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AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

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	Annual Report
	Fictitious Name
	Name Reservation

REGISTRATION/ QUALIFICATION	
	Foreign
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	Reinstatement
	Trademark
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**ARTICLES OF INCORPORATION
OF
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD ASSOCIATION,
(A Corporation Not for Profit)**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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THE UNDERSIGNED, in accordance with the provisions of Chapter 617, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation for the purpose of forming a nonprofit Florida corporation.

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association," shall be Wedge Wood at Pelican Strand Neighborhood Association, Inc. Its principal place of business shall be at 9400 Gladiolus Drive, Suite 250, Fort Myers, Florida 33908. Its registered office shall be 8889 Pelican Bay Blvd., Suite 300, Naples, Florida 34108. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. This corporation does not contemplate pecuniary gain or profit, direct or indirect to its members, and its primary purposes are:

A. To promote the health, safety and, social welfare of the owners of all Units located within Wedge Wood at Pelican Strand, a planned community located in the residential development known as Pelican Strand in Collier County, Florida (the "Neighborhood");

B. In addition, the general nature of business to be conducted by the Association may also include the operation and management of the affairs and property of any condominium(s) which may be developed as part of the Neighborhood and the Declaration(s) of Condominium of which names the Association as an entity to operate and manage the affairs of such condominium(s) and to perform all acts provided in the Declaration(s) of Condominium of such additional condominium(s); and

C. To maintain all portions of the Neighborhood and improvements thereon for which the obligation to maintain and repair has been delegated to the corporation by the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood (the

"Declaration") which is to be recorded in the public records of Collier County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Neighborhood pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Neighborhood and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Neighborhood property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration (all thereof, in the event that the Association undertakes no other activities), and (3) to pay all other common expenses as described in the Declaration. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Declaration, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all Neighborhood property.

(d) To purchase insurance upon Neighborhood property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve the Neighborhood property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Units as may be provided by the Declaration and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Neighborhood.

(h) To contract for the maintenance, repair, replacement and operation of any and all of the Neighborhood properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Neighborhood, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities. Including, specifically, the right to grant easements for utilities and access to maintain such utilities to any other association, entity or individual sharing such utilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To select depositories for the Association funds.

(n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of any applicable law, reasonably necessary or convenient to carry out and perform the

purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Areas and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Unit owners).

(r) To operate and maintain the Common Areas, including the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(s) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with any applicable law:

(a) In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:

(1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and

- (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (b) During any emergency defined in section (e) below:
 - (1) Notice of a meeting of the Board of Directors need to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;
 - (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and
 - (3) 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 section 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) An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.
- (e) An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

ARTICLE III - QUALIFICATION OF MEMBERS
AND THE MANNER OF THEIR ADMISSION

Section 1. The subscriber constitutes the sole members of this Association until the recording of the Declaration naming this

Association as the association thereunder. At such time as the purchase price is paid and the deed to a Unit is issued, the Owner thereof shall become a member. In addition, all persons owning a vested present interest in the fee title to any unit of any condominium(s) within the Neighborhood, as evidenced by a duly recorded proper instrument in the public records of Collier County, Florida, shall be a member of the Association and his or her respective membership shall automatically terminate as their vested interest in the fee title terminates.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a member. A Unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration. The membership of any Unit owner shall terminate upon the termination of the Declaration, or upon transfer of his ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

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

<u>Name</u>	<u>Address</u>
C. Perry Peebles	8889 Pelican Bay Blvd., Suite 300 Naples, Florida 34108

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may

deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
John Reisman	President	9400 Gladiolus Drive Suite 250 Fort Myers, Florida 33908
Vince Gullo	Vice President	9400 Gladiolus Drive Suite 250 Fort Myers, Florida 33908
Dave Knizner	Secretary/ Treasurer	9400 Gladiolus Drive Suite 250 Fort Myers, Florida 33908

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
John Reisman	9400 Gladiolus Drive Suite 250 Fort Myers, Florida 33908	1 year
Vince Gullo	9400 Gladiolus Drive Suite 250 Fort Myers, Florida 33908	1 year

Dave Knizner 9400 Gladiolus Drive 1 year
Suite 250
Fort Myers, Florida 33908

Section 3. Election of Directors shall be held at the annual members meeting, except as provided hereunto the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year, subject to Section 7 below. A director shall hold office until his successor has been elected and qualified.

Section 4. Nominations for directors and additional directorships created at the meeting shall be made from the floor. The election shall be by written ballot or voting machine (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 5. Directors may be removed with or without cause and replaced as follows:

- (a) Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Declarant pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Declarant without the necessity of any meeting.
- (b) Any director elected by the members (other than the Declarant) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.
 - i) If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall

one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.

- ii) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.
- iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division of Florida Land Sales, Condominiums and Mobile Homes a petition for arbitration pursuant to the procedures set forth in Article X of the Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

- iv) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.
 - v) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.
- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Declarant of the Neighborhood, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and the Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Neighborhood lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Neighborhood Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver,

court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Neighborhood property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Neighborhood property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the Board shall by duly adopted rule designate a specific location on the Neighborhood property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in Article VII or otherwise, the Board of Directors shall consist of three directors during the period that the Declarant is entitled to appoint a majority of the directors, as hereinafter provided. The Declarant shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Declarant have the right to elect a majority of the Board pursuant to Chapter 617 of the Florida Statutes.

The Declarant can turn over control of the Association to the Unit Owners other than the Declarant prior to such time in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Declarant to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of the Declarant's decision to cause its appointees to resign is given to the Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Declarant, or its successors or assigns, without the written consent of the Declarant. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Neighborhood property or Units in accordance with the provisions of the Declaration. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be made by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. For any amendment made after turnover of control of the Association to Unit Owners other than the Declarant, a

majority vote of the voting interests cast at a duly called meeting shall also be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Neighborhood property or upon property held by the Association in accordance with the provisions of the Declaration. No amendment shall be made that is in conflict with any applicable law or the Declaration, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant under these Articles, the Bylaws or the Declaration.

ARTICLE XI - VOTING

Section 1. Each Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one owner. In the event of a joint ownership of a Unit, the vote to which that Unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Neighborhood; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Declarant or its successors or assigns. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association; and for any other matter for which any applicable law requires or permits a vote of the Unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every

proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, C. PERRY PEEPLES, who's address is 8889 Pelican Bay Blvd., Suite 300, Naples, Florida 34108, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 4th day of August, 1999.

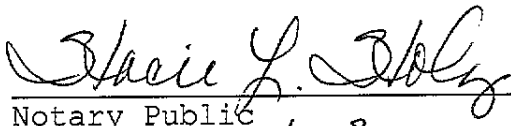
 (SEAL)
C. PERRY PEEPLES

STATE OF FLORIDA

COUNTY OF COLLIER

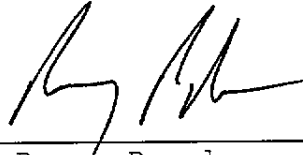
The foregoing was acknowledged before me this 4th day of AUGUST, 1999, by C. PERRY PEEPLES, who is personally known to me.




Notary Public
Name: STACIE L. STOLZ
Serial Number: CC 658397
My Commission Expires: 7-5-01

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon Wedge Wood at Pelican Strand Neighborhood Association, Inc., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.



C. Perry Peeples,
Registered Agent

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99 AUG -5 AM 11:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA