

N97000000909



ACCOUNT NO. : 072100000032
REFERENCE : 631281 4321942
AUTHORIZATION :
COST LIMIT : \$ 87.50

FILED
97 DEC 11 PM 4:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 11, 1997

ORDER TIME : 11:14 AM

ORDER NO. : 631281-010

CUSTOMER NO: 4321942

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*****87.50 *****87.50

CUSTOMER: Peggy Marinelli, Legal Asst
Cohen Berke Bernstein Brodie
19th Floor
2601 South Bayshore Drive
Miami, FL 33133

DOMESTIC AMENDMENT FILING

NAME: COQUINA ISLE COMMON FACILITIES
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jon A Bowling

EXAMINER'S INITIALS: _____

RECEIVED
97 DEC 11 PM 12:17
DIVISION OF CORPORATION

12/15
Jon
Amended
& Restated
C.C

File 2nd



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 12, 1997

CSC
JON
TALLAHASSEE, FL

RESUBMIT

Please give original
submission date as file date.

SUBJECT: COQUINA ISLE COMMON FACILITIES ASSOCIATION, INC.
Ref. Number: N9700000909

We have received your document for COQUINA ISLE COMMON FACILITIES ASSOCIATION, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

The document must contain the name and capacity of the person signing on behalf of the new registered agent.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Joy Moon-French
Corporate Specialist

Letter Number: 997A00058506

RECEIVED
97 DEC 15 AM 9:57
DIVISION OF CORPORATIONS

**CERTIFICATE
TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
COQUINA ISLE COMMON FACILITIES ASSOCIATION, INC.,
a Florida not for profit corporation**

Pursuant to the provisions of Section 617.1007, Florida Statutes, COQUINA ISLE COMMON FACILITIES ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Corporation", hereby certifies:

That the attached Amended and Restated Articles of Incorporation of the Corporation was approved and adopted by the Members effective December 8, 1997 and the number of votes cast for such Amended and Restated Articles of Incorporation was sufficient for approval.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed this Certificate this 9th day of December, 1997.

COQUINA ISLE COMMON FACILITIES ASSOCIATION, INC.

By: _____


EUGENE N. SUTTIN, President

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
Coquina Isle Common Facilities Association, Inc.
(formerly known as Solana Common Facilities Association, Inc.)
(A Florida Corporation Not for Profit)

FILED
97 DEC 11 PM 4:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation certify as follows:

ARTICLE I

DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

A. **"Act"** means the Condominium Act, Chapter 718, Florida Statutes, 1990, as amended through the date of recording the first Declaration among the Public Records of the County.

B. **"Articles"** mean these Articles of Incorporation of the Common Facilities Association.

C. **"Board"** means the Board of Administration of the Common Facilities Association.

D. **"By-Laws"** mean the By-Laws of the Common Facilities Association.

E. **"Common Facilities"** means the property more particularly described in Article I of the Common Facilities Agreement.

F. **"Common Facilities Agreement"** means the Amended and Restated Common Facilities Agreement dated December 8, 1997 as same may be amended from time to time.

G. **"Common Facilities Association"** means Coquina Isle Common Facilities Association, Inc. (formerly known as Solana Common Facilities Association, Inc.), a Florida not for profit corporation.

H. **"Common Facilities Documents"** mean in the aggregate the Common Facilities Agreement, these Articles, the By-Laws and the Rules of the Common Facilities Association, including, but not limited to, amendments to any of the foregoing, as applicable.

I. **"Common Facilities Expenses"** mean expenses for which the Owners are liable to the Common Facilities Association as described in the Common Facilities Documents and include, but are not limited to, the costs and expenses incurred by the Common Facilities Association in administering, operating, reconstructing, maintaining, repairing and replacing the Common Facilities.

J. **"County"** means Palm Beach County, Florida.

K. **"Declaration"** means a Declaration of Condominium or Declaration of Covenants and Restrictions and any amendments thereto by which a condominium and/or other form of residential development within The Properties is governed.

L. **"Developer"** means Vintage Properties IX, L.P., a Delaware limited partnership, its successors, grantees and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Common Facilities Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

M. **"Director"** means a member of the Board.

N. **"Unit"** means a residential unit within The Properties intended as an abode for one family.

O. **"Coquina Isle" or "The Community"** (formerly known as "Solana") means the name given to the planned residential development located in The Polo Club in Boca Raton, Palm Beach County, Florida, a portion of which is currently being developed by Developer. Coquina Isle includes, Solana, a Condominium, an existing condominium which contains forty-four (44) Units ("Condominium I"), Solana II Condominium ("Condominium II") which is being developed by Salana at the Polo Club, Inc. and which is planned to contain four (4) Units in one (1) phase, and Coquina Isle III Condominium ("Condominium III") which is being developed by Developer and which is planned to contain one hundred (100) Units in twenty-five (25) phases, with each phase containing a multi-story building with four (4) Units each.

P. **"Member"** means a member of the Common Facilities Association.

Q. **"Neighborhood Association"** means Condominium I Association, Condominium II Association and Condominium III Association, and any other association, other than the Common Facilities Association or Master Association hereunder, created or to be created to administer specific portions of The Properties and common areas or elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions encumbering such portions. In the case of a rental building(s), the owner thereof shall perform the functions of a Neighborhood Association for same.

R. **"Owner"** means the owner or owners of fee simple title to a Unit and includes Developer for so long as it is the Owner of the fee simple title to a Unit. An Owner shall not mean nor refer to a holder of a mortgage, its successors and assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure, nor shall the term "Owner" refer to any lessee or tenant of an Owner.

S. **"The Properties"** means the properties subject to the Common Facilities Agreement as more particularly defined in said Agreement.

ARTICLE II

NAME

The name of this Common Facilities Association shall be COQUINA ISLE COMMON FACILITIES ASSOCIATION, Inc., whose principal address and mailing address is 5752 Vintage Oaks Circle, Delray Beach, Florida 33444.

ARTICLE III

PURPOSE OF COMMON FACILITIES ASSOCIATION

The purpose for which the Common Facilities Association is organized is to operate and maintain the Common Facilities in accordance with the terms, provisions and conditions contained in the Common Facilities Agreement and to carry out the covenants and enforce the provisions of the Common Facilities Documents.

ARTICLE IV

POWERS

The Common Facilities Association shall have the following powers and shall be governed by the following provisions:

A. The Common Facilities Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Common Facilities Documents.

B. The Common Facilities Association shall have all of the powers granted to the Common Facilities Association in the Common Facilities Documents. All of the provisions of the Common Facilities Agreement and By-Laws which grant power to the Common Facilities Association are incorporated into these Articles by this reference.

C. The Common Facilities Association shall have all of the powers reasonably necessary to implement the purposes of the Common Facilities Association including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Common Facilities Documents.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Common Facilities including, but not limited to, the recreational facilities provided that such rules and regulations may not be amended, deleted or added except by the vote of four of five directors. This Section may only be amended by 100% of the Members;

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

4. To maintain, repair, replace, reconstruct, and operate the Common Facilities in accordance with the Common Facilities Documents;

5. To enforce by legal means the obligations of the Members and the provisions of the Common Facilities Documents;

6. To employ personnel, retain independent contractors, management companies, and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Common Facilities and to enter into any other agreements consistent with the purposes of the Common Facilities Association and to delegate to such professional management certain powers and duties of the Common Facilities Association;

7. To enter into the Common Facilities Agreement and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary or desirable by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Common Facilities Association mandate to keep and maintain the Common Facilities in a proper and aesthetically pleasing condition and to provide services, amenities, controls and enforcement for the benefit of the Owners.

9. To the extent allowed by The Polo Club of Boca Raton Property Owners Association, Inc. (the "Polo Club"), each Neighborhood Association shall have the right to elect an "Authorized Representative" to the Polo Club. In the event that the Polo Club shall allow only one (1) Authorized Representative, the Common Facilities Association shall have the right to elect as the "Authorized Representative," the President of the Common Facilities Association. The Vice President of the Common Facilities Association shall be the "Alternate Authorized Representative." In the event the Common Facilities Association elects the Authorized Representative, the Authorized Representative shall cast the votes for all Owners in Coquina Isle, in accordance with the Declaration of Protective Covenants, Conditions and Restrictions for The Polo Club of Boca Raton (as described in the Declarations).

ARTICLE V

MEMBERS

The qualifications of Members of the Common Facilities 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 the first deed of conveyance of a Unit in Condominium II from Salana at the Polo Club, Inc. to an Owner is recorded among the Public Records of the County, the membership of the Common Facilities Association shall be comprised of the Owners in Condominium I ("Class A Members").

B. The Owners shall be entitled to exercise all the rights and privileges of Members.

C. Except as set forth above, membership in the Common Facilities Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or an instrument of conveyance among the Public Records of the County whereupon the membership for the prior Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the applicable Neighborhood 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 Common Facilities Association except as an appurtenance to his or her Unit.

E. The Common Facilities Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members who are Owners in Condominium I, and each Class A Member shall be entitled to one (1) vote for each Unit owned.

2. "Class B Members" shall be all Members who are Owners of Units in Condominium II, including Salana at the Polo Club, Inc. as to any Units owned by Salana at the Polo Club, Inc., all Members who own Units in Condominium III, including Developer as to any Units owned by Developer and all Members who are Owners of Units in any other portion of the Community other than Owners of Units in Condominium I. Each Class B Member shall be entitled to one (1) vote for each Unit owned. Provided, however, Developer shall be a Class B Member effective as of the date hereof (notwithstanding that no Units in Condominium III have been created to date) and shall continue to be a Class B Member so long as it owns land within the Community and intends to add such land to the Community. In the event that a portion of the Community which (i) is not Common Area and (ii) does not contain Units for which a Certificate(s) of Occupancy has been issued, then such portion shall be deemed to contain, for purposes of voting, assessments and other applicable requirements hereof, the number of Units equal to the number of Units permitted to be constructed thereon by applicable land use codes, ordinances, regulations and approvals. In the event that a building permit is issued for such portion which designates a different number of Units, then upon the issuance of such permit the portion of The Community affected thereby shall be deemed to contain the number of Units recited in such permit. Developer currently contemplates building 100 units on the currently undeveloped land.

F. The designation of different classes of membership are for purposes of electing and replacing members of the Board as set forth herein, and, nothing herein shall be deemed to require voting solely by an individual class on any other matter which requires the vote of Members, unless otherwise specifically set forth in the Common Facilities Documents.

G. Any Member who conveys or loses title to a Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.

H. There shall be only one (1) vote for each Unit. If there is more than one Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote

of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Common Facilities Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Common Facilities Association, the vote of such Unit shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Common Facilities Association by the other spouse, the vote of said Unit shall not be considered.

3. Where neither spouse is present, the person designated in a proper "Proxy" (as defined in the By-Laws) signed by either spouse may cast the Unit vote, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Common Facilities Association by the other spouse, the vote of said Unit shall not be considered.

4. Where neither spouse is present, the person designated in a proper "Proxy" (as defined in the By-Laws) signed by either spouse may cast the Unit vote, absent any prior written notice to the contrary to the Common Facilities Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Common Facilities Association or the designation of a different Proxy by the other spouse, the vote of said Unit shall not be considered.

1. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI

TERM

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

ARTICLE VII

INCORPORATION

The name and address of the Incorporator of these Articles is as follows:

ALAN PINKWASSER 2145 N.E. 204th St., N. Miami Beach, Fl. 33179

ARTICLE VIII

OFFICERS

A. The affairs of the Common Facilities 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 Common Facilities Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Common Facilities Association in managing the Common Facilities 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 3.2 of the By-Laws); provided, however, such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The Officers shall be Directors of the Common Facilities Association. 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 IX

OFFICERS

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

President	Eugene N. Suttin
Vice-President	Kenneth Weitz
Secretary	Steve Romanowski
Treasurer	Eugene N. Suttin

ARTICLE X

BOARD OF ADMINISTRATION

A. There shall be five (5) members on the Board who are to serve until their respective "Election Date" (as hereinafter defined). The number of Directors elected by Members shall be a total of five (5), two (2) Class A Directors and three (3) Class B Directors. Except for the Developer appointed Directors, Directors must be Members. This Section may only be amended by vote or written consent of 100% of the Members.

B. The Class A Directors shall be elected by the Class A Members. The Class B Directors shall be appointed by Developer until Developer turns over Class B as set forth in Article X, Section E herein and thereafter by the Class B Members. The Section may only be amended by vote or written consent of 100% of the Members.

C. Developer reserves the right to designate successor Class B Directors to serve on the Board, except for Directors elected by the Owners after turn over of control of Class B for so long as the Board is to serve, as hereinafter provided. Developer reserves the right to remove any Class B Director, except any Class B Director elected by the Owners after turn over of control of Class B and the right to remove any Class B Director designated by Developer in accordance with these Articles.

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

NAME	ADDRESS
Class A Director:	
Allen Menzer	6244D Graycliff Drive Boca Raton, Florida 33496
Paul Scher	6244B Graycliff Drive Boca Raton, Florida 33496

Class B Director:

Eugene N. Suttin	5752 Vintage Oaks Circle Delray Beach, FL 33444
Kenneth Weitz	5752 Vintage Oaks Circle Delray Beach, FL 33444
Steven J. Romanowski	5752 Vintage Oaks Circle Delray Beach, FL 33444

E. Developer shall be entitled to appoint the Class B Directors; provided, however, upon the happening of any of following events, whichever shall first occur, Class B Members shall be entitled to elect the Class B Directors:

a. Three years after 50 percent of the Units that will be included ultimately in Class B have been conveyed to purchasers;

b. Three months after 90 percent of the Units that will be included ultimately in Class B have been conveyed to purchasers;

c. When all the Units that will be included ultimately in Class B have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; or

d. When some of the Units that will be included ultimately in Class B have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

F. The election of Directors shall be called by the Board for such purpose (an "Election Date") which election shall be held in accordance with the By-Laws.

G. The Board shall continue to be elected by the Members at each subsequent Annual Members' Meeting.

H. Directors shall serve a term of one (1) year and subsequently, until their successors are duly, qualified and elected.

I. 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, without distinction as to class.

ARTICLE XI

INDEMNIFICATION

Every Director and every officer of the Common Facilities Association (and the Directors and/or officers as a group) shall be indemnified by the Common Facilities Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or her or them in connection with any proceeding, litigation or settlement in which he/she may become involved by reason of his/her being or having been a Director or officer of the Common Facilities Association. The foregoing provisions for indemnification shall apply whether or not he/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 Common Facilities Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/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.

ARTICLE XII

BY-LAWS

The By-Laws of the Common Facilities Association shall be adopted by the Board and thereafter may be altered, amended or rescinded in the manner provided in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XIII

AMENDMENTS

A. 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 affected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the By-Laws 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. Unless a higher vote is expressly required, these Articles may be amended by written consent in lieu of a meeting or at any annual or special meeting of the Members called for that purpose by the vote of a majority of each class of Members.

B. 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 applicable Declarations.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

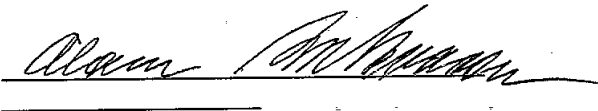
D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article X hereof, without the prior written consent thereto by Developer.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Common Facilities Association is 2601 South Bayshore Drive, 19th Floor, Miami, Florida 33133 and the registered agent of the Common Facilities Association at that address shall be Cober Corporate Agents, Inc.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this 8th day of December ____, 1997.



The undersigned hereby accepts the designation of Registered Agent of Solana Common Facilities Association, Inc. as set forth in Article XIV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporation Act.

COBER CORPORATE AGENTS, INC., a Florida corporation

By: Karen P. Kondell
KAREN P. KONDELL TREASURER

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH

I hereby certify that on this day before me a Notary Public duly authorized in the state and County named above to take acknowledgments, personally appeared ALAN PINKWASSER, to me known to be the individual described herein as Incorporator and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes expressed and produced a driver's license identification.

Witness my hand and official seal this 8th day of December, 1997.

[Signature]
Notary Public

My Commission Expires:

