

L97000001391

Igles & Dougherty  
Requestor's Name  
1501 E. Park Ave  
Address  
878-2411  
City/State/Zip Phone #

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**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. Golf Club of Brentwood Farms, L.C.  
(Corporation Name) (Document #) 800002369568--9  
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2. \_\_\_\_\_  
(Corporation Name) (Document #) \*\*\*\*\*337.50 \*\*\*\*\*337.50
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NEW FILINGS	
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<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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DIVISION OF CORPORATION

CF 285.00  
CENT 52.50

**ARTICLES OF ORGANIZATION OF**  
**GOLF CLUB OF BRENTWOOD FARMS, L.C.**

The undersigned hereby certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall be the Charter and authority for the conduct of business of such limited liability company.

**ARTICLE**

**NAME**

The name of the limited liability company shall be **GOLF CLUB OF BRENTWOOD FARMS, L.C.**, and its principal place of business shall be in the County of Citrus, State of Florida, but it shall have the power and authority to establish offices at such place or places as may be designated by a majority vote of the members.

**ARTICLE II**

**PURPOSES AND POWERS**

The general nature of the business or businesses to be transacted and which the limited liability company is authorized to transact, in addition to those authorized by the laws of the State of Florida, and the powers of the limited liability company, shall be as follows:

1. To engage in the business of owning real property, including without limitation, the power to purchase, own, lease, rent, option, sell, transfer, trade, encumber, gift, hypothecate, generally deal in, renovate, repair and utilize such realty, and to likewise own and otherwise possess and/or dispose of any parts, equipment, machinery, fixtures, and/or accessories used in connection therewith and/or situated or associated thereon, and further, without limitation.

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97 DEC 11 AM 9:22  
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Articles of Organization of  
GOLF CLUB OF BRENTWOOD FARMS, L.C.  
Page 2

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97 DEC 11 AM 10:22  
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TALLAHASSEE, FLORIDA

2. In general, to carry on any and all or any lawful business; to have and exercise all powers conferred by the laws of the State of Florida, and to do any and all things herein set forth to the same extent as a natural person might or could do.

3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar or dissimilar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of the Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign, state, government, or governmental authority, or of any political or administrative subdivision, or department thereof, and to perform and carry out, assign, cancel, or rescind any of such contracts.

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated herein otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in such capacity or under such arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest thereof, and to aid, assist, or participate in any lawful enterprise in connection therewith or incidental to such agency, representation, or service, and to render any other service or assistance insofar as it lawfully may

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97 DEC 11 AM 9:22  
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TALLAHASSEE, FLORIDA

under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the object, or the furtherance of any of the powers herein set forth, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

7. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing herein contained shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under the laws of the State of Florida, lawfully carry on, exercise, or do.

### ARTICLE III

#### **CAPITAL CONTRIBUTIONS**

Initial capital contributions in the amount of 1,000 Dollars (\$ 1,000.00)  
cash shall be paid to the limited liability company by the two (2) members in the following

Articles of Organization of  
GOLF CLUB OF BRENTWOOD FARMS, L.C.  
Page 4

FILED  
97 DEC 11 AM 9:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

proportions:

	<u>MEMBER</u>	<u>CONTRIBUTION</u>
1)	Ronald Cates	\$ <u>510.00</u>
2)	Kenneth Creech	\$ <u>490.00</u>
		<u>                    </u>
		\$ <u>1,000.00</u>

Additional contributions may be made, on a voluntary basis by the members, as required for investment purposes, as determined by a majority vote of the members. Members may make such voluntary contributions in such amounts, and in such proportions, and at such frequency, as the members may agree upon by a majority vote of the members. Any member who fails to pay the additional capital voted upon by the majority as being necessary to the company, shall be at risk of his ownership percentage being diluted by virtue of one or more other member(s) depositing to the company all or such portion of the determined necessary capital, and the percentages of ownership being thereafter adjusted accordingly.

Notwithstanding the initial capital contributions of the members as described above, the initial proportionate share of ownership of the company among the initial members shall be as follows:

	<u>MEMBER</u>	<u>INITIAL PERCENTAGE OF OWNERSHIP</u>
1)	Ronald Cates	51%
2)	Kenneth Creech	49%

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#### **ARTICLE IV**

##### **PROFITS AND LOSSES**

(A) Sharing of Profits. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to a proportionate distributive share of the profits equal to their respective proportionate ownership, unless otherwise agreed upon from time to time when profits are to be distributed, by the majority vote of the members. The distributive share of the profits shall be determined and paid to the members each year on the anniversary date of the commencement of business of the limited liability company, or otherwise as may be determined by a majority vote of the members from time to time.

(B) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if such sources are insufficient to cover such losses, by the members in the same proportion to the rate at which the members shall be sharing profits, unless otherwise agreed upon in writing by the majority vote of the members at the time the losses are to be borne.

#### **ARTICLE V**

##### **LIMITED LIABILITY COMPANY POWERS**

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time by a

majority vote of the members of the limited liability company. For all purposes under these Articles where a vote of the members shall be required or provided for, the "majority" shall be defined as being a majority of percentage ownership, not a majority of persons or entities. For voting purposes, each member shall be required to cast one vote for each percentage point or portion thereof of their respective percentage of ownership of the limited liability company.

#### **ARTICLE VI**

##### **DURATION**

This limited liability company shall exist perpetually, or until dissolved in a manner provided by law, or otherwise as provided in the regulations adopted by a majority vote of the members.

#### **ARTICLE VII**

##### **INITIAL PRINCIPAL PLACE OF BUSINESS AND INITIAL PRINCIPAL MAILING ADDRESS**

The initial principal Florida office of this limited liability company shall be 1720 W. Nicole Court, Lecanto, Florida 34461.

The initial principal mailing address of this limited liability company shall be 2575 Westside Parkway, Suite 100, Alpharetta, Georgia 30004.

#### **ARTICLE VIII**

##### **MANAGEMENT**

Management of the limited liability company is reserved to the members. The name and address of the members are as follows:

Ronald Cates  
2575 Westside Parkway, Suite 100  
Alpharetta, Georgia 30004

Kenneth Creech  
20560 S. W. 92nd Lane  
Dunnellon, Florida 34431

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#### **ARTICLE IX**

##### **INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the limited liability company is Igler & Dougherty, P.A., 1501 Park Avenue East, Tallahassee, Florida 32301, County of Leon, State of Florida, and the name of its initial registered agent at such address is Igler & Dougherty, P.A.

#### **ARTICLE X**

##### **RESTRICTIONS ON MEMBERSHIP**

Members shall have the right to admit new members by a majority vote of the existing members. Contributions required of new members shall be determined by a majority vote of the existing members as of the time of admission of the new member(s) to the limited liability company.

Except as may be required by law, a member's interest in the limited liability company may not be sold or otherwise transferred except upon such term as may be agreed upon by a majority vote of the members, and, if the members shall have voted upon, approved by a majority of the members, and adopted, and ratified a binding Buy-Sell Agreement providing for the voluntary or involuntary disposition of a member's interest during their life, and/or upon their death, and/or upon the



Articles of Organization of  
GOLF CLUB OF BRENTWOOD FARMS, L.C.  
Page 8

FILED  
97 DEC 11 AM 9:02  
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TALLAHASSEE, FLORIDA

dissolution of any business organization member, then in accordance therewith.

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business upon majority vote of such remaining members.

The undersigned, being the original members of the limited liability company, hereby certify that the foregoing constitutes the proposed Articles of Organization of **GOLF CLUB OF BRENTWOOD FARMS, L.C.**

Executed by the undersigned on the 11<sup>th</sup> day of November, 1997.

**MEMBERS:**

  
RONALD CATES

  
KENNETH CREECH

STATE OF Georgia  
COUNTY OF Fulton

SWORN TO and subscribed before me this 11 day of November, 1997,  
by RONALD CATES, who is [☒] personally known to me, or [☐] produced  
as identification.

  
Notary Public, State of Georgia  
Notary Public, Gwinnett County, Georgia  
My Commission Expires March 13, 2000

Articles of Organization of  
GOLF CLUB OF BRENTWOOD FARMS, L.C.  
Page 9

STATE OF Florida  
COUNTY OF Citrus

SWORN TO and subscribed before me this 3rd day of December, 1997,  
by KENNETH CREECH, who is [☒] personally known to me, or [☐] produced  
as identification.



VIRGINIA C LAY  
My Commission CC-478173  
Expires Jun. 24, 1999  
Bonded by HAI  
800-422-1555

Virginia C. Lay  
Notary Public, State of Florida

TO: The Department of State  
Tallahassee, Florida 32304

**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS  
WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS  
MAY BE SERVED**

In compliance with Section 608.415 of the Florida Limited Liability Company Act, the  
following is submitted:

**GOLF CLUB OF BRENTWOOD FARMS, L.C.**, with its principal Florida place of  
business at 1720 W. Nicole Court, Lecanto, Florida 34461, has named Igler & Dougherty, P.A.,  
located at 1501 Park Avenue East, Tallahassee, Florida 32301, as its agent to accept service of  
process within Florida.

Dated December 11, 1997.

**MEMBERS:**

Ronald Cates  
RONALD CATES

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97 DEC 11 AM 9:23  
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Articles of Organization of  
GOLF CLUB OF BRENTWOOD FARMS, L.C.  
Page 10

  
KENNETH CREECH

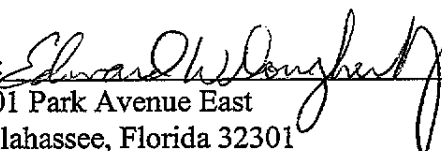
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**ACCEPTANCE OF REGISTERED AGENT  
FOR SERVICE OF PROCESS**

Having been named to accept service of process for **GOLF CLUB OF BRENTWOOD FARMS, L.C.** at the place referenced below the signature line, which is the place designated in the Certificate of **GOLF CLUB OF BRENTWOOD FARMS, L.C.**, Designating Place of Business or Domicile for the Service of Process Within Florida and Naming Agent Upon Whom Process May be Served, the undersigned firm does hereby accept the appointment as registered agent and agrees to act in said capacity. The undersigned is familiar with and accepts the obligations of this position.

Dated December 10th, 1997.

IGLER & DOUGHERTY, P.A.

By:   
1501 Park Avenue East  
Tallahassee, Florida 32301

**AFFIDAVIT OF MEMBERSHIP  
OF GOLF CLUB OF BRENTWOOD FARMS, L.C.**

STATE OF Florida  
COUNTY OF Citrus

The undersigned member or authorized representative of a member of **GOLF CLUB OF BRENTWOOD, L.C.**, deposes and says:

1. The above-named limited company has at least two (2) members.

Articles of Organization of  
GOLF CLUB OF BRENTWOOD FARMS, L.C.  
Page 11

FILED  
97 DEC 11 AM 9:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2. The total amount of each contributed by the members is One Thousand Dollars  
(\$1,000.00).
3. If any, the agreed value of property other than cash contributed by members is No  
Dollars (\$00).
4. The total amount of cash or property anticipated to be contributed is No Dollars  
\$00.

FURTHER AFFIANT SAYETH NAUGHT.

**MEMBERS:**

  
RONALD CATES

  
KENNETH CREECH