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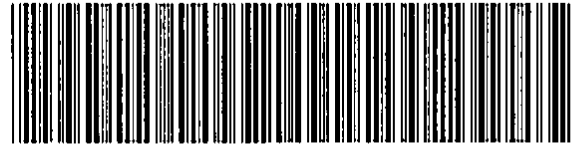
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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04/09/20--01014--005 \*\*160.00

Cover Letter

Anna L. Woods  
754 Summer Oaks Court  
Oviedo, Florida 32765

Ph: 407-621-1453



[Department of State](#) / [Division of Corporations](#) / [Start a Business](#) / [Start E-filing](#) / [Florida Limited Liability Company Filing](#) /

## Florida Limited Liability Company Filing

### Filing Information

If an effective date is required for this filing, enter here 03 / 27 / 2020 (MM/DD/YYYY) [What is an effective date?](#)

Required Filing Fees: \$125.00

Certificate of Status ☒ \$5.00 (Optional) [What is a certificate of status?](#)

Certified Copy ☒ \$30.00 (Optional) [What is a certified copy?](#)

Limited Liability Company Name Anna L. Woods LLC

(Name must end with "Limited Liability Company", "L.L.C." or "LLC")

Principal Place of Business (The principal address must be a street address)

Address 754 Summer Oaks Court

Suite, Apt. #, etc.

City, State Oviedo, FL

Zip Code & Country 32765

### Mailing Address

If your limited liability company mailing address is the same as the principal address above, please check the box below. Otherwise, enter your limited liability company mailing address.

☐ Mailing address same as principal address

Address 754 Summer Oaks Court

Suite, Apt. #, etc.

City, State Oviedo, FL

Zip Code & Country 32765

Name And Address of Registered Agent [What is a registered agent?](#)

Name Woods, Anna, L.  
Last Name First Name Initial Title (Sr., Jr., etc.)

- OR -

Business to serve as RA

(Must be different from entity name being filed)

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2020 APR -9 PM 2:55  
SECRETARY OF STATE  
TALLAHASSEE, FL

Address 754 Summer Oaks Court

(PO Box not acceptable)

Suite, Apt. #, etc.

City, State Oviedo, FL

Zip Code & Country 32765 US

The Registered Agent must type their name in the 'Registered Agent Signature' block below. RA signature **MUST** be an individual name. If the RA is a business entity, an individual must sign on the entity's behalf. **Do not enter the name of the entity you are attempting to file as Registered Agent.** A business entity cannot serve as its own RA.

Registered Agent Signature Anna L. Woods

*Anna L. Woods*

This signature must be that of the individual "signing" this document electronically or be made with the full knowledge and permission of the individual, otherwise it constitutes **forgery** under s. 831.06, F.S.

### Any Other Provision(s) - Optional (Purpose, Statements, etc.)

(Maximum of 240 characters.)

240 characters remaining

### Notice of Annual Report

This Limited Liability Company (LLC) must file an Annual Report with the Division of Corporations between January 1st and May 1st of every year to maintain "active" status. The LLC's first annual report will be due between January 1st and May 1st of the calendar year following the year the LLC is formed and must be filed online. The fee to file a LLC Annual Report is \$138.75. A late fee of \$400 is applied if the report is filed after May 1st. Reminder notices to file the Annual Report will be sent to the e-mail address you provide in these articles. File early to avoid the late fee.

### Correspondence Name And E-mail Address Why do you need my e-mail address?

Please enter your e-mail address carefully and verify that it is correct. This is the address correspondence pertaining to this filing and future annual report notices will be sent.

Name Anna L. Woods

E-mail Address woods.anna7@gmail.com

Re-enter E-mail Address woods.anna7@gmail.com

Signature of a member or an authorized representative.

Electronic Signature Anna L. Woods

*Anna L. Woods*

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S. I acknowledge that I have read the above "Notice of Annual Report" statement and understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this LLC and every year thereafter to maintain "active" status.

### Name And Address of Person(s) Authorized to Manage LLC What is a Manager (MGR) or or Authorized Representative (AR)?

List the name and address of each manager or representative authorized to manage and control the company. This information is required to open most bank accounts and to obtain workers' comp exemption. Once this document is filed, any changes will require an amendment and an additional \$25.00 filing fee.

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CLERK OF STATE  
TALLAHASSEE, FL

Title Mgr (MGR, AMBR, AP or other designated title(s))

Name Woods, Anna L,  
Last Name First Name Initial Title (Sr., Jr., etc.)

- OR -

Entity Name to serve as MGR,  
AMBR, AP or other designated title(s)

Street Address 1809 East Broadway Street #360

City, State Oviedo, Florida

Zip Code & Country 32765

Title (MGR, AMBR, AP or other designated title(s))

Name  
Last Name First Name Initial Title (Sr., Jr., etc.)

- OR -

Entity Name to serve as MGR,  
AMBR, AP or other designated title(s)

Street Address

City, State

Zip Code & Country

Title (MGR, AMBR, AP or other designated title(s))

Name  
Last Name First Name Initial Title (Sr., Jr., etc.)

- OR -

Entity Name to serve as MGR,  
AMBR, AP or other designated title(s)

Street Address

City, State

Zip Code & Country

Title (MGR, AMBR, AP or other designated title(s))

Name  
Last Name First Name Initial Title (Sr., Jr., etc.)

- OR -

Entity Name to serve as MGR,  
AMBR, AP or other designated title(s)

Street Address

City, State

Zip Code & Country

Title (MGR, AMBR, AP or other designated title(s))

Name

Last Name

First Name

Initial Title (Sr., Jr., etc.)

- OR -

Entity Name to serve as MGR,  
AMBR, AP or other designated title(s)

Street Address

City, State

Zip Code & Country

Title (MGR, AMBR, AP or other designated title(s))

Name

Last Name

First Name

Initial Title (Sr., Jr., etc.)

- OR -

Entity Name to serve as MGR,  
AMBR, AP or other designated title(s)

Street Address

City, State

Zip Code & Country

Please review the filing for accuracy. If you need to make corrections, do so at this time. The filing information will be added/edited exactly as you have entered it. Once you have submitted the information, your filing cannot be updated, removed, cancelled or refunded.

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TALLAHASSEE, FL

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF AL Woods, LLC

FORMED IN THE STATE OF FLORIDA

This Agreement, entered into on March 27, 2020, is a SINGLE-MEMBER LLC OPERATING AGREEMENT, entered into by and between AL Woods, LLC, a State of Florida LLC (the "Company") and Anna Woods of 754 Summer oaks Ct, Oviedo, Florida hereinafter known as the "Member"

WHEREAS the Member desire to create a limited liability company under the laws of the State of Florida and set forth the terms herein of the Company's operation and the relationship between Member(s).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

## 1. Name and Principal Place of Business

The name of the Company shall be Anna L Woods, LLC. The principal place of business of the Company shall be at 754 Summer Oaks Ct, City of Oviedo, in the State of Florida or at such other place of business as the Member shall determine.

## 2. Formation

The Company was formed on March 27<sup>th</sup>, 2020, when the Member filed the Articles of Organization with the office of the Secretary of State of the State of Florida pursuant to the statutes governing limited liability companies in the State of Florida. (the "Statutes")

## 3. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member in their discretion shall determine.

## 4. 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.

## 5. Member Capital Contributions

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member 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.

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Member by the Company.

## 6. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

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.

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
Anna Woods	100%



During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

## 7. 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 member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

The Company shall prepare all Federal, State and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

## 8. 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. 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 Members from time to time may designate.

## 9. Management of the Company

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

Anna Woods, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

### 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.

### 10. 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.

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 un-appealable 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.

## 11 Miscellaneous

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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 27 day of March 2020.

Anna L Woods, LLC

By: Anna L. Woods.

Anna L. Woods  
Member Signature

FILED  
2020 APR -9 PM 2:55  
SECRETARY OF STATE  
TALLAHASSEE, FL