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R. HUNT 02/27/23

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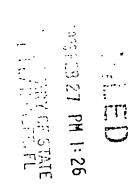
To: Registration Section
Division of Corporation

SUBJECT: DODSON HOUSE, LLC

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

Please return all correspondence concerning this matter to the following:

Owen Trepanier 1421 First St, Ste 101 Key West, FL 33040 bookkeeping@owentrepanier.com



For future information concerning this matter, please call Beth Harrington at (305) 293-8983.

Enclosed is a check for the following amount:

\$25.00 Filling fee

\$30.00 Filling fee & Certification of Status

\$55.00 Filling Fee & Certified Copy (Additional copy is enclosed)

\$60.00 Filling Fee, Certificate of Status & Certified Copy (Additional copy is enclosed)

Mailing Address

Registration Section Division of Corporations PO 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

# AMENDED ARTICLES OF ORGANIZATION

OF

# DODSON HOUSE, LLC

In order to form and create a limited liability company pursuant to Chapter 605 and <u>Fla. Statutes</u> 605.0201 of the laws of the State of Florida, we do hereby execute and adopt these Articles of Organization to be filed with the Florida Department of State and do hereby state and certify the following, pursuant to 605.0202. <u>Florida Statutes:</u>

# ARTICLE I: NAME OF LIMITED LIABILITY COMPANY

In accordance with Fla. Stat. 605.0112 and 605.0201(2)(a), the limited liability company's name shall be

# "DODSON HOUSE, LLC"

# ARTICLE II - PERIOD OF OF DURATION OF LIMITED LIABILITY COMPANY

This limited liability company shall have an indefinite duration in accordance with <u>Fla. Stat.</u> 605.010S(3). This limited liability company's existence shall begin at the date and time when the Articles of Organization are filed with the Florida Department of State, all in accordance with <u>Fla. Stat.</u> 605.0201(4) and <u>Fla. Stat.</u> 605.0207.

## ARTICLE III - LOCATION OF PRINCIPAL OFFICE

As required under <u>Fla. Stat.</u> 605.0201(2)(b), the mailing and street address of this limited liability company's principal office is as follows.

# Street Address:

1024 Thomas Street Key West, FL 33040

Mailing Address:

1024 Thomas Street Key West, FL 33040

#### ARTICLE IV - REGISTERED OFFICE AND REGISTERED AGENT

The street address of this limited liability company's registered agent address in the State of Florid is: 1024 Thomas Street, Key West, Florida 33040. The name of the registered agent is:

#### Richard Puente

#### <u>ARTICLE V – ADMISSION OF NEW MEMBERS</u>

Members may admit additional new Members in compliance with the terms and conditions of this article. A new Member may be admitted into this limited liability company only if (i) such a new Member acquires ownership units in this limited liability company. (ii) any first refusal rights or other restrictions on ownership unit transferability granted under any operating agreement then in the effect governing this limited liability company are complied with, (iii) such a new Member agrees to comply with any operating agreement then in effect governing this limited liability company and (iv) such a new Member executes such instruments as the other Members determine are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted as a new Member to be bound by all the covenants, terms and conditions of these Articles of Organization and any operating agreement then governing this limited liability company then in effect. Said new Member shall receive a capital interest and the interest in the net profits and net looses and cash flow of this limited liability company in an amount commensurate with the formula prescribed in Article VIII hereof.

#### ARTICLE VI - CONFIGURATION OF BUSINESS

The remaining Members of this limited liability company are specifically given the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of blember or the occurrence of an event which terminates the continued membership of a Member in this limited liability company it being the intent of the Member hereunder that the existence of this limited liability company be for the term of years set forth in Article II hereof.

## ARTICLE VII - COMPOSITION OF MANAGEMENT

In accordance with Fla. Stat. 605.0201(3)(a), this limited liability company shall be managed by Managers for purpose of Fla. Stat. 605.0407 and other relevant provisions of Chapter 605. Florida Statues. This limited liability company shall be managed by one (1) Manager, RICHARD PUENTE, and no other persons or individuals shall have the right to manage this limited liability company until such time, by corporate action, that the Manager is removed or replaced, or resigns, dies, voluntarily retires or consents in writing to a successor Manager. Accordingly, this limited liability company is to be a Manager managed company as set forth in Fla. Stat 605.0407(b)(a) and shall be so managed by a Manager. RICHARD PUENTE. Upon the removal, replacement, resignation, death, or retirement, or written consent to a successor(s) Manager, the successor Manager(s) shall be selected (i) in accordance with any then adopted Operating Agreement governing this limited liability company or (ii) if no such operating agreement has been adopted, by majority percentage vote of Members holding a majority of units in this limited liability company.

In accordance with the forgoing, the name and address of the Manager of this limited liability company is:

Name of Manager

<u>Address</u>

RICHARD PUENTE

1024 Thomas Street Key West, FL, 33040

Notwithstanding anything to the contrary contained in <u>Fla. Stat.</u> 605.0407 or <u>Fla. Stat.</u> 605.0404(2) (or successor sections) the Manager shall have sole discretion in making decisions to make distribution to member from this limited liability company. Furthermore, since this limited liability company is to be a Manager managed company, the Manager shall have all the rights afforded under <u>Fla. Stat.</u> 605.0407(3) (or successor statute); and the rights afforded to the Manager hereunder shall not be abridged by any subsequent amendments to this limited liability company's Operating Agreement.

# ARTICLE VIII - OWNERSHIP UNITS

The maximum number of ownership units that this limited liability company is authorized to have outstanding is one thousand (1.000) units, all of which shall be identical units. This limited liability company is not obligated to issue all of it's authorized outstanding units but rather may issue to initial Members a portion of it's authorized ownership units and reserve a portion of such ownership units for future authorization to future Members, if any. Each of such ownership units shall represent the ownership of that percentage of the total units outstanding at any time as is the equivalent of the ratio in which one is the numerator and the total number of units outstanding is the denominator. Each Member shall receive a capital interest and an interest in the net profits and net losses and cash flow of this limited liability company (to the extent distribution is authorized) in an amount equal to that ratio in which the number of units held by that Member is the numerator and the total number of units outstanding is the denominator.

# ARTICLE IX - PURPOSE OF LIMITED LIABILITY COMPANY

The purpose for which this limited liability company is formed is to engage in any lawful acts or other activities for which limited liability company may be formed under Chapter 605. Florida Statues.

# ARTICLE X - STATEMENT OF AUTHORITY AGREEMENT

This limited liability company may file a Statement of Authority as so provided in Fla. Stat. 605.0302. Such statement of authority encompass all or any matters set forth in Fla. Stat. 605.0302.

#### ARTICLE XI - OPERATING AGREEMENT

Upon the majority consent of all members hereto this limited liability company may adopt an Operating Agreement which shall govern the operations of this limited liability company, shall prescribe the method for electing the Managers and designating successors and shall be the Members so elect, grant hist refused rights on other restrictions on ownership unit transferability and govern legal agreements among Members. Nothing in this Article of Organization shall compel the Members to adopt such an Operating Agreement unless they deem sane desirable.

IN WITNESS WHEREOF, the undersigned Member of this limited liability company has executed these Articles of Organization on this 10th day of February 2023.

DODSON HOUSE, LLC

a Florida limited liability company

OWEN JOHN TREPANIER, Manager & Organizer

STATE OF FLORIDA COUNTY OF MONROE

BEFORE ME, an officer duty qualified to take acknowledgments, personally appeared OWEN JOHN TREPANIER, the signors who appeared before me at the time of this notarization and are personally known to me, or who have produced \_\_\_\_\_\_\_\_ as identification to prove to me to be the persons described in and who executed the following Article of Organization, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 15 day of February, 2023.

Notary Public - State of FL

Commissions expires:

Notary Public State of Florida Comm# HH149093 Expires 7/5/2025