ü

OF COVENANTS, CONDITIONS & RESTRICTIONS MEYERS COVE

THIS DECLARATION, made on the date hereinafter set forth, by George Anthony Nicholas, Anthony Nick Nicholas, Jr., James Anthony Nicholas, Nick Anthony Nicholas and Anthula V. Nicholas, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pinellas County, Florida, which is more particularly described on Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, Declarant declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having the right, title or interest in the described properties or any partial thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Homeowners Association of Meyers Cove, it's successors and assigns.

whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

Section 3. "Proporties" shall mean and refer to that certain real property hereinafter described, and as such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit "B" attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to George Anthony Nicholas, Anthony Nick Nicholas, James Anthony Nicholas, Nich Anthony Nicholas, and Anthula V. Nicholas and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Maintenance" to the Common Area includes dock for boats, roadways, front wall, gates, landscaped areas, access easements, retainage walls, drainage ponds and structures. To maintain means to keep in an engineered working order; to function as designed; to follow maintenance and operation instructions for On-site Stormwater facilities as outlined in the Meyers Cove subdivision Maintenance and Operation Instructions prepared by Ralph Hansen, P.E., angineer for the subdivision, a copy of which is attached to this mocument as Exhibit "C".

Section 8. "Roadways" shall mean the interior non-dedicated coadway system contained within the properties, including but not mitted to all improvements thereon and drainage improvements adjacent or attached thereon.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall

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ght and easement of enjoyment in and to the Common area which appurtenant to and shall pass with the title to every Lot, to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.
- Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, who shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant who shall be entitled to 3 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

(a) when the total votes outstanding in the Class A membership equal the total outstanding votes in the Class B membership, or

(b) on Januray 1, 1995.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon said property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by

Association shall be used exclusively to promote the recreation, h, safety and welfare of the residents in the development and the improvement and maintenance of the Common Area and Roadways Acluding, but not limited to, cost of maintenance, repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authorities; and such other needs as may arise.

- Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$500.00 per Lot.
- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of 2/3rds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- Section 4. Special assessment for Capital Improvements. In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and Roadways including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3rds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be 1/2 of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association, as to the status of assessments on a Lot, is binding upon the Association as of the date of its issuance.

Section 8. E._ct of Non-Payment of Asse_ments; Remedies of 9th Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Roadways or abandonment of his Lot.

Section 9. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B member, shall not be obligated to pay more than 25% of the maximum annual assessment designated for Class A. For the annual assessment period that the Developer pays only 25% of the maximum assessment, the Developer shall pay an amount for annual assessments to pay for any expense incurred during this period and not produced by other annual assessments collectible from all members, including Class B members. Notwithstanding anything herein contained to the contrary, should any Lots owned by the Developer be occupied with improvements thereon, the Developer shall be responsible to pay the full annual assessment beginning when said improvements are first occupied, regardless of whether the Developer retains ownership of the Lot and improvements thereon.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sales or transfers. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained on the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed by three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty days (30) after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument signed by not less than 90% of the Lot Owners, and

thereafter by an instaument signed by not less than /5% of the Lot Owners. Any amendment must be recorded.

- Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of 2/3rds of each class of members.
- Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.
- Section 6. Remedies. In the event an Owner of any Lot in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, after approval by 2/3rds vote of the Board of Directors of the Association, the Board shall have the right, through it's agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintainence shall be added to and become part of the assessment to which such Lot is subject.
- Section 7. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The forgoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.
- Section 8. Restrictions. The owners or their tenants, guests, family and invitees shall be governed by all of the provisions set forth herein and the following:
- (a) No trade, business or profession or other type of commercial activity shall be carried on upon property designated multi- or single-family residential or any portion thereof, except that nothing herein shall prohibit the operation of sales models and offices by the builders of residences on the property until all such residences have been sold, leased or rented by the builders.
- (b) No owner shall engage in any type of activity or allow any type of activity which constitutes a nuisance.
- (c) No animals other than customary and usual household pets to include a limit of two shall be kept, bred or maintained on the property and no animals of any description whatsoever shall be kept, bred or maintained for any type of commercial purposes.
- (d) Any basketball backboard or other fixed games or play structures shall be located behind the front building line of the house located on any given lot.
- (e) The dumping of any rubbish, trash or waste on any Lot is prohibited and all Lot Owners shall provide for the disposal of trash, rubbish and sanitary waste.
- (f) Any outbuilding of any description shall only be allowed with the prior written approval of the Meyers Cove Development and Review Committee and no such outbuilding, whether temporary or permanent in nature, shall be allowed to be used as a residence.
- (g) The lawn and landscaping shall be properly maintained and no rock, cement or gravel lawns shall be permitted.

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- (h) Any devices utilized for hanging clothes shall be located to the rear of the residence on any given lot.
- (i) No oil or gas tanks shall be permitted with the exception of any fuel that is used for household cooking or heating purposes.
- (j) There shall be no display of signs of any description except signs advertising property for sale or lease and signs used by the builders to advertise the property for sale during the course of construction.
- (k) All swimming pools, spas, tennis courts, or other recreational facilities that are permanent in nature shall be located in compliance with all set back requirements of these restrictions and in accordance with county regulations.
- (1) No abandoned vehicles shall be stored upon the property and any motor home or travel trailer shall be stored to the rear of the residence on any Lot and any boat shall be stored at all times within the confines of the garage.
- (m) No docks, piers or similar structures shall be constructed without written approval of the Meyers Cove Development and Review Committee.
- (n) Television or radio antennas shall not exceed 3 inches in diameter and shall not exceed a height of 30 feet and no satellite dishes or receivers similar thereto shall be allowed.
- (o) All heating and air conditioning units shall be located adjacent to the residence and properly maintained. There shall be no window air conditioning units or units commonly referred to as wall air conditioning units. Any solar heating devices utilized shall be neat in appearance and subject to prior written approval of the Meyers Cove Development and Review Committee.
- (p) No Lot owner shall install any type of deep well without the prior approval of the Meyers Cove Development and Review Committee. Nothing herein, however, shall prohibit the Developer from locating wells, pumping facilities or tanks within the residential area open spaces or within any other area of the subdivision.
- (q) All buildings erected or constructed on any Lot shall be a minimum of 2500sq. ft. of living area for single story dwellings and 2500sq. ft. of living area for any two story dwellings.
- (r) The Meyers Cove Development and Review Committee referenced herein shall be a standing committee of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of 1989.

George Anthony Nicholas

Anthony Nick Nicholas, Jr.

James Anthony Nicholas

Nick Anthony Nicholas

Anthula V. Nicholas

State of :Florida County of:Pinellas

The foregoing instrument was acknowledged before me this 29 X day of 1016 , 1989, by George Anthony Nicholas, Anthony Nick Nicholas, Jr., James Anthony Nicholas, Nick Anthony Nicholas and Anthula V. Nicholas.

Notary Public / /
My Commission Expires:

my Commission Expires:

MY COMMISSION EXPIRES: DEC. 17. 1990.

26001414 NSB 06-30-89 17:16:50

RECORDING 1 \$46.50

TOTAL: \$46.50 CHECK AMT. TENDERED: \$46.50

CHANGE: \$0.00

EXHIBIT "A" LEGAL DESCRIPTION MEYERS COVE

A portion of Section 2, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows:

Commence at the Northwest corner of Section 2, Township 27 South, Range 15 East, Pinellas County, Florida and thence go South 00 41'23" East along the West boundary line of said Section 2 a distance of 1087.47 feet, thence go North 89 24'25" East, a distance of 466.59 feet to a point on the centerline of County Road No. 47, thence go South 00 08'45" East, a distance of 33.00 feet to a point on the Southerly right-of-way line of said County Road No.47 and the point of beginning, thence continue South 00 08'45" East, a distance of 668.55 feet, thence go South 24 39'22" East, a distance of 347.33 feet, thence go South 11 01'51" East, a distance of 127.62 feet, thence go North 57 33'00" East, a distance of 310.00 feet, thence go North 37 47'00" East, a distance of 76.70 feet, thence go North 15 05'00" East, a distance of 154.30 feet, thence go North 14 45'11" West, a distance of 383.98 feet, thence go North 01 15'11" West, a distance of 366.60 feet to a point on the said Southerly right-of-way line of County Road No.47, thence go South 89 24'25" West along said Southerly right-of-way line of County Road No.47, a distance of 413.98 feet to the point of beginning.

Containing 9.999 acres, more or less.

EXHIBIT "B" COMMON AREA MEYERS COVE

Common Area shall be described as: A Dock for 20 boats, drainage areas, road, front wall, gate, landscaped area and access easements.

DOCKING FACILITY MANAGEMENT PLAN

- 1. No liveaboards will be allowed at Meyers Cove Dock.
- 2. No fuel facility or fuel storage will be allowed.
- 3. Channel Markers must be maintained and kept in good order.
- 4. Manatee warning signs must be maintained and kept in good order. All owners in Meyers Cove will be given a Manatee Education Program at closing of each lot. And at each Homeowner's meeting, the Manatee Education Program will be on the agenda for any questions or updates that the homeowners may have.
- 5. No toilet facilities or fish cleaning will be allowed on the docks.
- 6. Stormwater runoff will not be allowed from the development; uplands will be bermed in the vicinity of the docking facility. Strict compliance to the Meyers Cove Maintenance and Operation of On-Site Stormwater Facilities will be maintained.
- 7. Docking facility will be equipped with lights to ensure navigational safety, these lights need to be maintained and operated properly.
- 8. No boat maintenance which would cause deleterious effect to water quality will be allowed.
- 9. It is important to all of the owners of Meyers Cove that the use and maintenance of the Meyers Cove Dock complies with all government authorities because the Homeowners Association will have the legal obligation to do so. Anyone not following the rules of the usage of the dock area should be notified by Certified Mail by the Association president and legal action taken if violation is not corrected in a timely manner.
- 10. Meyers Cove Docking Facility will only accommodate boats that draw less than two (2) feet of water.

EXHIBIT "C" MEYERS COVE

Maintenance and Operation Instructions for On-Site Stormwater Facilities

- Cut and remove grass clippings from the retention ponds on a periodic basis. In no case however, allow the grass cover to be more than 6 inches in height.
- Once per month remove any debris which has accumulated in the ponds.
- 3. Annually inspect the retention ponds for the following and repair as necessary:
 - a. Erosion of side walls.
 - b. Deterioration of baffle or outfall structure.
 - c. Side drain piping.
 - d. Excessive accumulation of silt and sand.
 - e. Fencing around retention areas #2 and #3.
- 4. Every 5 years, determine the bottom elevation of retention area. If retention area #1 has accumulated more than 2 inches of material, regrade and resod.

If retention areas #2 and #3 have accumulated more than 4 inches of material, remove, reseed and remulch.



INST # 93-079155 MAR 23, 1993 7:36PM

PINELLAS COUNTY FLA. OFF.REC.BK 8213 PG 1231

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR MEYERS COVE

The undersigned file herewith, in accordance with Florida Chapter 695, Florida Statutes, the following amendment to the Declaration of Covenants, Conditions & Restrictions for Meyers Cove as recorded at O.R. Book 7033, Page 0919, of the Public Records of Pinellas County, Florida.

The undersigned intend that this amendment modify and supersede the previously existing Declaration of Covenants, Conditions & Restrictions (the "Restrictions") as follows:

Section 8. Restrictions.

All buildings erected or constructed on any lot shall be a minimum of 2,500 square feet of living area for single story dwellings and 2,500 square feet of living area for two story dwellings, however, as to lots , 2, , 17, 18 and 19, buildings erected, whether one or two story, shall have a minimum of 2,000 square feet of living area.

This modification shall supersede the Supersedes. Restrictions as heretofore described. This instrument may be executed in counterparts as necessary to obtain the signatures of the lot owners.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1749 day of MARCH, 1993.

Witness:

DI RECORDING PEC (5.00)

> OWNER OF LOTS 3, 4, 6, 7, 12-19 (12 Lots)

REPUBLIC

Fred Hemmer, Exec. Vice Fres.

OWNER OF LOTS 1 and 2

Hank Evering, President

OWNERS OF LOT 5

Mun Nicholas Pilarings

Pandrea Pilarinos

OWNERS OF LOT

men

Francine Gallø

WILLIAM J. KIMPTON

WILLIAM J. KIMPTON

WILLIAM J. KIMPTON

turn To: THIS INSTRUMENT PREPARED BY WILLIAM J. KIMPTON ATTORNEY KIMPTON BURKE & WHITE P.A. 28059 U.S. Hwy. 19 N. Ste. 203 Clearwater, FL 34621

RECORDING

KARLEEN F. DEBLAKER, CLERK CHECK ANT. TENDERED:

Matary Public

OWNERS OF LOT EN. Klimis Glenn R. Morris rancer Jamie Morris Frances Jamie Morris WILLIAM J. KIMPTON OWNERS OF LOT 10 Klimis Keys Glen Martha Keys WILLIAM J. KIMPTON OWNER OF LOT 11 Anthula V. Nicholas As to REPUBLIC BANK STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me this 17 day of mnnch, 1993, by Fred Hemmer, as Executive Vice President of REPUBLIC BANK, a Florida banking corporation, being personally known to me, and who did take an oath. , Notary Public

My Commission Expires:

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16 to day of _______, 1993, by Nicholas Pilarinos and Pandrea _______, who produced a driver's license as identification, and who did take an oath,

Serial Number

My Commission Expires:

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 147 day of MANCH ____, 1993, by ____Laurence A. Gallo and Francine Gallo, who produced a driver's license his wife as identification, and who did take an oath.

Serial Mumber of Notary Public No. AA675555

My Commission Expires:

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this // tag

day of MANCH , 1993, by Glenn R. Morris and Frances Jamie Morris,

his wife , who produced a driver's license as

Serial

identification, and who did take an oath

Wotary Public

My Commission Expires:

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 14 th day of manc4, 1993, by Glen Keys and Martha Keys, his wife, who produced a driver's license as

identification, and who did take an oath,

My Commission Expires:

Serial Number: Notary Public

My Comm. Expires May 18, 1993 No. AA675555

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of March, 1993, by HANK EVERING, as President of TROTTER HOMES, INC., a FLorida corporation, who produced a driver's license as identification, and who did not take an oath.

My Commission Expires:

Notary Public