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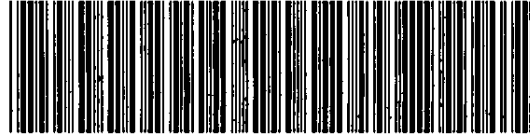
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7/5/16

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: 740 Gulf Shore Drive, 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:

Douglas K. Silvis

Name of Person

Silvis, Ambrose, Lindquist & Coch, P.C.

Firm/Company

P. O. Box 1557

Address

Thomasville, GA 31799-1557

City/State and Zip Code

doug@silvis-ambrose.com

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

For further information concerning this matter, please call:

Douglas K. Silvis

229

228-9999

at ()

Name of Person

Area Code

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

16 JUL -5 PM 4:32

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 12, 2016

DOUGLAS K. SILVIS
POST OFFICE BOX 1557
THOMASVILLE, GA 31799-1557

SUBJECT: 740 GULF SHORE DRIVE, LLC
Ref. Number: W16000035132

We have received your document for 740 GULF SHORE DRIVE, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must submit only one (1) set of completed Articles with complete signatures.

Please return the corrected original and one copy of 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) 245-6052.

Claretha Golden
Regulatory Specialist II
New Filing Section

Letter Number: 016A00010089

FILED
16 JUL -5 PM 4:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
740 GULF SHORE DRIVE, LLC**

FILED
16 JUL -5 PM 4: 32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(A Florida Limited Liability Company which will be Manager Managed)

THESE ARTICLES OF ORGANIZATION ARE FORMED UNDER APPLICABLE FLORIDA LAW AND FILED BY THE UNDERSIGNED ORGANIZER(S) FOR THE BENEFIT OF THE INITIAL MEMBER(S).

**ARTICLE ONE
Name**

1. The name of the limited liability company is **740 GULF SHORE DRIVE, LLC** (the "Company").

**ARTICLE TWO
Principal Office**

- 2.1 The street address of the initial principal office of the Company is **740 Gulf Shore Drive, Dog Island, FL 32322.**
- 2.2 Its mailing address is **780 Spring Lake Road, Thomasville, GA 31792.**

**ARTICLE THREE
Initial Registered Office and
Appointment and Acknowledgment of
Designated Registered Agent**

- 3.1 The name of the initial Florida Registered Agent is **Bill Havre.**
- 3.2 Its street address for service of process is **3030 N. Rocky Point Dr. STE 150A, Tampa, Florida 33607, Hillsborough County.**

**ARTICLE FOUR
Organizer and Initial Members**

- 4.1 The names of the organizers are **Timothy A. Ashton and Jane Brooks Neel Ashton**, its initial Managers. The mailing address of the organizers is **780 Spring Lake Road, Thomasville, GA 31792.** The organizers are acting for the initial Member(s), whose name(s) and membership percentages will be reflected in the Company Book and the initial membership certificate(s).

4.2 Composition and ownership percentages of the Company will be reflected in the minutes of any member meeting or in an Operating Agreement, but changes in membership may be made without need for amending these Articles.

ARTICLE FIVE

Duration

5.1 The Company shall commence upon the filing of these Articles and continue until its existence is terminated by its Member or Members or by its Manager or Managers, who are designated to act for the Member(s).

5.2 Except as otherwise specified in an Operating Agreement or agreed by its Members or Managers, it shall continue indefinitely.

ARTICLE SIX

Management

6. Authority to Manage or Bind Company:

6.1 **Timothy A. Ashton and Jane Brooks Neel Ashton** are the initial Managers, and each may be known as "Manager". The powers and duties of the "Manager" defined below, shall apply to each.

6.2 Either Manager shall have the right and authority to execute any and all documents to reflect decisions of the Company, or to execute any document to bind the Company.

6.3 Only one (1) signature of only one (1) manager shall be required on any legal document to bind the Company, unless otherwise provided in an Operating Agreement or Members' Resolution.

6.4 No third party need inquire from the Manager, nor shall it require any incumbency certificate from the Members, unless the person claiming to be the Manager, is someone other than one of the initial Managers designated in these Articles.

6.5 Notwithstanding the foregoing, each Manager and any other appointed officer shall serve at the pleasure of the Member or Members holding a majority interest in the Company.

6.6 The Manager or a majority of Members may create offices and appoint or elect persons to fill those offices, and give such persons such duties and powers as the Managers or the Members shall decide and provide by resolution or letter of authorization.

6.7 Unless or until otherwise determined by the Member(s), the following persons shall hold the following titles:

- a. Timothy A. Ashton, Manager

b. Jane Brooks Neel Ashton, Manager

ARTICLE SEVEN

Indemnification

7. Subject to applicable provisions of the Florida Statutes, and provisions of any written Operating Agreement, the Company shall indemnify and hold harmless any member or manager or officer or other person acting within the scope of his delegated authority from and against any and all claims and demands whatsoever arising in connection with the Company except for intentional misconduct, knowing violation of the law, or conduct resulting in a direct personal benefit in violation of the Operating Agreement.

ARTICLE EIGHT

Approval Rights of Members

8.1 Without limitation, except as otherwise provided in a written Operating Agreement, a Manager shall secure the approval of 2/3 vote of the Members before taking any of the following actions:

8.1.1 The dissolution of the limited liability company;

8.1.2 The merger of the limited liability company;

8.1.3 Action to approve a distribution of excess funds to members;

8.1.4 Action to borrow money, or to pledge company assets as security for debt or to pay any debt;

8.1.5 Action to buy or sell real property.

8.1.6 Amend these Articles of Organization.

8.2 Although a two-thirds (2/3) vote of the membership holding such percentage of ownership shall be required for any such specified actions, no third party need question the authority of the initial Manager, or any initial officer identified in these Articles, if he or she affirms that he has been duly authorized to bind the company to any such action.

ARTICLE NINE

Operating Agreement

9.1 **Articles to Act as Initial Operating Agreement:** In the absence of a separate Operating Agreement, or until a separate Operating Agreement is signed by all members, the Company shall be governed only by these Articles of Organization, including the following special operating provisions:

9.1.1 These Articles constitute the initial Operating Agreement.

9.1.2 The Company shall initially be managed by the managers designated above, who may each bind the Company as Manager.

9.1.3 Each Manager shall be authorized to open bank accounts, sign checks, make withdrawals, pay taxes and bills, issue invoices, collect debts, negotiate and enter into contracts, enforce debts, pay approved salaries, buy, sell, mortgage or lease real estate and personal property and to execute all documents necessary or incidental thereto, and generally handle any day-to-day operations of the Company, in behalf of the Member or Members.

9.1.4 The Company shall be deemed to have commenced operating the day these Articles are filed with the Secretary of State of Florida.

9.2 **Amendment to Articles of Organization:** The initial Managers or the organizers may authorize and cause amendments to these Articles, subject to approval by 2/3 vote of the membership. However, no third party need question either a Manager or organizer's authority to do so, if the Manager or organizer represents that he or it has been duly authorized by the Member or Members to amend these Articles.

9.3 **Amendment to Operating Agreement:** Any amendments to any Operating Agreement shall be adopted in the manner provided in that Operating Agreement or, if none is provided, then in the manner prescribed for adoption of any Operating Agreement. Unless otherwise stated, a majority of membership shares or percentages shall suffice.

ARTICLE TEN

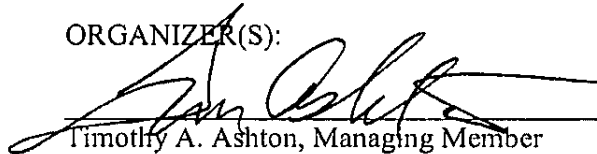
Purpose and Powers


10.1 **All lawful purposes and powers of For Profit Company.** The Company is organized for profit and for any lawful purpose or purposes not specifically prohibited to limited liability companies under the laws of the State of Florida, including but not limited to the purposes stated herein, and shall have all powers of such a company allowed by law, including but not limited to the power to buy, sell and mortgage or lease real property and borrow money and pledge company assets for such purposes.

10.2 **Initial Purposes.** The Company was formed as a limited liability company to provide, initially, a vehicle for its members to engage in the business of owning and managing real property on Dog Island, Florida, including but not limited to that property having a street address of 740 Gulf Shore Drive, Dog Island, FL 32322, for the benefit of its Members, and any other lawful business or enterprise approved by its Manager or its Members, and to do any and all things necessary, convenient or incidental to the conduct of that business or any other business in which it chooses to engage, and to have the legal benefits of limited personal liability accorded by operating as a limited liability company.

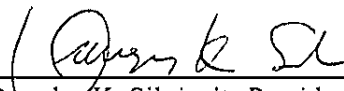
IN WITNESS WHEREOF, the undersigned executes, signs, seals and delivers these Articles of Organization this 3d day of May, 2016.

ORGANIZER(S):

 (Seal)
Timothy A. Ashton, Managing Member

 (Seal)
Jane Brooks Neel Ashton, Managing Member

Silvis, Ambrose, Lindquist & Coch, P.C.,
A Georgia Professional Corporation

By:  (Seal)
Douglas K. Silvis, its President

Please return to and address any questions to:

SILVIS, AMBROSE, LINDQUIST & COCH, P. C.
Douglas K. Silvis, Georgia Bar 646850
220 South Hansell Street
Post Office Box 1557
Thomasville, Georgia 31799-1557
Telephone: 229-228-9999
Facsimile: 229-226-9350

**ARTICLES OF ORGANIZATION
OF
740 GULF SHORE DRIVE, LLC**

Acceptance of Appointment as Registered Agent

FILED
16 JUL -5 PM 4:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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, F.S.



Bill Havre, Asst. Secretary — Registered Agents Inc