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R. HUNT

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Ocala Ranch and Resort, 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:

Carole H. Kay

Name of Person

Ocala Ranch and Resort

Firm/Company

14301 SW 14th Street

Address

Ocala, FL 34481

City/State and Zip Code

carolekay@protonmail.com

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

For further information concerning this matter, please call:

Carole Kay

352 497-4675
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$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

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2022 OCT 24 AM 10:27
CLERK OF STATE
TALLAHASSEE, FL

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Ocala Ranch and Resort 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 02/05/2022 and assigned
Florida document number L20000042256.

This amendment is submitted to amend the following:

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

Ocala Ranch Realty LLC

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)

1 Hialeah Drive Ocala, FL 34482

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

14301 SW 14th Street Ocala FL 34481

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:

Stanley M. Kay Jr.

New Registered Office Address:

~~14421 SW 14th Street~~ 1 Hialeah Dr. Ocala FL 34482
Enter Florida street address

Ocala

City

Florida 34481

Zip Code

34482

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

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
AMBR	Stanley M. Kay Jr.	14421 SW 14th Street Ocala FL 34481	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

See attached Amended Articles of Operation for Ocala Ranch and Resort LLC with a name change to Ocala Ranch

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2022 OCT 28 AM 10:28
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TALLAHASSEE, FL

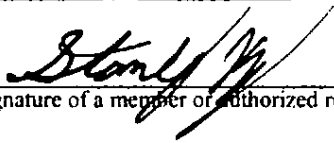
E. Effective date, if other than the date of filing: _____ (optional)

(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)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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.

Dated September 30, 2022



Signature of a member or authorized representative of a member

Stanley M. Kay Jr.

Typed or printed name of signee

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF Ocala Ranch and Resort LLC

AMMENDED September 13, 2022

This ~~Single~~ **two (2)-member** LLC Operating Agreement represents Ocala Ranch and Resort LLC that was formed in the State of Florida on February 5 2020, hereinafter known as the "Company".

Carole Kay of 14301 SW 14th Street, Ocala, Florida, 34481 and **Stanley Martin Kay Jr. of 14421 SW 14th Street, Ocala, FL, 34481** are recognized as the ~~sole~~ members of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business The name of the Company is ~~Ocala Ranch and Resort~~ **Ocala Ranch and Resort LLC** with a principal place of business at ~~14311 1 Hialeah Drive , Ocala, Florida, 34482~~. The mailing address shall be ~~same as the principal address 14301 SW 14th Street, Ocala, FL 34481.~~ **9/30/22**
9/30/22

2. Registered Agents The name of the Registered Agents are:

Member 1: Carole Kay with a registered office located at ~~14301 SW 14th Street, Ocala, Florida, 34481~~ for the service of process as of June 22 2020. **1 Hialeah Drive, Ocala, FL 34482**

Member 2: Stanley M. Kay Jr. with a registered office located at 1 Hialeah Drive, Ocala, FL 34482. Stanley M. Kay Jr. will be the registered agent with the State of Florida for filing and records.

This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Florida.

3. Formation The Company was formed on February 5, 2020, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Florida (the "Statutes").

4. Purpose The purpose of the Company is to conduct any lawful act or activities for which a Limited Liability company may be formed in the State of Governing law. ~~rentals for annual agreements and short term rentals.~~

5. Term The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions The Member(s) shall be making a Capital Contribution described as: Three mobile homes and cost to renovate and repair the homes (value estimated at \$30,000 to renovate and repair) - mobile home value \$24,000. Cost of land \$50,0000.

7. Distributions. The Members may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Members shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes. A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account

shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records and Tax Returns The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member. The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a ~~single~~ multi - member LLC, shall be taxed as a ~~Sole~~ Proprietorship in accordance with the provisions of the Internal Revenue Code.

9. Bank Accounts All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Florida.

11. Ownership of Company Property The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine. Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved. Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

13. Indemnification The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member

to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein. Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein. All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member. The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of nolo contendere or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Miscellaneous Page

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Florida. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities. This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes. Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the

parties hereto and to their respective heirs, executors, administrators, successors, and assigns. No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

The LLC may conduct business as a D.B.A. Ocala Ranch Realty or Ocala Ranch and Resort Realty as allowable by the Governing State of Law.

IN WITNESS WHEREOF, the Member(s) have executed this **amended** Agreement on September 13, 2022.

The Member(s) of Ocala Ranch and Resort LLC.

Carole Kay

Carole H. Kay 9/20/2022 11:33 AM EDT

Stanley M. Kay Jr.

Stanley M. Kay Jr. 9/20/2022 12:49 PM EDT

Witnessed by:

Tina Wilson

Tina Wilson 9/20/2022 4:34 PM EDT

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2022 OCT 24 AM 10:28
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