# 1)180000033

(Re	questor's Name)	
(Address)		
(Ad	dress)	
(Cit	ty/State/Zip/Phone	e #)
PICK-UP	☐ WAIT	MAIL
(Business Entity Name)		
(Document Number)		
Certified Copies	_ Certificates	s of Status
Special Instructions to Filing Officer:		
•		

Office Use Only

M. MOON AUG 01 2018



900316274189

07/31/18--01009--002 ++356.75

18 JULS | ALLE 21

#### TRANSMITTAL LETTER

Department of State Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

SUBJECT: CRYSTAL JACQUETTA ROSS ESTATE

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

#### FEES:

FEES:				
Declara	tion of Trust	\$350,00	18 3743	
OPTIONAL:				
Certified	d Copy	S 8.75	新11:22	
FROM: Crystal J. Ross Name (Printed or typed)				
	c/o PO BOX 2557			
	A	ddress		
	Vero Beach, Florida Republic [32961]			
City, State & Zip				
	772 404 9379			

Daytime Telephone number

## AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE

CRYSTAL JACQUETTA ROSS ESTATE

### TO FILE OR QUALIFY

A	Revocable Living	TRUST	
Common Law Decla	arations of Trust, the u	Florida Statutes, pertain ndersigned, the Chairm TA ROSS ESTATE ne of Trust)	_
Florida	· ·	irms in order to file or o	qualify
(State) CRYSTAL JACQUE (Na		, in the State o	
1. Two or more per	sons are named in the	Trust.	
2 The principal add	dress is 4465 26th Ave	nue	
Vero Beach Florida 3			
3. The registered ag	ent and street address	in the State of Florida i	s: 년 
4465 26th Avenue			
agent to accept so at the place desig	ervice of process for th	Ess	ation of Trust
		correct copy of the Decl oses to conduct its busi	
i iorida.	Crystal J.	Ross	
NOTARY	Name: Chairman o	f the Board of Trustees	
arda Zannete	Filing Fee:	\$350.00 v: \$ 8.75 (ontional)	

1:06 (1:00) Public State of Fforda Wanda Jeannette Hinton My Commission FF 207711

#### DECLARATION OF TRUST

THIS DECLARATION OF TRUST is made as of the 15th day of July 2018 by Crystal Jacquetta Ross, acting herein both as the Grantor and Trustee.

#### WITNESSETH:

WHEREAS, this revocable living trust shall be designated as the CRYSTAL JACQUETTA ROSS ESTATE; and

WHEREAS, the Grantor is the owner of the property more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, the Grantor has two designated Beneficiaries: Shaiel Caleo Ross and Wilnyah Jamila Boone; and

WHEREAS, the Grantor desires to create a revocable trust of the property described in Schedule A hereto, together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said property, monies, securities and other assets, together with any additions thereto, received pursuant to the Grantor's last will and testament or otherwise being hereinafter referred to as the "trust", for the purposes and upon the terms and conditions hereinafter set forth.

NOW. THEREFORE, in consideration of the covenants here in contained and other valuable consideration the receipt and sufficiency of which hereby are acknowledge, the Grantor hereby transfers, assigns and delivers to the Trustee as and for the trust the property more particularly described in Schedule A hereto, to hold the same, and any other property which the Trustee may add acquire, IN TRUST, for the purposes and upon the terms and conditions hereinafter set forth:

#### I. General

The Trustee shall hold, manage. Invest and reinvest the trust, shall collect income therefrom, and shall pay any part or all of the income and principal to whomever the Grantor from time to time may direct in writing.

Until the Grantor hereafter may direct to the contrary, the net income shall be paid to the Grantor quarter-annually.

Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter annually.

#### II. Incapacity of Grantor

If the Grantor becomes physically or mentally incapacitated, whether-or-not a court has declared the Grantor incompetent or in need of conservator or guardian the Successor Trustee shall be Janice Collins.

The determination of the Grantor's capacity to manage this trust shall be made by Janice Collins, stating in writing, as to whether-or-not the Grantor is able to continue serving as Trustee.

The Successor Trustee shall use any amount of trust income or trust property as deemed necessary or advisable for the health, education, maintenance or support of the Grantor. Any income not spent for the benefit of the Grantor shall be accumulated and added to the trust property.

The Successor Trustees shall manage the trust until the Grantor is again able to manage his affairs. The determination of the Grantor's capacity to again manage this trust shall be made in writing as specified above in this provision.

#### III. Successor Trustees

Upon the death or incapacity of Grantor, the Trustee of this trust and of any sub-trusts created by trust shall be Janice Streeter Collins.

The Trustees shall pay and distribute the trust at that time remaining to the Grantor's Beneficiaries, discharged of trust.

The Trustee may pay out of trust property such amounts as necessary for payment of the Grantor's debts, estate taxes and expenses of the grantor's last illness and funeral.

#### IV. Amendment or Revocation by Grantor

The grantor reserves the right, at any time during the life of the Grantor and without the consent of any person or notice to any person to amend or revoke in whole or in part this Agreement or any trust created hereunder, including the right to change the terms or beneficiaries thereof, by written notice of such amendment or revocation signed by the Grantor.

The power to revoke or amend this trust on behalf of the Grantor, shall not be exercised by a conservator, guardian or other person, unless the Grantor specifically grants the power to revoke or amend this trust in a Durable Power of Attorney.

No Amendment of this Agreement, shall increase the obligations or reduce the commission of the Trustee without the consent of the Trustee.

Upon revocation, the Trustee shall deliver to the Grantor all property in the possession or control of the Trustee with respect to any trust which has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property.

Upon the death of Grantor, this trust shall become irrevocable. It may not be amended or altered except as provided for by this Declaration of Trust. It may be terminated only by the distributions authorized by this Declaration of Trust.

#### V. Grantor

The Grantor reserves the power and right during the life of the Grantor to collect any interest or other income which may accrue from the trust and, in his sole discretion, to accumulate such income as a trust asset or to pay such income to the Grantor individually and not in any fiduciary capacity.

The Grantor reserves the power and right during life of the Grantor to pledge all or any part of the estate as collateral for any loan.

#### VI. Payment of Debts, expenses, and taxes

Following' the Grantor's death, the successor Trustee shall pay out of the trust property all legally enforceable debts, funeral expenses and estate administration expenses, except that any debt or expense secured by a mortgage, pledge or similar encumbrance on trust property may pass subject to such mortgage, pledge or similar encumbrance.

#### VII. Trustees

The trustee in office shall serve as trustee of all trusts created under this Declaration of trust, including children's sub-trusts.

In this Declaration of Trust, the term "trustee" includes successor trustees or alternate successor trustees serving as trustee of this trust. The singular "trustee" also includes the plural.

Any trustee in office may resign at any time by signing a notice of resignation. The resignation shall be delivered to the person appointed by the Trustee to next serve as the Trustee.

The last acting Trustee may appoint a successor Trustee and may require the posting of a reasonable bond, to be paid for from the trust property. The appointment must be made in writing, signed by the Trustee and notarized.

No bond shall be required for any trustee named in this Declaration of Trust.

No trustee shall receive any compensation for serving as trustee.

With respect to the exercise or non-exercise of discretionary powers granted by this Declaration of Trust, the trustee shall not be liable for actions taken in good faith. Such actions shall be binding on all persons interested in the trust property.

#### VIII. Trustee's Management Powers and Duties

The Trustee shall have all authority and powers allowed or conferred on a trustee under Florida Estate and Trust Law, subject to the Trustee's fiduciary duty to the Grantors and the Beneficiaries.

The trustee's powers include, but are not limited to:

- 1. The power to sell trust property, and to borrow money and to encumber trust property, including trust real estate, by mortgage, deed of trust or other method.
- The power to manage trust real estate as if the trustee were the absolute owner of it, including the power to lease (even if the lease term may extend beyond the period of any trust) or grant options to lease the property, to make repairs or alterations and to insure against loss.
- 3. The power to sell or grant options for the sale or exchange of any trust property, including stocks, bonds, debentures and any other form of security or security account, at public or private sale for cash or on credit.
- 4. The power to invest trust property in every kind of property and every kind of investment, including but not limited to bonds, debentures, notes, mortgages, stock options, futures and stocks, and including buving on margin.
- 5. The power to receive additional property from any source and add it to any trust created by this Declaration of Trust.
- 6. The power to employ and pay reasonable fees to accountants, lawyers or investment experts for information or advice relating to the trust.
- 7. The power to deposit and hold trust funds in both interest-bearing and non-interest-bearing accounts.
- 8. The power to deposit funds in bank or other accounts, whether-or-not they are insured by the FDIC.

- 9. The power to enter into electronic fund transfers or safe deposit arrangements with financial institutions.
- 10. The power to continue any business of the Grantor.
- 11. The power to institute or defend legal actions concerning this trust or the Grantor's affairs.
- 12. The power to execute any documents necessary to administer any trust created by this Declaration of Trust.
- 13. The power to diversify investments, including authority to decide that some or all of the trust property need not produce income.

#### IX. Beneficiaries

At the death of the Grantor, the Trustee shall distribute the trust property as follows: Shaiel Caleo Ross and Wilnyah Jamila Boone shall be given the Grantor's interest in the trust property not otherwise specifically and validly disposed of by this Declaration of Trust.

#### X. Terms of Property Distribution

All distributions are subject to any provision in this Declaration of Trust that creates a child's sub-trust or a custodianship under the Uniform Transfers to Minors Act.

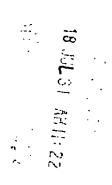
A beneficiary must survive the grantor for 120 hours to receive property under this Declaration of Trust.

All personal and real property left through this trust shall pass subject to any encumbrances or liens placed on the property as security for the repayment of a loan or debt.

If property is left to two or more beneficiaries to share, they shall share it equally unless this Declaration of Trust provides otherwise.

#### XI. Custodianships Under the Uniform Transfers to Minors Act

Any property to which Shaiel Caleo Ross and Wilnyah Jamila Boone becomes entitled under this Declaration of Trust shall be given to Janice Collins, as custodian for Shaiel Caleo Ross and Wilnyah Jamila Boone under the Florida Uniform Transfers to Minors Act, until age 21.



#### XII. Homestead Rights

If the Grantor's principal residence is held in trust, the Grantor has the right to possess and occupy it for life, rent-free and without charge except for taxes, insurance, maintenance and related costs and expenses. This right is intended to give the grantor a beneficial interest in the property and to ensure that the grantor does not lose eligibility for a state homestead tax exemption for which he otherwise qualifies.

#### XIII. Severability of Clauses

If any provision of this Declaration of Trust is ruled unenforceable, the remaining provisions shall stay in effect.

#### Certification of Grantor

I certify that I have read this Declaration of Trust and that it correctly states the terms and conditions under which the trust property is to be held, managed and disposed of by the Trustee, and I approve the Declaration of Trust.

Crystal Jacquetta Ross. Grantor and Janice Streeter Call	Dated: July 22nd 2018
Janice Streeter Collins, Trustee	
ACKNOWLEDGMENT OF NOTA	ARY PUBLIC
STATE OF FLORIDA	)
	) ss.
COUNTY OF INDIAN RIVER	)
of satisfactory evidence to be the in	
	Nulary Public State of Fforda Wenda Jeannette Hinton Wenda Jeannette Francisco FF 207711

#### Schedule A

The Grantor assigns conveys and delivers to this Grantor Trust, all of the rights, title and interest, tangible or intangible, to the following properties, real or Personal:

1. CRYSTAL JACQUETTA ROSS-Copyright/Trade Name/Trademark