

L04000080815

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

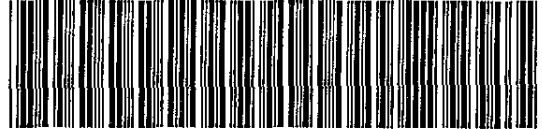
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



900042216529

11/03/04--01012--021 \*\*160.00

FILED  
CLERK OF COURT  
TALLAHASSEE, FLORIDA  
NOV 3 2004

L04-80815  
al

## TRANSMITTAL LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** CAH WOOD RAILING INSTALLATION, LLC

The enclosed Articles of Organization and fees are submitted for filing.

Please return all correspondence concerning this matter to the following:

Carlos Alvarez  
12 Dorchester Drive South  
Greenacres City, FL 33463

For further information concerning this matter, please call:

Carlos Alvarez at (561) 863-1050

### FILING FEES:

\$ 100.00 Filing Fee for Articles of Organization  
\$ 25.00 Designation of Registered Agent  
\$ 30.00 Certified Copy  
\$ 5.00 Certificate of Status

FILED  
04 NOV -3 PM 2:20  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# **Articles of Organization For A Limited Liability Company**

## **CAH Wood Railing Installation, LLC**

**I, the undersigned person, am thirty one years of age and reside in the State of Florida. I am acting in the capacity as an organizer of a limited liability company pursuant to Chapter 608, Florida Statutes. I hereby adopt the following Articles of Organization for a limited liability company.**

### **I. ORGANIZATION**

**1. Formation.** The Company has been organized as a **FLORIDA LIMITED LIABILITY COMPANY ("LLC")** under and pursuant to Chapter 608, Florida Statutes, by the filing of Articles of Organization ("Articles") with the Department of State of Florida as required.

**2. Name.** The name of the Company shall be **"CAH Wood Railing Installation, LLC"**.

**3. Purposes.** The purpose of the Company is to engage in any activity for which LLC's may be formed under the Statute for purposes only of advancing the Business as defined above. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Statute.

**4. Duration.** The Company shall continue in existence for the duration of the Company of thirty (30) years, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Statute or this Operating Agreement.

**5. Registered Office and Resident Agent.** The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles or any amendment thereof, Carlos Alvarez, 12 Dorchester Drive South, Greenacres City, FL 33463. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statute. If the Resident Agent is unable or unwilling to serve, then the Company shall promptly appoint a replacement agent, as the successor.

**6. Intention for Company.** The Member has formed the Company as an LLC under and pursuant to the Statute.

The Member specifically intends and agrees that the Company shall not be, for legal purposes a partnership (including, a limited partnership) or any other venture, but shall be a LLC under and pursuant to the Act.

FILED  
JAN 3 PM 2:20  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

No Member or Manager shall be construed to be a partner in the Company or a partner of another Member, Manager, or person; and the Articles, this Operating Agreement, and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise.

## **II. BOOKS, RECORDS AND ACCOUNTING**

1. **Books and Records.** The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be kept at the Company's Registered Office.

2. **Fiscal year, accounting.** The Company's fiscal year shall be the calendar year. The particular accounting methods to be followed by the Company shall be selected by the accountant for the Company ("Accountant") but shall be in conformance with generally accepted accounting principles.

3. **Reports.** The Manager shall maintain reports concerning the financial condition and results of operation of the Company and the Capital Account of the Member. Such reports shall be provided at least annually as soon as practical after the end of each calendar year and shall include a statement of the Member's share of profits and other items of income, gain, loss, deduction and credit.

4. **Member's Capital Account.** The Company shall maintain a Capital Account for the Member. The Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

## **III. CAPITAL CONTRIBUTIONS**

1. **Initial Commitments and Contributions.** By the execution of this Operating Agreement, the initial Member hereby agrees to make the capital contributions set forth in the attached Exhibit A.

2. **Additional Contributions.** In Addition to the initial capital contributions, the Manager may determine from time to time that additional capital contributions are needed to enable the Company to conduct its business and affairs.

RECEIVED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

16 NOV -3 PM 2:20

FILED

#### IV. MANAGEMENT

1. **Management of Business.** The Company shall be managed by Carlos Alvarez ("Manager"), so long as he is able and willing to serve. If he shall ever resign, or be unable or unwilling to serve as a Manager, then another will be appointed to succeed and shall serve as the sole Manager. The terms, duties, compensation, and benefits, if any, of the Managers shall be as follows: No MANAGER shall receive compensation for serving as Manager if he/she is also a Member; compensation for non-Member employees shall be determined by unanimous agreement of the Members. The duties of the Manager shall be those duties reasonably necessary to conduct the Business of the Company, and shall include, but not be limited to: The design, procurement of tools and materials, manufacturing and sales of wood railing systems.

2. **Removal of Managers.** Any Manager may be removed at any time, with or without cause, by the affirmative vote of seventy-five percent (75%) of the Membership Interests in the Company then entitled to vote.

3. **General Powers of Managers.** Except as may otherwise be provided in this Operating Agreement, the Managers shall make the ordinary and usual decisions concerning the business and affairs of the Company. The managers have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, the power to:

- a. Purchase, lease, or otherwise acquire any real or personal property;
- b. Sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose or encumber any real or personal property;
- c. Open one or more depository accounts and make deposits into and write checks and make withdrawals against such accounts;
- d. Borrow money, incur liabilities, and other obligations;
- e. Enter into any and all agreements and execute any and all contracts, documents, and instruments relating to the Business;
- f. Engage consultants and agents, define their respective duties and establish their compensation or remuneration;
- g. Obtain insurance covering the Business and affairs in the Company's name;
- h. Participate with others in partnerships, joint ventures, and other associations and strategic alliances only where it is directly in pursuit of the Business, as defined above.

As an express limitation on the nature of the Business and the powers granted the Managers herein, the Company is intended to design, procure tools and materials, manufacture and sell wood railing systems, and no activities inconsistent with such limited purposes shall be undertaken.

4. **Limitations.** Notwithstanding the foregoing and any other provision contained in this Operating Agreement to the contrary, no act shall be taken, sum expended, decision made, obligation incurred or power exercised by any Manager on behalf of the Company except by unanimous consent of all Membership Interests with respect to:

FILED  
MAY 13 2009  
CLERK OF COURT  
CLERK OF COURT  
CLERK OF COURT

- a. Any significant and material purchase, receipt, lease, exchange, or other acquisition of any real or personal property or business;
- b. The sale of all or substantially all of the assets and property of the Company;
- c. Any mortgage, grant of security interest, pledge, or encumbrance upon all or substantially all of the assets and property of the Company;
- d. Any merger;
- e. Any amendment or restatement of the Articles or of this Operating Agreement;
- f. Any matter which could result in a change in the amount or character of the Company's capital;
- g. Any change in the character of the business and affairs of the Company;
- h. The commission of any act which would make it impossible for the Company to carry on its ordinary business and affairs;
- i. Any act that would contravene any provision of the Articles or of this Operating Agreement or the Act.

**5. Standard of Care.** The Manager shall discharge his duties as a Manager in good faith, with care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Company. A manager shall not be liable for any monetary damages to the Company for any breach of such duties except for a receipt of a financial benefit to which the Manager is not entitled; voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act; or a knowing violation of the law.

## **V. EXCULPATION OF LIABILITY: INDEMNIFICATION**

**1. Exculpation of Liability.** Unless otherwise provide by law or expressly assumed, a person who is a Member or Manager, or both, shall not be liable for the acts, debts or liabilities of the Company.

**2. Indemnification.** Except as otherwise provided in this Article, the Company shall indemnify any Manager and may indemnify any employee or agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Manager, employee or agent of the Company against expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

04 NOV -3 PM 2:

FILED

To the extent that a Member, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding or in the defense of any claim, issue, or other matter in the action, suit, or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorney's fees, incurred by such person in connection with the action, suit, or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit, or proceeding. Notwithstanding the foregoing to the contrary, no indemnification shall be provided to any Manager, employee, agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a knowing violation of law.

## **VI. OTHER ACTIVITIES**

Any Member and the Managers may engage in other business ventures of every nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. Neither the Company nor any of the other Members shall have any right or interest in any such independent venture or to the income and profits derived there from.

## **VII. DISSOLUTION AND WINDING UP**

1. **Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

- a. At any time specified in the Articles or this Operating Agreement;
- b. Upon the happening of any event specified in the Articles or this Operating Agreement;
- c. By the unanimous consent of all Members;
- d. Upon the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued memberships of a Member in the Company unless within Ninety (90) days after the disassociation of membership, a majority in interest of the remaining Members consent to continue the business of the Company and to the admission of one or more Members as necessary.

2. **Winding Up.** Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practical. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities, obligations and then to Members and former Members first, in satisfaction of liabilities for

RECEIVED  
ATLANTA  
NOV 9 11 22 AM '20

FILED

distributions and then, in accordance with their Sharing Ratios. Such proceeds shall be paid to such Members within One Hundred Twenty(120) days after the date of winding up.

## VIII. MISCELLANEOUS PROVISIONS

1. **Terms.** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm, or corporation may in the context require. The term "Code" shall refer to the Internal Revenue Code of 1986, as amended.

2. **Article Headings.** The Article headings and numbers contained in this Operating Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Operating Agreement.

3. **Counterparts.** This Operating Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

4. **Entire Agreement.** This Operating Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof. This Operating Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

5. **Severability.** The invalidity or unenforceability of any particular provision of this Operating Agreement shall not effect the other provisions hereof, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6. **Amendment.** This Operating Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Operating Agreement, except where a lesser percentage of Membership Interests is permitted elsewhere in this Operating Agreement. No change or modification to this Operating Agreement shall be valid unless in writing and signed by all of the parties to this Operating Agreement.

7. **Notices.** Any Notice permitted or required under this Operating Agreement shall be conveyed to the party at the address reflected in this Operating Agreement and will be deemed to have been given, when deposited in the United States mail, postage paid, or when delivered in person, or by a national overnight courier or by facsimile transmission (the receipt of which is confirmed).

8. **Binding Effect.** Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

FILED  
JULY - 3 PM 2:20  
CLERK OF DISTRICT COURT  
STATE OF FLORIDA



9. Governing Law. This Operating Agreement is being executed and delivered in the State of Florida and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto make and execute this Operating Agreement on the dates set below their names, to be effective on the date first above written.

WITNESSETH:

CAH WOOD RAILING INSTALLATION, LLC

 CARLOS ALVAREZ, Manager

MEMBERS:

 CARLOS ALVAREZ, Member

## CAH Wood Railing Installation, LLC Capital Contributions

### Exhibit A To Operating Agreement For Capital Contributions and Sharing Ratios

The undersigned, being all of the Members of CAH Wood Railing Installation, LLC, hereby take the following action: RESOLVED, Authorize the issuance of the following Membership Interests in the LLC to the Members listed below, at the price and for the consideration listed:

MEMBER NAME	CONTRIBUTION	SHARING RATIO
Carlos Alvarez	\$350.00	100%

RESOLVED, that the aforesaid offers of contributions to the capital of the LLC in exchange for Membership Interests in the LLC are agreed as being fair, adequate, and reasonable, and should be and are hereby accepted by the LLC and its Members and Managers.

01 NOV -3 01 2:29  
FILE  
TALAHASSEE  
FLORIDA


FILED

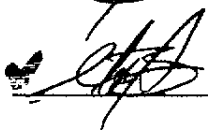
**RESOLVED, That the entire amount of the above payments be credited on the LLC's books and records in the manner designated by the LLC's accountant as contributions to the LLC's capital.**

**RESOLVED, that the Managers of the CAH Wood Railing Installation, LLC are directed and authorized to take all necessary actions to implement the above resolutions.**

**RESOLVED, That this Unanimous Consent, signed by all Members, is hereby deemed an amendment to the CAH Wood Railing Installation, LLC Operating Agreement, originally signed on August 22, 2004.**

DATED: 11/01/04

 \_\_\_\_\_ Carlos Alvarez, Manager

 \_\_\_\_\_ Carlos Alvarez, Member

04 NOV - 3 PM 2:20  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

**ATTACHMENT TO  
ARTICLES OF ORGANIZATION FOR  
CAH WOOD RAILING INSTALLATION, LLC**

**ARTICLE I – Name:**

The name of the Limited Liability Company is:

**CAH Wood Railing Installation, LLC**

**ARTICLE II – Address:**

The mailing address and street address of the principal office and the Limited Liability Company is:

**Principal Office Address:**

**CAH Wood Railing Installation, LLC  
12 Dorchester Drive South  
Greenacres City, FL 33463**

**Mailing Address:**

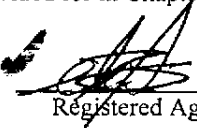
**CAH Wood Railing Installation, LLC  
12 Dorchester Drive South  
Greenacres City, FL 33463**

**ARTICLE III – Registered Agent, Registered Office & Registered Agent's Signature:**

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

**Carlos Alvarez  
CAH Wood Railing Installation, LLC  
12 Dorchester Drive South  
Greenacres City, FL 33463**

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, Florida Statutes.

  
\_\_\_\_\_  
Registered Agent's Signature

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

04 NOV - 3 PM 2:21

FILED