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**FLORIDA LIMITED LIABILITY CO.  
KRP SEAMLESS GUTTERS, LLC**

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6/24/2020*

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**ARTICLES OF ORGANIZATION  
OF  
KRP SEAMLESS GUTTERS, LLC**  
(Pursuant to Section 605.0201 , Florida Statutes)

SECRETARY OF STATE  
TALLAHASSEE, FL

**ARTICLE I -Name:**

The name of the limited liability company is KRP SEAMLESS GUTTERS, LLC

**ARTICLE II -Address:**

The mailing and street address of the company is 1200 Kemala Ave., Molino FL 32577

**ARTICLE III-Purpose:**

The company has been organized for services and any other lawful business.

**ARTICLE IV-Initial Members:**

Initial members of the company are Kim R. Parvin, 1200 Kemala Ave., Molino, FL 32577

**ARTICLE V-Transfer of Interests:**

The company may admit new members or a member may sell his/her interest and membership, or a portion thereof, only with unanimous approval of existing members, and only upon terms disclosed to all existing members. In the event of death or disability or an existing member, the company shall wind up its affairs and file dissolution according to law unless within 90 days of such death or determination of disability all members consent in writing to continue operations.


**ARTICLE VI -Registered Agent:**

**CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED  
OFFICE**

Pursuant to the provisions of Section 605.0201 , Florida Statutes, KRP SEAMLESS GUTTERS, LLC, a limited liability company, submits the following statement in designation the registered office/registered agent in the State of Florida:

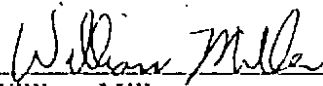
The name and address of the registered agent and office is: William Miller 4653 Shaag Rd., Molino, FL 32577.

*Having been named as registered agent and to accept service of process for the above named 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.*

Dated: 6/5/2020  
Registered Agent: William Miller**ARTICLE VII-Not Manager-Managed:**

The company is not a manager-managed company. An operation agreement approved first by all initial members, subject to amendment by a majority thereafter, shall control the day-to-day operation of the company.

**IN WITNESS WHEREOF**, the undersigned for and authorized representative of the company has executed these Articles of Organization this 5<sup>th</sup> day of JUNE, 2020, Escambia County, Florida.

  
William Miller  
4653 Shaag Rd.  
Molino FL 32577  
(850) 449-21712020 JUN -9 AM 8:06  
SECRETARY OF STATE  
TALLAHASSEE, FL

FILED

## KRP SEAMLESS GUTTERS, LLC, OPERATING AGREEMENT

The undersigned members of KRP SEAMLESS GUTTERS, a Florida limited liability company, agree, consent and adopt the following rules of operation, proportions of ownership, initial capitalization, methods of distribution of profit and assets, and other required procedures for business operation. All members acknowledge the receipt and sufficiency of the mutual promises and covenants contained herein, and other good and valuable considerations, to support enforcement among them of these matters consistent with Chapter 608, Florida Statutes 2000. Adopted this 27th day of June, 2020.

1. This limited liability company (LLC) has been formed by filing the Articles of Organization, a copy of which is attached hereto and hereby ratified.
2. Initial ownership proportions of this LLC are:  
  
100% Kim Renee Parvin;

Voting power of the LLC is in proportion to a member's ownership interest, and must be voted by that member or another person by proxy. A proxy held by a non-member may be voted only at a meeting called after notice, must be attached to the minutes of such meeting, and its authority is void thereafter.

3. The LLC shall exist in perpetuity unless dissolved according to law or the Articles of Organization.
4. Purpose of the LLC is entertainment and any other lawful business.
5. The following matters shall require unanimous written approval of all members:
  - (a) Transfer by sale or otherwise of any ownership proportion by a member, upon terms specified. The LLC or any member or combination of members shall have first refusal to purchase according to the same terms disclosed from the transferring member.
  - (b) Any pledge or encumbrance of a member's ownership interest.
  - (c) Purchase of real property or any personal property costing more than \$15,000.00.
  - (d) Salary to be paid to a member.
  - (e) Amendment of any term of this Operating Agreement.
6. Initial capitalization is as follows:

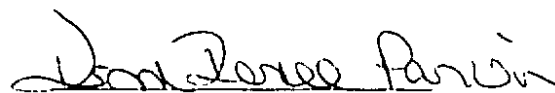
**KIM RENEE PARVIN** by contribution of stock and product typically associated with the services industry; In addition, Kim Renee Parvin will provide advances of cash at interest of current bank rate, or loan guarantee, as needed for operations. All such advances will be secured by lien in all assets of the LLC as well as other members' ownership proportions until fully paid, to become due at any time after 30 days written notice to other members. Kim Renee Parvin shall also be entitled to a perfected security interest or mortgage on all real or personal property acquired by the LLC for these advances.

**KIM RENEE PARVIN** her time, talent and expertise in services and supervision.

- 7 Not less than two member signatures shall be required for any checks, drafts or notes to or on any bank account of the LLC exceeding \$2,500.00
- 8 Any decision or action not otherwise specified herein shall require the approval of a majority of ownership, including appointment of managers, election of officers, authorization for banking resolutions or other activity deemed by a majority to require such approval. Written, delivered notice by any member to all other members may call a meeting of members hereunder.
- 9 Distributions of profit shall only be made after every member's loan or advances shall be fully paid. Distributions must be approved by three-fourths (3/4) of voting power at a meeting after notice and accounting. When made, distributions are to be proportionate with a member's ownership, reduced by any debt of said member to the LLC.
- 10 All members agree to abide by a fiduciary standard of duty toward the LLC including, but not limited to, those enumerated in Fla. Stat. § 608.4225, for managing members. Specifically, each member owes to the LLC the duty to deal with other investment opportunities in good faith with regard to the best interests of the LLC. This requirement does not apply to similar investments, partnerships or joint ventures to which the member is committed before becoming a member of this LLC.
11. **GENERAL PROVISIONS:**
  - A. This instrument contains the entire agreement among the parties.
  - B. This agreement shall be construed in accordance with and governed by the laws of the State of Florida.

- C. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives, assigns and/or parties taking by and through the parties hereto.
- D. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.
- E. The parties hereto covenant and agree that they will execute any further instruments and that they will perform any acts, which are or may become necessary to effectuate and to carry on the partnership created by this Agreement.
- F. Matters not otherwise covered herein or ambiguous matters based on reasonable interpretation shall be resolved by an agreement of three fourths (3/4) of the voting power.
- G. Should any clause or part of this instrument be held invalid, the rest of the instrument shall survive so long as the intent of the parties is effectuated overall by the enforcement of said remainder of the instrument.
- H. Where days are counted the first day shall be excluded and the last included. Saturdays, Sundays and holidays shall also be included in the count of days unless the last day of the time period falls on Saturday, Sunday or a holiday and in said event the last day shall be the first work day following.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.



MEMBERS

KIM RENEE PARVIN