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11/07/22

11/27/22

# COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: K&S Beach House 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:

Jeremy M. Dick

Name of Person

K&S Beach House LLC

Firm/Company

5940 Saint John Drive

Address

Alexandria, VA 22310

City/State and Zip Code

jeremyd1984@gmail.com

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

For further information concerning this matter, please call:

Jeremy M. Dick

703

598-1251

at ( )

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

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

K&S Beach House LLC

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

2022 NOV -7 PM 1:46

The Articles of Organization for this Limited Liability Company were filed on 06/17/2022 and assigned  
Florida document number L22000277481.

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

**MGR = Manager**  
**AMBR = Authorized Member**

[illegible]

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

Only changing status of Jeremy M. Dick from Manager to Authoized Member. No other party is being added  
or removed.

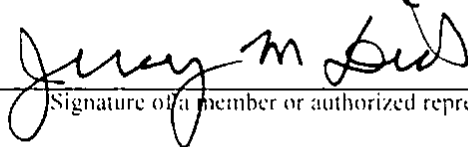
**E. Effective date, if other than the date of filing: \_\_\_\_\_ (optional)**

(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)

**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 28 October 2022



Signature of a member or authorized representative of a member

Jeremy M. Dick

Typed or printed name of signer

2022 NOV -7 PM 1:45

**OPERATING AGREEMENT**  
**K&S BEACH HOUSE, LLC**

**THIS OPERATING AGREEMENT** (the "Agreement") is entered into as of this 31st day of October, 2022, by and among **Jeremy M. Dick, Joshua S. Dick and Glennia T. Hause** (hereinafter, sometimes referred to collectively, as "Members" and, singularly, as a "Member" and **K&S BEACH HOUSE, LLC**, a Florida limited liability company (hereinafter, the "Company"), whose address is 5940 Saint John Drive, Alexandria, VA 22310, filed under Document Number L22000277481.

**RECITALS**

The Members desire to invest in the Company, for the purpose of owning, managing, developing, selling, leasing, mortgaging, pledging and otherwise dealing with the real estate property acquired by the Company, (the "Property"), which shall be initially funded by the property known as: 180 Waters Edge Lane, Indialantic, FL 32903.

The purpose of this Agreement is to document the Members' mutual understanding and the terms and conditions pursuant to which they intend to accomplish the foregoing objectives.

**NOW, THEREFORE**, in consideration of the mutual covenants in this Agreement, the Members form and organize the Company for the purposes and upon the terms, provisions, and conditions as hereinafter set forth. The rights and obligations of the Members shall be determined by the Florida law and any applicable provisions of the Florida Statutes governing the Company, except, however, as those rights and obligations are modified, abrogated, or supplemented by this Agreement. It is expressly agreed by the Members that the business of the Company is expressly limited to the specific scope and purposes hereinafter set forth.

**1. Formation of the Company.**

1.1 *Name.* The activities and business of the Company shall be conducted under the name of **K&S BEACH HOUSE, LLC**.

1.2 *Place of Business.* The principal office of the Company shall be at whose address is 5940 Saint John Drive, Alexandria, VA 22310, or at such other location as may hereafter be determined by the Members. Additional places of business may be located elsewhere.

1.3 *Mailing Address.* The mailing address of the Company shall be 5940 Saint John Drive, Alexandria, VA 22310.

1.4 *Purpose.* The Company is organized to engage in the following business for investment and profit: (a) acquire, develop, lease, operate, invest, sell and convey the Property; (b) borrow funds in furtherance of any and all purposes of the Company and execute and deliver evidences of indebtedness and secure the same by mortgages, deeds of trust, security agreements or other liens or security interests; (c) engage in any business permitted

by the laws of the State of Florida or any other jurisdiction in which the Company do business, relative to the Property; and (d) perform all other acts which may be necessary incidental or convenient to carry on the Company's business as contemplated by the Agreement.

1.5 *Term.* The term of the Company shall begin upon the acceptance of the Articles of Organization of the Company by the Department of State and its duration shall be perpetual unless its existence is sooner terminated pursuant to Section VII of this Agreement.

1.6 *Amendments.* The name of the Company, this operating agreement, the location of its principal place of business, and its mailing address may be changed at any time and from time to time by the consent of a majority having a Membership Interest (as such term is defined below) in the Company.

1.7 *Fictitious Trade Name Registration.* The Members may execute and record all assumed or fictitious name certificates or other certificates required by law in connection with the continuation or operation of the business of the Company.

1.8 *Members.* The name, present mailing address, and percentage interest of the Members is set forth as follows:

<u>Name &amp; Address:</u>	<u>Percentage Interest</u>
Jeremy M. Dick 5940 Saint John Drive Alexandra, VA 22310	1/3
Glenna T. Hauser 13724 Glynshel Drive Winter Garden, FL 34787	1/3
Joshua S. Dick 1437 Greenside Drive Raleigh, NC 27609	1/3

## **2. Defined Terms.**

The following capitalized terms shall have the meanings specified in this Section 2. Other terms are defined in the text of this Agreement, and shall have the meanings respectively ascribed to them.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

*"Interest Holder"* means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

*"Involuntary Withdrawal"* means, the occurrence of any of the following events:

- (i) Member makes an assignment for the benefit of creditors;
- (ii) Member files a voluntary petition of bankruptcy;
- (iii) Member is given a judgement of bankruptcy or insolvency or there is entered against an order for relief in any bankruptcy or insolvency proceeding;

*"Membership Interest"* means the percentage of the interest in the Company owned by a Member.

*"Person"* means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

*"Positive Capital Account"* means a Capital Account with a balance greater than zero.

*"Profit"* and *"Loss"* means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

*"Treasury Regulation"* means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

*"Department of State"* means the Florida Department of State.

*"Successor"* means all Persons to whom all or any part of a Membership Interest is transferred either because of (i) the sale or gift by a Member of all or any part of his or her Membership Interest, (ii) an assignment of a Member's Membership Interest due to Member's Involuntary Withdrawal, or (iii) because a Member dies and the Persons are the Member's personal representatives, heirs, or legatees.

*"Transfer"* means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

*"Withdrawal"* means a Member's dissociation or withdrawal from the Company by any means.

### **3. Capital; Capital Accounts.**

3.1 *Initial Capital Contributions.* Each Member has contributed to the Company cash, as follows:



Jeremy M. Dick	\$37,500.00
5940 Saint John Drive	
Alexandra, VA 22310	

Glenna T. Hauser	\$37,500.00
13724 Glynshel Drive	
Winter Garden, FL 34787	

Joshua S. Dick	\$37,500.00
1437 Greenside Drive	
Raleigh, NC 27609	

3.2 *Additional Contributions. Cash Calls.* If by a majority of interest, a cash call is requested, any Member has the option not to provide the additional cash requested by the majority of the members, however, their ownership and voting rights will be diluted accordingly.

The Members agree and understand that an additional \$50,000.00 cash call is being considered within six months of this Agreement being executed.

The Membership Interest allocated to each of the above Members shall be evidenced by a Membership Certificate issued to the respective Member or such Member's assigns or designee, subject to the provisions of Paragraph 6 below.

#### 4. Profit, Loss, and Distributions.

4.1. *Distributions of Cash Flow.* Cash Flow for each taxable year of the Company shall be distributed to a Member in the discretion of the majority of interest of the Members.

4.2. *Allocation of Profit or Loss.* All Profit or Loss shall be allocated to the Members after all liabilities are paid and Capital Contributions have been returned. Profit or Loss shall be allocated in the discretion of the majority of interest of the Members.

## 5. Management: Rights, Powers, and Duties.

5.1 *Management.* The Company shall be initially operated and managed by any Member, who shall have all rights of making decisions, allocations, purchases, sales, leasing, and any and all financial matters for the Company.

5.1.1 The Members shall hold office until a successor has been duly elected and qualified.

5.1.2 The Members authorize **Jonathan Hauser** as an authorized party to conduct necessary business activities in furtherance of this Agreement. Jonathan Hauser shall have authority, including, but not limited to, the following tasks:

- A) Manage websites that the LLC advertises on.
- B) Pay bills and sign checks as authorized by banking institutions.

- C) Sign leases with prospective long-term or short-term tenants.
- D) Hire and fire contractors and service companies.
- E) Work directly with insurance companies and the HOA.
- F) Any and all other actions required to further the intent of the LLC operating agreement.

5.1.3 Jonathan Hauser and Jeremy Dick, any other Member, as agreed to by a majority in interest, shall be entitled to compensation for services rendered in the total amount of five percent (5%) or 2.5% each (in the case of two individuals) of the net proceeds of the LLC. The parties may allocate the additional profits as member distributions, or as they otherwise agree and see fit.

5.2. *Personal Services.* A Member shall not be required to perform services for the Company solely by virtue of being a Member.

5.3. *Liability and Indemnification.*

5.3.1. The Members shall not be personally liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by a Member with respect to Company matters, except for fraud or willful misconduct.

5.3.2. The Company shall be entitled to indemnify a Member for any act performed by a Member with respect to Company matters, except for fraud or willful misconduct.

5.4. *Authority of Members.*

5.4.1 The Members of the Company shall have the power, on behalf of the Company, with the consent and approval of a majority of the Members, to do all things necessary or convenient to carry out the business and affairs of the Company, including, but not limited to, the following matters:

1. To acquire or lease property, equipment or any other asset from any Person as may be required to develop, operate and maintain the Property.
2. To borrow money for the business purposes of the Company from banks and other lending institutions, encumber and grant security interests.
3. To purchase liability and other insurance to protect the Company's property and business.
4. To hold and own any Company property in the name of the Company.

5. To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

6. To dispose of the Company's property in the ordinary course of the Company's business.

7. To execute on behalf of the Company all instruments and documents including, without limitation, checks, drafts, notes and other negotiable instruments, mortgage or deeds of trust, security agreements, financing statements, documents providing for the acquisition, development, leasing, mortgage or disposition of the Property, assignments, bill of sale, leases, deeds, closing statements, and other other closing documents required by a law firm or title company to sell the assets of the organization, agreements, regulations of other limited liability companies and any other instruments or documents necessary or incident to the business of the Company with respect to the development of the Property.

8. To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.

9. To enter into any and all other agreements on behalf of the Company with any other Person for any purpose relative to the Property.

10. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

11. Dispose of all, or substantially all, of the property of the Company.

12. Amend this Agreement.

13. Admit Additional, Remove, or Substitute Members.

14. Continue the Company after an event of dissolution, except as provided by this Agreement;

15. Merge or consolidate the Company with or into one or more limited liability companies or other business entities.

5.5 *Quorum.* A majority of Members in interest shall constitute a quorum of the Company.

## **6. Transfer of Interests and Withdrawal of Member.**

### **6.1 Transfers.**

6.1.1 *Transfers by Member.* A Member may Transfer any portion of their Membership Interest in the Company to one or more of the Members or a Successor, or to a

Member of the immediate family of the Member, with consent of a Majority of interest of the Members.

6.2 *Transfer to a Successor.* In the event of any Transfer of all or any part of Member's Membership Interest to a Successor, the Successor shall thereupon become Member and the Company shall continue in operation.

6.3 *Resignation of Members.* A Member may resign, retire or withdraw from the Company at any time by giving sixty (60) days advance written notice thereof to the remaining Members. The right of a resigning, retiring or withdrawing Member to compensation for the Member's Membership Interest in the Company shall be governed by the provisions of Section 6 of this Agreement. The resignation, retirement or withdrawal of a Member shall terminate the Member's ownership and voting rights in the Company as of the date of the resignation, retirement or withdrawal.

6.4 *Disassociation of a Member.* The withdrawal, resignation, retirement, expulsion, removal, bankruptcy or dissolution of a Member shall terminate the ownership of the Member in the Company. Such a Member shall constitute a "disassociated Member."

6.5 *Death of a Member.* Upon the death of a Member, the ownership interest of the Member shall be distributed to the heirs at law of the Member, or as otherwise directed by the Member's Last Will and Testament or Stock Certificate.

6.6 *Right of First Refusal.* Upon the transfer of interest of a Member by sale, resignation, dissociation, dissolution, or death, the remaining Members in Interest shall have a Right of First Refusal to purchase the interest of the Member whose interest is subject to transfer. The Right of First Refusal shall be governed as follows:

- A) Upon written notice of transfer of interest, the remaining Members in Interest of the LLC shall each have a right of First Refusal.
- B) Upon written notice being received by a Member of a transfer in interest, the other Members shall have forty five (45) days to exercise their Right of First Refusal. The Member shall submit in writing to all remaining Members and the Member who is transferring their interest, or his or her representative, of the Member's intention to exercise the Right of First Refusal.
- C) If the Membership interest is being sold, the Members exercising the Right of First Refusal may step in under the same terms of the contract for purchase and sale of the Membership Interest.
- D) If the Membership interest is otherwise transferred without consideration, the Right of First Refusal shall be based on the average of two appraisals conducted by licensed appraisers.
- E) If a Member is Dissociated from the LLC by majority of interest vote of the other Members, the Right of First Refusal provision shall be automatically

enacted by all voting members, and the Member being removed shall be chose one of the two appraisers.

F) If a Member in Interest wishes to resign from the LLC and no party exercises their Right of First Refusal, the Members Interest shall be equally divided between the remaining Members.

G) All costs of the Right of First Refusal option shall be costs of the LLC.

6.7 *Passive Investors.* At the inception of this Agreement, Joshua Dick is a Passive Investor. Joshua Dick can become an Active Investor if he chooses to be and that change is agreed to by a majority vote of the Members.

## **7. Books, Records, Accounting, and Tax Elections**

7.1 *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the name of the Company. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

7.2 *Books and Records.* The Members shall keep or cause to be kept complete and accurate books and records of the Company with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and business practices.

7.3 *Annual Accounting Period.* The annual accounting period of the Company shall be the calendar year.

## **8. General Provisions.**

8.1 *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Florida.

8.2 *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

8.3 *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

8.4 *Severability of Provisions.* Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement and seal, as of the date set forth hereinabove.

MEMBER

LM  
Witness Name: Robert Greene

Loma Branch  
Witness Name: Smith Espinoza

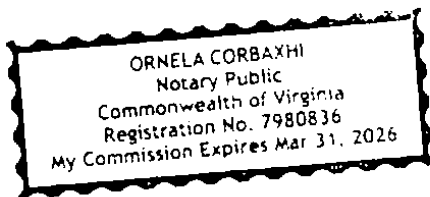
Jeremy M Dick (Seal)  
Print Name: Jeremy M. Dick

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2022, by Jeremy M. Dick who is personally known to me or who has produced US PASSPORT, 559159317 as identification.

[Notary Seal]

Notary Public



**MEMBER**

\_\_\_\_\_(Seal)

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

Print Name: Glenna T. Hauser

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of October, 2022, by Glenna T. Hauser who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

MEMBER

\_ (Seal)

Witness Name: \_\_\_\_\_

Print Name: Joshua S. Dick

Witness Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of October, 2022, by Joshua S. Dick who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_