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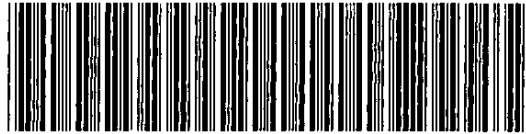
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TALLAHASSEE, FLORIDA

The Law Office of
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December 3, 2007
VIA U.S. MAIL

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

RE: GREEN TURTLE ISLE HOMEOWNERS' ASSOCIATION, INC.

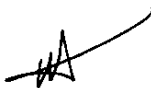
Dear Division of Corporations:

Enclosed please find the Articles of Incorporation for the above named corporation and a check in the amount of **\$88.75** for filing them.

Please file the above listed item and return a certified copy to me in the enclosed stamped, self-addressed envelope I have provided for your convenience.

I thank you for your assistance and should you have any questions, please do not hesitate to call me immediately.

Very truly yours,,



William E. Hawkins, Jr.
WEH/
Enclosure

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**ARTICLES OF INCORPORATION
OF
GREEN TURTLE ISLE,
HOMEOWNERS' ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes as amended and, certify as follows:

Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the Declaration of Covenants and Restrictions for Green Turtle Isle recorded in the Official Records in and for Martin County, Florida, as amended from time to time.

**ARTICLE I
NAME, PRINCIPAL AND MAILING ADDRESS**

The name of the corporation shall be GREEN TURTLE ISLE HOMEOWNERS' ASSOCIATION, INC., whose principal and mailing address is 4575 S.E. Highway One, Port Salerno, Florida 33997. For convenience, the corporation shall be referred to in this instrument as the Association.

**ARTICLE II
PLAN OF DEVELOPMENT AND
PURPOSE OF ASSOCIATION**

A. The purpose for which the Association is organized is to provide an entity to own, manage and operate certain lands located in Martin County, Florida, which lands are to be used in common by all of the Members of the Association, which membership shall consist of all of the property owners at Green Turtle Isle. The Association shall be responsible for the management of Green Turtle Isle in keeping with the terms and conditions of the Declaration of Covenants and Restrictions of Green Turtle Isle, and the enforcement of such covenants and restrictions.

B. The Association shall make no distributions of income to its members, directors or officers.

C. Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Subsection 501(c)(3) of the Internal Revenue Code of 1986 or (ii) by a corporation contributions to which are deductible under Subsection 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE III POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The powers of the Association shall be subject to and shall be exercised in accordance with the Association Documents. All provisions of the Declaration and By-laws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Common Property, and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a homeowners' association under the law and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Property (including the Units and the Common Property);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Association Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Green Turtle Isle and the payment of Common Expenses and other expenses in the manner provided in the Association Documents to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Property and Common Property in accordance with the Declaration;

4. To reconstruct improvements on the Property and Common Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Association Documents;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Property and Common Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Property and Common Property and agreements to acquire possessory or use interests in real

property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of Green Turtle Isle; and

7. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Association Documents.

D. The Association shall not have the power to purchase a home at Green Turtle Isle except at sales in foreclosure of liens for Assessments, at which sales the Association shall bid not more than the amount secured by its lien.

ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

A. Until such time as Green Turtle Isle is submitted to ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once Green Turtle Isle is submitted to ownership by the recordation of the Declaration, the Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records of Martin County Florida whereupon the membership of the prior Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the Person thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Association Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee

interest in such Unit being held by more than one (1) Person, such owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration.

(a) In matters that require a vote, such matters shall be voted on by the Members and shall be determined by a vote of the majority of the Members in attendance at any meeting having a quorum (as determined in accordance with the By-laws).

2. Members shall be entitled to elect the Board as provided in Article IX of these Articles.

3. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of Florida law or the Association Documents, requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Gregory Wiita, 4575 S.E. Highway One, Port Salerno, Florida 33997.

ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided,

however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Gregory Wiita
Vice President	Bruce Wiita, M.D.
Secretary	Carol Haber
Treasurer	Carol Haber

ARTICLE IX BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph J of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gregory Wiita	4575 S.E. Highway One Port Salerno, Florida 33997
Bruce Wiita, MD.	4575 S.E. Highway One Port Salerno, Florida 33997
Carol Huber	4575 S.E. Highway One Port Salerno, Florida 33997

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of two (2) or more of the Units (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D Article IX. below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Article IX.

C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Declarant are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur:

(a) Three (3) years after 50 percent of the Units have been conveyed to purchasers;

(b) Three (3) months after 90 percent of the Units have been conveyed to purchasers;

(c) When all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course or business; or

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration. The developer is entitled to elect at least one member of the Board as long as the developer holds for sale in the ordinary course of business at least 1 Unit. Following the time the developer relinquishes control of the Association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting a majority of the members of the board of administration.

2. Notwithstanding the above Article IX. C (1), Declarant shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law.

G. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the By-laws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least one (1) Unit for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation

on the Board which Developer may have pursuant to Florida law. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Florida law, notwithstanding that the Developer's Resignation Event may have previously occurred.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7).

K. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, on matters which pertain to the Association, the Property, or Green Turtle Isle.
3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Association Documents and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within Green Turtle Isle.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within Green Turtle Isle.
- E. Making and amending rules and regulations with respect to the Common Property.
- F. Enforcing by legal means the provisions of the Association Documents.
- G. Contracting for the management and maintenance of the Property and Common Property authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals,

collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Association Documents including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Assessments which are or may become liens against the Common Property and assessing the same against Units, the Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance the Association Documents and acquiring one insurance policy to insure the Property and Common Property to allocate the premiums therefor on a per Unit basis.

J. Paying costs of all power, water, sewer and other utility services rendered to the Property and Common Property and not billed directly to Unit Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in alternative dispute resolution as provided for in Section 720.311 of the Florida Statutes. The provisions of Sections 718.112(2)(j), 720.311 and 718.1255 are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Florida law and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Units, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the current Association Documents on the Property to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

2. Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing

requirement by the Florida law or rules set forth in the Florida Administrative Code as they relate to Homeowners' Associations.

P. Obtaining competitive bids for materials, equipment and services where required by the Florida law and rules set forth in the Florida Administrative Code as they relate to Homeowners' Associations.

Q. All other powers and duties reasonably necessary to operate and maintain Green Turtle Isle in compliance with the Association Documents and Florida law.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the voting interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall materially, abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit without its prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with Florida law:

A. During any emergency defined in Paragraph E Article XIV. below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph E Article XIV. below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 4575 S.E. Highway One, Port Salerno, Florida 33997, and the initial registered agent of the Association at that address shall be William E. Hawkins, Jr., P.L., 1340 U.S. Highway One, Suite 102, Jupiter, FL 33469.


IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 3rd day of December, 2007.



Gregory Wiita, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Green Turtle Isle Homeowners' Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida not for Profit Corporation Act.

William E. Hawkins, Jr., P.L.

By: 

William E. Hawkins, Jr., Esq. Its Manager

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TALLAHASSEE, FLORIDA