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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Crystal Clear Water Conditioning, LLC *

Deborah A. Hawkins and Joshua D. Stanley
Managing Members
196 S.W. Ridgecrest Drive
Port Saint Lucie, Fl. 34953

Registration Section
Division of Corporation
409 E. Gaines Street
Tallahassee, Florida 32399
(850) 245-6051

Re: Initial LLC and Registered Agent Filing

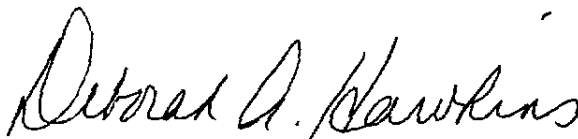
Gentleman:

Enclosed are:

1. The Articles for the above captioned LLC designating Deborah A. Hawkins as Agent for service of process.
2. The requisite fee of \$125.00 for the LLC and Agent.

Please do not hesitate to contact us at (772) 336-9614 with any questions. Furthermore, we have been working with a local attorney, Mr. Michael R. Grant, and he can be reached at (863) 824-2610 as well.

Best regards,



Deborah A. Hawkins,
Registered Agent for Crystal Clear Water Conditioning, LLC*

DAH/mrg

Encl: 2

* Pending approval and completion of filing.

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2005 JUN 11 P 3
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TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
FOR
FLORIDA LIMITED LIABILITY COMPANY**

ARTICLE I – Name

CRYSTAL CLEAR WATER CONDITIONING, LLC

ARTICLE II – Address

Principal Office Address

1104 N.W. Park Street
Okeechobee, Florida 34972

Mailing Address

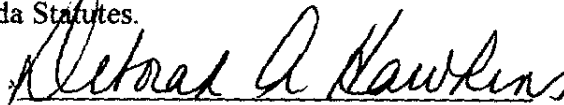
196 S.W. Ridgecrest Drive
Port St. Lucie, Fl. 34953

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

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

Deborah A. Hawkins,
196 S.W. Ridgecrest Drive
Port Saint Lucie, Fl. 34953

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 as registered agent as provided for in Chapter 608, Florida Statutes.



Deborah A. Hawkins,
in her capacity as registered agent
for Crystal Clear Water Conditioning, LLC

ARTICLE IV – Managing Members

Title

“MGR” = Manager

“MGRM” = Managing Member

MGRM

Deborah A. Hawkins
196 S.W. Ridgecrest Drive
Port Saint Lucie, Fl. 34953

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MGRM

Joshua D. Stanley
332 S.W. Lakehurst Dr.
Port St. Lucie, Fl. 34983

ARTICLE V – EFFECTIVE DATE

January 13, 2005 and operations will begin in early 2005. The above stated LLC will adopt a physical year ending for Tax Reporting Purposes, and provide quarterly reporting of its Financial Position and Income Statement to its Members.

ARTICLE VI – ASSIGNMENT OF MANAGING MEMBERS LIMITED LIABILITY

The managing members of the LLC, Deborah A. Hawkins, and Joshua D. Stanley, hereby agree to waive their right to limited liability in regards to the promissory note executed with Jose Renta, operating as a Sole Proprietor, and predecessor in interest of Crystal Clear Conditioning as follows:

1. The Promissory Note executed between Jose Renta, as creditor and Deborah A. Hawkins and Joshua D. Stanley, Debtors, in their capacity as managing members of the stated LLC provides Jose Renta a security interest in the entire business until the obligation (the Promissory Note) is reduced to Twenty Thousand Dollars in Principal if a default arise pursuant to the terms of the promissory note.
2. At the time the remaining principal of the Promissory Note is reduced below Twenty Thousand dollars, Jose Renta will no longer retain the right to foreclose on the above State LLC, and his status as a creditor shall revert to that of an unsecured creditor of the LLC, however, the managing members of the LLC, Deborah A. Hawkins and Joshua D. Stanley, will retain joint and several liability for the balance of the outstanding Promissory note personal as guarantors of the Promissory Note.

ARTICLE VII INCORPOATION OF OPERATING AGREEMENT and PLAN

Both the Managing Members hereby incorporate by reference, the Operating Agreement and Plan, which has been executed contemporaneously with this document.

ARTICLE VIII MANAGING MEMBERS CAPITAL CONTRIBUTIONS AND LIABILITIES ASSUME BY THE LLC

Deborah A Hawkins initial capital contribution is to wit:

- A. Fifty One Thousand Dollars in Cash and Promissory Note in exchange for 51 percent ownership.
- B. Part of the contribution consists of assumption of joint and several liability of the balance of a Promissory Note executed between the LLC and Jose Renta which is incorporated by reference into his document as discussed above in Article VI.

Joshua D. Stanley contribution consists of:

- A. Forty Nine Thousand Dollars in the form of a Promissory Note in exchange for Forty Nine Percent

ownership of the LLC.

- B. Part of the contribution consists of assumption of joint and several liability of the balance of a Promissory Note executed between the LLC and Jose Renta which is incorporated by reference into his document as discussed above in Article VI.

ARTICLE IX ADMISSION OF NEW MEMBERS

The LLC may not admit any new members until the Debt assumed by the Managing members and LLC to Jose Renta is discharged in full and upon the mutual agreement in writing by the existing Managing Members. It is further understood that the Managing Members are required to modify the Operating Agreement, and these Article of LLC upon said admission of (a) new member pursuant to Florida Law. Should any existent member of the LLC become incapacitated or die, their Heirs, Assigns, or Estate will be assigned an economic interest in the LLC. The surviving Member(s) will be afforded a right to purchase the interest in the LLC if the Heirs, Assigns, or Estate choose to dissolve and discontinue the LLC's operations.

ARTICLE X PURPOSE OF THE LLC

The LLC shall engage in any for Profit Activity permitted by Law based on the qualification of its members and compliance with local, county and state law. The primary purpose of the LLC shall be the installation and maintenance of Water Conditioning and Treatment Equipment along with the service, repair and maintenance of Water Conditioning and Treatment Systems.

ARTICLE XI SCOPE OF OPERATIONS OF THE LLC

The LLC shall operate throughout the State of Florida, with its primary region of operation in the Treasure Coast area encompassing Okeechobee County, Martin County, Saint Lucie and Palm Beach County.

ARTICLE XII INCORPORATION OF OPERATING AGREEMENT AND ITS MODIFICATION PROVISION

The Operating Agreement executed contemporaneously with this document contains provisions for profit and loss sharing, delegation of Managing Members Authority, and other provisions controlling the operation of the LLC. The Operating Agreement may not be modified without consensus of all members, and may only be done so at a meeting called in advance by a Managing Member. In the event of incapacity of a member, the Operating Agreement may not be modified without Order from the Court and appointment of a guardian for the incapacitated member.

COUNTY OF PORT SAINT LUCIE

In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an

affirmation under the penalties of perjury that the facts stated herein are true this day of 10 January 2005.

Deborah A. Hawkins

(Seal)

Deborah A. Hawkins
Managing Member and
Registered Agent

Identification proffered: Florida DL



Brenda H. Savoy
Commission #DD181269
Expires: Jan 31, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Joshua D. Stanley

(Seal)

Joshua D. Stanley
Managing Member

Identification proffered: Florida DL



Brenda H. Savoy
Commission #DD181269
Expires: Jan 31, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

SWORN TO and subscribed before me this 10 day of January 2005.

Brenda H. Savoy
Notary Public

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TALLAHASSEE, FLORIDA