ORDER NO. : 858887-010

CUSTOMER NO: 81879A

CUSTOMER: Timothy J. Conner, Esq.  
Timothy J. Conner & Associates

4000003421184--3

Suite 110  
1 Florida Park Drive, North  
Palm Coast, FL 32137

DOMESTIC FILING

NAME: CREATIVE MILLWORK & DESIGN OF  
PALM COAST, L.L.C.

\*\*\*FILE SECOND\*\*\*\*\*

EFFECTIVE DATE:

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Darlene Ward - EXT. 1135

EXAMINER'S INITIALS:

*W-24616*

APPROVED  
AND  
FILED

00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
00 OCT 10 PM 4:46  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

October 11, 2000

CSC  
DARLENE WARD

SUBJECT: CREATIVE MILLWORK & DESIGN OF PALM COAST, L.L.C.  
Ref. Number: W00000024616

We have received your document for CREATIVE MILLWORK & DESIGN OF PALM COAST, L.L.C. and the authorization to debit your account in the amount of \$155.00. However, the document has not been filed and is being returned for the following:

A limited liability company cannot have "Authorized Shares", therefore Article V must be deleted.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6025.

Trevor Brumbley  
Document Specialist

Letter Number: 500A00053631

APPROVED  
AND  
FILED  
00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION**  
**OF**  
**CREATIVE MILLWORK & DESIGN OF PALM COAST, L.L.C.**

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

**ARTICLE I - NAME**

The name of the limited liability Company shall be **CREATIVE MILLWORK & DESIGN OF PALM COAST, L.L.C.** ("Company").

**ARTICLE II - ADDRESS**

The mailing address and street address of the principal office of the Company is 3473 No. Oceanshore Blvd., Flagler Beach, Florida 32136.

**ARTICLE III - DURATION**

The Company shall commence its existence on the date these Articles of Organization are filed by the Florida Department of State or on another effective date as specified. The Company's existence shall be perpetual unless the Company is dissolved earlier as provided in these Articles of Organization or in the Operating Agreement.

**ARTICLE IV - REGISTERED OFFICE AND AGENT**

The name and street address of the registered agent of the Company in the state of Florida are:

APPROVED  
AND  
FILED  
00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**TIMOTHY J. CONNER**  
**1 Florida Park Drive, North, Ste. 110**  
**Palm Coast, Florida 32137**

**ARTICLE V - ALLOCATION OF PROFITS AND LOSSES**

Membership shall be divided into two classes. There shall be 8,000 Units authorized for Class I Members and 12,000 authorized Units for Class II Members. Dividends to Class II Members shall not be issued without consideration to the Class I Members, but dividends may be issued on Class II Members without declaring a dividend on Class I Members. Class I Members shall have all rights as set out herein and in the Operating Agreement. Class II Members shall have no rights to vote, shall have no losses allocated to them, and are subject to the Restrictions set out herein and in the Operating Agreement.

**ARTICLE VI - RESTRICTIONS ON TRANSFER**

Management may impose restrictions on the transfer of Class II Membership, any other series of ownership interest, or other Company securities.

**ARTICLE VII - UNIT PURCHASE**

Management is not permitted to accept as payment for Class II Membership any consideration other than cash.

**ARTICLE VIII - MULTIPLE CLASSES OR SERIES WITHIN CLASS**

The Company will furnish without charge to the holders of a Certificate of Class II Membership the powers, designations, relative rights, preferences and limitations of Class II Members.

APPROVED  
AND  
FILED  
00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

### **ARTICLE IX - MEMBERS**

The names and addresses of the Class I members are as follows:

**DEREK V.H. FOWKES**  
3473 No. Oceanshore Blvd.  
Flagler Beach, Florida 32136

**CARL WAGSTER**  
3962 SW Fifth Place  
Gainesville, FL 32607

**THOMAS McPHERSON**  
1962 Long Creek Falls  
Grove Town, GA 30513

**REGINALD JAMES**  
4300 Chesla Drive  
Gainesville, GA 30506

### **ARTICLE X - ADDITIONAL CAPITAL CONTRIBUTIONS BY MEMBERS**

No Class I Member may make additional capital contributions to the Company unless they have the unanimous consent of all the Class I Members, or as otherwise provided in the Operating Agreement.

### **ARTICLE XI - TRANSFER DURING LIFE**

(a) No Class I Member shall sell, assign, pledge or otherwise transfer, or encumber, in any manner or by any means whatever, any interest in all or part of his Certificate of Membership in the Company (hereinafter referred to as a "transfer") except as hereinafter provided.

(b) If any Class I Member, (herein "Selling Member"), desires to transfer of any of his interest in the Company at any time during his life, he shall first give written offer to that effect to the Company and the other Class I Members. Thereafter, the Company and the other Class I Members shall have thirty (30) days after receipt of such notice, unless extended by mutual agreement, to purchase or encumber said interest at a price agreed upon by the Class I Members or at a price set as the "book

00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVED  
AND  
FILED

value" by the Company Certified Public Accountant.

(c) If the Company or the other Class I Members fail or refuse to exercise their option to purchase within the said thirty (30) day period, unless extended by mutual agreement, then the Selling Member shall be free to transfer such interest to a third party.

(d) If the Selling Member transfers his interest in the Company to a transferee other than the Company or the other Class I Members, the transferee shall become a Class II Member and have no right to participate in the management of the Company or become a Class I Member unless approved by unanimous written consent of the other Class I Members.

#### **ARTICLE XII - TRANSFERS AT DEATH**

Upon the receipt of due notice of the death of a Class I Member, the Manager shall, ninety (90) days after the receipt of such notice, assign, transfer and convey to the surviving Class I Members pro rata all of the interest owned by the said decedent Class I Member and the Manager shall take all necessary proceedings to collect all moneys payable on the policy or policies of insurance on the life of the said Decedent Member and which at his death are payable to the Manager or the Company hereunder, and shall pay to the legal representative of the said decedent as much of the proceeds as may be necessary to purchase such interest in the Company held by the Decedent Member at his death at the price agreed upon by the surviving Class I Members or as otherwise set as the "book value" of such interest by the Company Certified Public Accountant.

00 OCT 1 D PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVED  
AND  
FILED

### **ARTICLE XIII - ADMISSION OF NEW MEMBERS**

Except as set forth in the Operating Agreement or as set forth herein, no additional Class I Members shall be admitted to the Company except with the unanimous written consent of all the Class I Members of the Company and on such terms and conditions as shall be determined by the Class I Members.

### **ARTICLE XIV - DEADLOCK**

Should deadlock, dispute or controversy arise among the Class I Members for any reason including arriving and determining annually the adjusted purchase price to be paid for a Class I Member's interest in the Company, in the event they are offered for sale or subject to redemption from any Deceased Member's estate, until a determination shall have been made as to such adjusted purchase price, the purchase price determined and agreed upon at the last anniversary date preceding such dispute shall continue in full force and effect until a determination shall be made either by the Class I Members or the Arbitrators, as hereinafter provided.

Should the members be unable to resolve such deadlock, dispute or controversy within fifteen (15) days the matter shall be submitted to arbitration in Palm Coast, Florida, in accordance with the rules for resolution of commercial disputes of the American Arbitration Association.

### **ARTICLE XV - CONTINUATION UPON WITHDRAWAL OF MEMBER**

The Class I Members shall have the right to continue the Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of any single Class

APPROVED  
AND  
FILED

00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I Member or occurrence of any event which terminates the continued membership of a single Class I Member in the Company (collectively, "Withdrawal"), as long as there are at least two remaining Class I Members, and the remaining Class I Members agree to continue the Company by unanimous written consent within 90 days after the Withdrawal of a Member, as set forth herein or in the Operating Agreement of the Company.

#### **ARTICLE XVI - MANAGEMENT**

The Company shall be managed by a Manger in accordance with Operating Agreement adopted by the Class I Members for the management of the business and affairs of the Company. The Operating Agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Articles of Organization. The name and address of the Manger of the Company is:

**DEREK V.H. FOWKES**  
3473 No. Oceanshore Blvd.  
Flagler Beach, FL 32136

#### **ARTICLE XVII - NOTICE OF MEETINGS**

Notice of all annual and special member's meetings shall be given to all Members, regardless of Class or whether they are entitled to vote at said meeting.

#### **ARTICLE XIII - OPERATING AGREEMENT**

The Operating Agreement of the Company shall be executed by each Class I Member of the Company and shall set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

00 OCT 10 PM 3:51

APPROVED  
AND  
FILED



inconsistent with law or these Articles.

**ARTICLE XIX - AMENDMENT OF OPERATING AGREEMENT**

The power to amend the Company's Operating Agreement is reserved exclusively to Class I Members.

**ARTICLE XX - EMERGENCY OPERATING AGREEMENT**

The Manager may adopt an Emergency Operating Agreement as may be from time to time required for the efficient operation of the Company. Company action taken by management pursuant to an Emergency Operating Agreement cannot be used to impose liability on individual managers of the Company.

**ARTICLE XXI - QUORUM**

A quorum of the Class I Members consists of three (3) of the Members.

IN WITNESS WHEREOF, the undersigned organizer has made and subscribed these articles of organization at Palm Coast, Florida, on this 2nd day


November, 2000.

  
DEREK V.H. FOWKES, MEMBER

STATE OF Florida  
COUNTY OF Flagler

THE FOREGOING instrument was acknowledged before me this 2nd day of November, 2000, by DEREK V.H. FOWKES. He is personally known to me or has produced \_\_\_\_\_ as identification and who did ~~not~~ take an oath.

  
NOTARY PUBLIC  
corporations llc..fowkes.articles of organization-betty

 Regina Gutierrez  
My Commission CC645314  
Expires May 08, 2001

00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
APPROVED  
AND  
FILED

**CERTIFICATE OF DESIGNATION OF REGISTERED  
AGENT/REGISTERED OFFICE**

Under the provisions of F.S. 608.414 or 608.507, **CREATIVE MILLWORK & DESIGN OF PALM COAST, L.L.C.**, submits the following statement to designate a registered office and registered agent in the state of Florida:

1. The name of the limited liability company is **CREATIVE MILLWORK & DESIGN OF PALM COAST, L.L.C.**
2. The name and street address of the registered agent in Florida are:

**Timothy J. Conner  
1 Florida Park Dr., N., Ste. 110  
Palm Coast, Florida 32137**

The undersigned, being the person named in the articles of organization of **CREATIVE MILLWORK & DESIGN OF PALM COAST, L.L.C.**, as the registered agent of this limited liability company, hereby consents to accept service of process for the above-stated company at the place designated in the articles of organization, and accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his or her duties, and is familiar with and accepts the obligations of the position of registered agent.



Registered Agent

Print Name Here: TIMOTHY J. CONNER

00 OCT 10 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVED  
AND  
FILED