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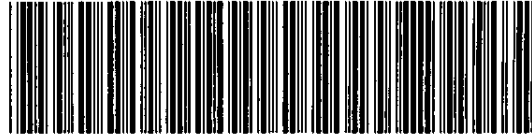
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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Garden Park Apartments, LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Justin R. Payne, Esq.

Name of Person

The Law Offices of Justin R. Payne, P.A.

Firm/Company

96 Willard Street, Suite 204

Address

Cocoa, FL 32922

City/State and Zip Code

jrplaw@cfl.rr.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Justin R. Payne 321 639-1300
Name of Person at () Daytime Telephone Number

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 (additional copy is enclosed) ☒ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF ORGANIZATION FOR
GARDEN PARK APARTMENTS, LLC**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, and that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I - NAME

The name of the limited liability company is **GARDEN PARK APARTMENTS, LLC.**

ARTICLE II - PRINCIPAL PLACE OF BUSINESS

The mailing address and street address of the principal office of GARDEN PARK APARTMENTS, LLC is:

**MAILING: 1600 Garden Street (Office)
Titusville, FL 32796**

**STREET: 1600 Garden Street (Office)
Titusville, FL 32796**

ARTICLE III - REGISTERED AGENT AND INITIAL REGISTERED OFFICE

The name and mailing address of the registered agent and the initial registered office is:

NAME: The Law Offices of Justin R. Payne, P.A.

**STREET: 96 Willard Street, Suite 204
Cocoa, FL 32922**

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 605, *Florida Statutes*.

Signed: _____

Justin R. Payne, Registered Agent

ARTICLE IV - MANAGEMENT

Management of this limited liability company is reserved to its members, whose names and addresses are as follows:

Brian Coomer
1600 Garden Street (Office)
Titusville, FL 32796

ARTICLE V - PURPOSES AND POWERS

The general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.
5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.
6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.
7. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability

company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers. Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE VI - EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE VII - MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous consent. A member's interest in the limited liability company may not be sold or otherwise transferred except with the written consent of all members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

ARTICLE VIII - DURATION

This limited liability company shall exist perpetually or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

The undersigned, being the original members of the limited liability company, certify that this instrument constitutes the Articles of Organization of **GARDEN PARK APARTMENTS, LLC**, and the execution of this document constitutes an affirmation under penalties of perjury that the facts stated herein are true.

GARDEN PARK APARTMENTS, LLC


BRIAN COOMER