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EXAMINER

TO: Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

**SUBJECT:** Keith – Ann – Theresa Limited Liability Company of Florida

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Daniel D. Peck Peck & Peck, P.A. 5801 Pelican Bay Blvd, Suite 103 Naples, Florida 34108-2709

For further information concerning this matter, please call Daniel D. Peck at (239) 566-3600.

Enclosed is a check for the following amount:	
\$125.00 Filing Fee	\$130.00 Filing Fee & Certificate of Status
\$155.00 Filing Fee & Certified Copy	\$160.00 Filing Fee, Certificate of Status & Certified Copy

# Mailing Address

Registration Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

# Stree/Courier Address

Registration Section Division of Corporations Clifton Building Tallahassee, FL 32301

# ARTICLES OF ORGANIZATION

#### **OF**

# Keith - Ann - Theresa Florida Limited Liability Company

#### ARTICLE I - Name

The name of the Limited Liability Company is: Keith - Ann - Theresa Florida Limited Liability Company

# **ARTICLE II – Address**

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

# **Principal Office Address and Mailing Address**

5801 Pelican Bay Boulevard, Suite 103 Naples, Florida 34108-2709

### ARTICLE III - Registered Agent, Registered Office & Registered Agent's Signature

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

DANIEL D. PECK PECK & PECK, P.A.

5801 Pelican Bay Boulevard, Suite 103 Naples, Florida 34108-2709

Registered Agent's Signature - DANIEL D. PECK

**ARTICLE IV – Manager(s) or Managing Member(s):** 

The name and address of the only Manager or Managing Member is as follows:

Title:

Name and Address:

Managing Member

Keith J. McNamara 75212 370<sup>th</sup> Street Bird Island, MN 55310

The provisions of the attached Keith - Ann - Theresa Limited Liability Company of Florida Articles of Organization are incorporated herein as part of the public recording hereof.

REQUIRED SIGNATURE

ffi J. McNamara

(In accordance with Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

# ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent and designated to accept service of process for the withinnamed Company, at the place designated herein, and being familiar with the obligations of that position, I hereby agree to act in that 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's Signature – DANIEL D. PECK
Dated: February 2, 2010

# ARTICLES OF ORGANIZATION Keith – Ann – Theresa Florida Limited Liability Company

The undersigned, being desirous of forming a limited liability company in accordance with the statutes of the State of Florida authorizing their formation, do hereby make and severally sign and swear to the following certificate for that purpose:

The name under which the company is to be conducted is Keith – Ann – Theresa Limited Liability Company of Florida. The managing nature and character of the business to be transacted is Real Estate Management and to do the things necessary or advisable or expedient in connection or incidental to such business, and to engage in such other business operations as the managing members shall determine. The location of the principal place of business of the company shall be 5801 Pelican Bay Boulevard, Suite 103, Naples, Florida 34108-2709 such other places of business as may be agreed upon by the managing members from time to time. The name and address of the resident agent for service of process is Daniel D. Peck of Peck & Peck, P.A., 5801 Pelican Bay Boulevard, Suite 103, Naples, Florida 34108-2709, who is not a managing member. The term of the company shall be from February 22, 2010 and shall continue until terminated by action of the members or as otherwise provided in the Operating Agreement.

Notwithstanding the above provisions of this Article, and subject to a provision in the company agreement pursuant to I.R.C. Section 704 © (2), gains from the sale of company property are allocated to non-managing members in the proportions which their capital accounts bear to the total non-managing capital accounts as of the first day in the calendar year for which the capital gain allocation is taking place. No non-managing member shall have the right to substitute an assignee as contributor or substitute non-managing member in his place without the written consent of the managing member or members. The nonmanaging member may sell the economic interest of his company interest only after he has first offered it to the company upon the same terms and conditions of the proposed sale. Except as otherwise provided, no non-managing member may assign his interest in the company without the consent of the managing member or members, after which consent such non-managing member and his assignce shall further execute such instruments as the managing member or members may reasonably require in order to affect the admission of such assignee as a limited member. No managing member may withdraw his original capital contributions as long as he remains a managing member. When a managing member withdraws as managing member, he may withdraw his managing membership capital account. Any non-managing member may withdraw any portion of his nonmanaging membership capital account by giving at least fifteen (15) months notice to a Managing Member prior to the withdrawal and obtaining majority approval of the Managing Members. A non-managing member may not withdraw his original capital contribution without majority approval of the Managing Members. The maximum obligation of the managing members, as a group, to the non-managing members, shall be \$10,000.00 per year.

The managing member or members may admit additional non-managing members from time to time on such terms and conditions as they deem proper. No right is given to any one or more of the non-managing members, to have priority over other non-managing members, as to contribution or as to compensation by way of income. Upon the death, retirement or insanity of a managing member, the remaining managing member or members have the right to continue the business of the company. Upon the death, retirement or insanity of the sole remaining managing member, a substitute managing member may be designated by the non-managing members. No right is given any non-managing member to demand and receive property other than cash in return for his contribution. The company shall be dissolved and liquidated, if upon the death, incapacity, expulsion, withdrawal or bankruptcy of a sole managing member, the non-managing members fail to designate a substitute managing member offectuate the substitution.