

L16000204565

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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MAIL

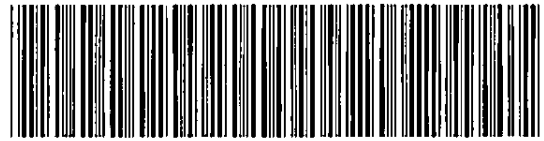
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2025 MAY 28 AM 6:44

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www.flawless

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Sunkissed Vacation Rental, LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Carlos Hernandez
Name of Person

Sunkissed Vacation Rental, LLC
Firm/Company

18495 S Dixie Hwy, Suite 256
Address

Miami FL 33157
City/State and Zip Code

Sunkissedvacationrental@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Carlos Hernandez at (786) 2776460
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$25.00 Filing Fee ☐ \$30.00 Filing Fee & Certificate of Status ☐ \$55.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

2023 JUN 28 AM 6:44

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Sunkissed Vacation Rental, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 11/7/2016 and assigned
Florida document number L 16000204565

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

[illegible]

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Signature of a member or authorized representative of a member

Typed or printed name of signee

2025 MAY 23 6:45

**MEMBERSHIP INTERESTS
PURCHASE AND TRANSFER AGREEMENT**

THIS MEMBERSHIP INTERESTS PURCHASE AND TRANSFER AGREEMENT ("Agreement") is made and entered into this Seventh day of March, 2025 ("Effective Date") by and between **SANDRA P. HERNANDEZ**, an individual whose principal residential address is 1891 NE 2nd Ct. Homestead, Florida 33033 ("**Seller**" and "**Transferor**") and **CARLOS J. HERNANDEZ**, an individual, whose principal address is 19 Al Canta Lane Key Largo, Florida 33037 ("**Buyer**" and "**Transferee**"). Seller and Buyer are referred to singularly as "Party" and collectively as "Parties" to this Agreement.

WITNESSETH

WHEREAS, Seller and Buyer are members of SUNKISSED VACATION RENTAL, LLC ("Sunkissed Vacation" or "Company");

WHEREAS, Company is duly registered in the State of Florida with document number L16000204565;

WHEREAS, Company is primarily in the business of managing a vacation rental property located at 19 Al Canta Lane in Key Largo, Florida ("**Rental Property**")

WHEREAS, Company's 100 percent membership interests are held in equal parts, 50 percent (50%) each, by Seller and Buyer who are the only Members and Managers of the Company;

WHEREAS, Company is the sole managing member of SUNKISSED BOAT RENTAL, LLC ("**Sunkissed Boat**"), a duly registered company in the State of Florida whose primary business is the management of a rental boat located at 19 Al Canta Lane in Key Largo, Florida 33037 ("**Rental Boat**");

WHEREAS, Parties are contemporaneously executing a Marital Settlement Agreement in which Seller desires to sell, transfer and assign to Buyer all of Seller's 50 percent membership interests in the Company to Buyer, and Buyer desires to purchase and acquire said membership interests under the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants, the value and sufficiency of which is acknowledged and agreed upon by both Parties as fair, and subject to the conditions contained in this Agreement, the Parties, intending to hereby be legally bound, agree to the following terms and conditions.

**ARTICLE I
SALE AND TRANSFER**

Agreement; and (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement.

10.4 Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by electronic mail, sent by registered mail, a recognized overnight delivery service, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective Party at the addresses shown above in this Agreement, unless and until a different address has been designated by written notice to the other Party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

10.5 This Agreement may not be changed, modified, amended, extended, terminated, waived or discharged except by an instrument in writing signed by the Party against which enforcement is sought. No failure to enforce the terms of this Agreement shall constitute a continuing waiver of that provision or a waiver of any other provision.

10.6 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

10.7 This Agreement shall inure to the benefit of, be binding upon and be enforceable by and against the Seller and the Buyer and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other person or entity any legal or equitable rights hereunder.

10.8 The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

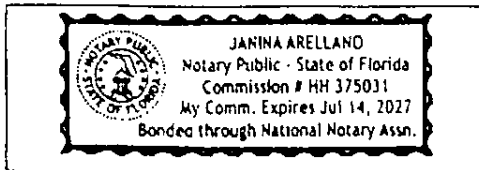
10.9 The Parties each acknowledge that this Agreement was fully negotiated between them and, therefore, no provision hereof shall be interpreted against any Party because such Party or its legal representative drafted such provision.

10.10 No rights or obligations under this Agreement may be assigned or delegated by the Seller without the written consent of the Buyer or by the Buyer without the written consent of the Seller; provided, however, that the Seller may, without the consent of the Buyer, assign Sellers' right to receive payment of the Purchase Price. If any assignment or delegation is made with the

Company: Sunkissed Vacation Rental, LLC
 Address: 1891 NE 2nd Ct. Homestead, FL 33033

STATE OF FLORIDA)
 COUNTY OF Dade)

Sworn to or affirmed and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
7 day of March, 2025 by SANDRA HERNANDEZ.



(Notary Seal)

Signature of Notary Public

Janina Arellano
 Name of Notary Public

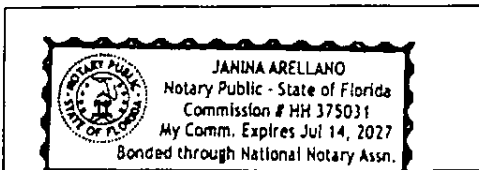
Personally Known ☒ OR Produced Identification ☐
 Type of Identification Produced _____

BUYER and TRANSFEREE.

By: [Signature]
 Name: **CARLOS HERNANDEZ** / Member
 Company: Sunkissed Vacation Rental, LLC
 Address: 19 Al Canta Lane Key Largo, Florida 33037

STATE OF FLORIDA)
 COUNTY OF Dade)

Sworn to or affirmed and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
7 day of March, 2025 by CARLOS HERNANDEZ.



(Notary Seal)

Signature of Notary Public

Janina Arellano
 Name of Notary Public

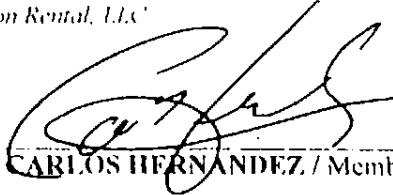
Personally Known ☒ OR Produced Identification ☐
 Type of Identification Produced _____

Attachment A – Bill of Sale

BILL OF SALE

WHEREAS, SANDRA P. HERNANDEZ, an individual and member of Sunkissed Vacation Rental, LLC, whose principal residential address is 1891 NE 2nd Ct. Homestead, Florida 33033 ("Seller") and CARLOS J. HERNANDEZ, an individual and member of Sunkissed Vacation Rental, LLC, whose

By:


CARLOS HERNANDEZ / MemberDate: March 7, 2025**Attachment C – Membership Interests Certificate with Transfer**

The membership interests represented by this Membership Interests Certificate have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws. The membership interests represented by this certificate may not be transferred, sold, or assigned unless so registered, or unless an exemption from such registration is available. Transfer of the membership interests represented by this certificate is subject to the restrictions in the company's operating agreement.

Certificate Number: 01**Membership Interests: 50**

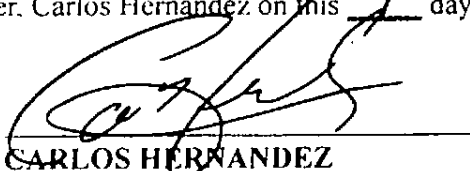
INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

SUNKISSED VACATION RENTAL, LLC

This certifies that SANDRA HERNANDEZ own FIFTY PERCENT (50%) MEMBERSHIP INTERESTS in SUNKISSED VACATION RENTAL, LLC, a Florida limited liability company, transferable only on the books of the company by the holder of this certificate in person, or by authorized agent, upon surrender of this certificate, properly endorsed.

In witness of the above, the company has caused this certificate to be signed by its Managing Member, Carlos Hernandez on this 7 day of March, 2025.

By:


CARLOS HERNANDEZ
Managing Member
Sunkissed Vacation Rental, LLC

Date:

3/7/2025**TRANSFER SECTION**

For value received, I, **SANDRA HERNANDEZ**, transfer to **CARLOS HERNANDEZ**, FIFTY PERCENT (50%) membership interests represented by this certificate, and instruct the corporate Secretary to record this transfer on the books of the company. Transfer restrictions, if any, are shown above.