

P000000731469

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(Address)

(Address)

(City/State/Zip/Phone #)

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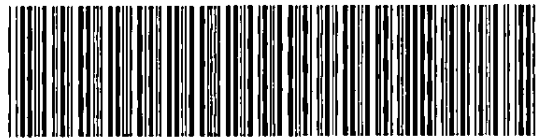
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JUN 26 2023
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Daniel R Jones Excavation & Demolition, Inc.

DOCUMENT NUMBER: P00000073169

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Suzanne Wilson

Name of Contact Person

Daniel R Jones Excavation & Demolition, Inc,

Firm/ Company

401 Alicante Rd

Address

St Augustine, FL 32086

City/ State and Zip Code

danjonesexcavation@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Suzanne Wilson

at (904) 466-4568

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Articles of Amendment
to
Articles of Incorporation
of

Daniel R Jones Excavation & Demolition, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P00000073169

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Daniel R Jones Excavation, Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

N/A

N/A

N/A

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

N/A

N/A

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

N/A

N/A

(Florida street address)

New Registered Office Address:

N/A

, Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Check if applicable

☒ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,
provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

Amendment : Daniel R Jones, Vice President is 100% Shareholder per the Divorce Decree from Carol S Jones (attached)

N/A

N/A

N/A

N/A

N/A

N/A

N/A

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

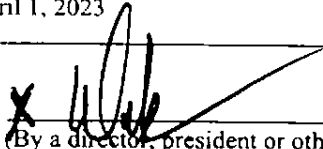
Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

April 1, 2023
Dated _____

Signature  _____
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Daniel R Jones

(Typed or printed name of person signing)

Vice President

(Title of person signing)

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR ST.
JOHNS COUNTY, FLORIDA.

CIVIL ACTION

CASE NO:

DIVISION:

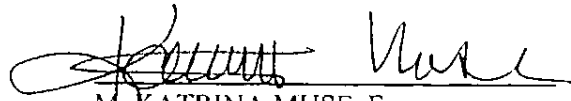
IN RE: The Marriage of
CAROL LYNN JONES,
Wife/Petitioner,
and
DANIEL RODMAN JONES,
Husband/Respondent.

WAIVER OF FURTHER NOTICE AND CONSENT TO ENTRY OF FINAL JUDGMENT

COMES NOW Daniel Rodman Jones, hereinafter referred to as the "Husband," by and through his undersigned attorney, and would state as follows:

1. That the parties have executed a **MARITAL SEPARATION AGREEMENT** entered into by the parties on September 20, 2011, in which they have made provisions for division of all marital property, debt, and all other issues related to this dissolution proceeding.
2. The Husband consents to trying of this cause expeditiously without further notice to him.
3. The Husband consents to the entry of a Final Judgment which awards the relief stated in the **MARITAL SEPARATION AGREEMENT** entered into by the parties on September 20, 2011.
4. The Husband waives the 20 day statutory waiting period.

I HEREBY CERTIFY that a true and correct copy of the foregoing **WAIVER OF FURTHER NOTICE AND CONSENT TO ENTRY OF FINAL JUDGMENT** has been delivered to M. Katrina Muse, Esq., located at 4405 Sartillo Road, Suite A., St. Augustine, FL 32095, this 20th day of September 2011.



M. KATRINA MUSE, Esq.
4405 Sartillo Road, Suite A.
St. Augustine, FL. 32095
FL Bar No.: 0855782
Phone: (904) 824-3355
Fax: (904) 824-2786

CASE SHEET FOR FAMILY COURT CASES

I. CASE STYLE:

IN THE CIRCUIT COURT OF THE SEVENTH
JUDICIAL CIRCUIT, AND FOR ST. JOHNS
COUNTY, FLORIDA.

CASE NO.:
DIVISION:

IN RE: The Marriage of
CAROL L. JONES,
Wife/Respondent,
vs.
DANIEL R. JONES,
Husband/Petitioner.

II. TYPE OF ACTION PROCEEDING. Place a check beside the proceeding you are initiating. If you are simultaneously filing more than one type of proceeding against the same opposing party, such as a modification and an enforcement proceeding, complete a separate cover sheet for each action being filed. **If you are reopening a case, choose one of the three options below.**

- (A) ☒ Initial Action/Petition.
(B) ☐ Reopening Case.
1. ☐ Modification/Supplemental Petition.
2. ☐ Motion for Civil Contempt/Enforcement.
3. ☐ Other.

III. TYPE OF CASE. If the case fits more than one type of case, select the most definitive (the one which best describes your case).

- (A) ☒ Simplified Dissolution of Marriage.
(B) ☐ Dissolution of Marriage.
(C) ☐ Domestic Violence.
(D) ☐ Dating Violence.
(E) ☐ Repeat Violence.
(F) ☐ Sexual Violence.
(G) ☐ Support IV-D (Department of revenue, Child Support Enforcement).
(H) ☐ Support Non-IV-D (not Department of Revenue, Child Support Enforcement).
(I) ☐ UIFSA IV-D (Department of Revenue, Child Support Enforcement).
(J) ☐ UIFSA non-IV-D (not Department of Revenue, Child Support Enforcement).
(K) ☐ Other Family Court.
(L) ☐ Adoption Arising Out Of Chapter 63.
(M) ☐ Name Change.
(N) ☐ Paternity/Disestablishment of Paternity.
(O) ☐ Juvenile Delinquency.
(P) ☐ Petition for Dependency.
(Q) ☐ Shelter Petition.
(R) ☐ Termination of Parental Rights Arising Out Of Chapter 39.
(S) ☐ Adoption Arising Out Of Chapter 39.
(T) ☐ CINS/FINS.

IV. RULE OF JUDICIAL ADMINISTRATION 2.545(d) Requires that a Notice of Related Cases Form, Family Law Form 12.900(h), be filed with the initial pleading/petition by the filing Attorney or self-represented (Pro Se) litigant in order to notify the Court of related cases. Is a Form 12.900(h) being filed with this Cover Sheet For Family Court Cases and initial pleading/petition?

- (A) ☒ No, to the best of my knowledge, no related cases exist.
(B) ☐ Yes, all related cases are listed on Family Law Form 12.900(h).

ATTORNEY OR PARTY SIGNATURE:

I HEREBY CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature: _____

Attorney or Party

FL Bar No.: _____
(Attorney)

(Type or print name)

Date: _____

**IF A NON-LAWYER HELPED YOU FILL UT THIS FORM, HE/SHE MUST FILL IN THE
BLANKS BELOW: {fill in blanks}**

I, {full legal name and trade name of non-lawyer} _____, a non-
lawyer, whose address is {street} _____, {city} _____,
{State} _____, {phone} _____, helped {name} _____,
who is the [choose only one] _____ Petitioner or _____ Respondent. fill out this form.

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR ST.
JOHNS COUNTY, FLORIDA.

CIVIL ACTION
CASE NO:
DIVISION:

IN RE: The Marriage of
CAROL LYNN JONES,
Wife/Petitioner,
and
DANIEL RODMAN JONES,
Husband/Respondent.

MARITAL SEPARATION AGREEMENT

This MARITAL SEPARATION AGREEMENT is made on September 20TH, 2011, by DANIEL RODMAN JONES, residing at 401 Alicante Road, St. Augustine, FL 32086, hereinafter called the "Husband," and the CAROL LYNN JONES, hereinafter called the Wife, residing at 401 Alicante Road, St. Augustine, FL 32086,. The parties stipulate and agree to divide their personal property, allocate joint debt, and to settle all other legal and property issues associated with the dissolution of their marriage as follows:

1. This MARITAL SEPARATION MARITAL SEPARATION AGREEMENT signed by both parties on the dates as shown on pages nine (9) and ten (10) below and shall be effective as of the date of the second party to execute same, provided such signature is acknowledged to be within ten (10) days of the first party to execute this MARITAL SEPARATION MARITAL SEPARATION AGREEMENT. If this document is not executed by both parties within ten (10) days of the first party's execution of same, then this MARITAL SEPARATION MARITAL SEPARATION AGREEMENT shall be null and void.
2. The parties are Husband and Wife and were married to each other on June 6th, 1999, in Key West, Monroe County, Florida.
3. There are no children born of this union, the Wife is not pregnant, and no issue are contemplated.
4. This MARITAL SEPARATION AGREEMENT is intended to finally and conclusively settle all matters of parental responsibility, support, property, and other rights or claims by either party against the other, including a division of all debts and marital assets, by reason of their said marriage or otherwise.
5. The consideration for this MARITAL SEPARATION AGREEMENT is the mutual benefits to be obtained by the parties and the promises of each party to the other.
6. The adequacy of the consideration for this MARITAL SEPARATION MARITAL SEPARATION AGREEMENT is admitted by the parties, and each signs this MARITAL SEPARATION AGREEMENT freely, voluntarily and without any reservations.

D.R.J.
D.R.J.


C.L.J.

7. The parties shall continue to live separate and apart and each party shall reside at a place of her or her own choosing, without interference from the other party.
8. Neither party shall harass the other, or interfere in any way with the other party's private, social, or business activities.
9. Reconciliation shall not affect any of the provisions of this MARITAL SEPARATION MARITAL SEPARATION AGREEMENT unless the parties agree in a written, properly executed, Amendment to said MARITAL SEPARATION AGREEMENT, that is executed with the formality equivalent to that of this MARITAL SEPARATION MARITAL SEPARATION AGREEMENT, specifying the exact changes both parties wish to make to the terms of this MARITAL SEPARATION MARITAL SEPARATION AGREEMENT.
10. TAXES
The Husband and Wife shall file jointly for the 2011 and shall evenly divide any forthcoming refund, share and share alike. Thereafter, each party shall file individually.
11. HEALTH INSURANCE:
The parties currently have an affordable health insurance plan which neither wishes to terminate. Therefore, each party shall pay his and her one-half (½) of the monthly premium, each shall be individually responsible for his and her uncovered medical expenses without contribution from the other, and each party shall evenly divide the annual deductible.
12. LIFE INSURANCE TO SECURE CHILD SUPPORT
Each spouse is awarded the any and all policies ensuring his and her life to the exclusion of the other spouse, with no obligation to maintain the other spouse as a beneficiary. Additionally, if there is any cash value, the party owning the life insurance policy shall be awarded such financial proceeds.
13. DIVISION OF PERSONAL PROPERTY
a. The Husband possesses certain personal property acquired during the marriage or beforehand and shall continue to possess same after the marriage is dissolved as his sole property, including but not limited to the following items:
i. The 55" T.V. and entertainment center.
ii. The master bedroom suite consisting of a king size bed, dresser and two end tables.
iii. The sectional couch.
iv. The dinette table and 6 chairs.
v. The queen size bed in the guest bedroom..
vi. All contents of the Husband's office, including a computer table, computer, software, monitor, printer, files, records, and any and all other items associated with the Husband's business.
vii. The Husband's personal clothing and jewelry.
viii. The Husband's tools and all lawn equipment.
ix. All appliances in the marital home.
x. The Husband's personal photographs, with joint photos to be evenly divided.
xi. The kitchen dishes and silverware not brought into the marriage by the Wife.
xii. The Husband's Harley Davidson collectibles.

- b. The Wife possesses certain personal property acquired during the marriage or beforehand and shall continue to possess same after the marriage is dissolved as her sole property, including but not limited to the following items:

- i. The china hutch and enclosed china.
- ii. The living room coffee table.
- iii. The living room end tables.
- iv. The dressers located in the spare bedroom.
- v. Miscellaneous lamps.
- vi. Miscellaneous collectibles.
- vii. The Wife's personal clothing and jewelry.
- viii. The tread mill.
- ix. The Wife's dishes and silverware acquired prior to the marriage.
- x. The Wife's personal photographs, with joint photographs to be evenly divided.
- xi. The Wife's DVD's.
- xii. Miscellaneous linens.

14. **DIVISION OF REAL PROPERTY:**

- a. The Husband is awarded the Real Property located at 401 Alicante Road, St. Augustine, FL 32086, to the exclusion of the Wife, as his separate and individual property.

- i. The Husband shall have sole possession of, sole title to, and quiet enjoyment of the Real Property located 401 Alicante Road, St. Augustine, FL 32086.
- ii. If the Wife has a record interest in this Real Property, she shall execute and deliver a Quit Claim Deed to the Husband within 20 days of the execution of this **MARITAL SEPARATION AGREEMENT**.
- iii. The Final Judgment shall also convey title to said Real Property.
- iv. The Husband agrees to hold the Wife harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification.

- b. The Husband is awarded the Real Property located at 1951 Ryan Road, St. Augustine, FL, to the exclusion of the Wife, as his separate and individual property.

- i. The Husband shall have sole possession of, sole title to, and quiet enjoyment of the Real Property located at 1951 Ryan Road, St. Augustine, FL.
- ii. The Wife has already executed a Quit Claim Deed conveying her interest in this parcel of Real Property to the Husband.
- iii. The Husband agrees to hold the Wife harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification.

- c. The Husband is awarded the Real Property located at 109 Miller Street, Pomona Park, Florida, to the exclusion of the Wife, as his separate and individual property.

- i. The Husband shall have sole possession of, sole title to, and quiet enjoyment of the Real Property located at 109 Miller Street, Pomona Park, Florida.
 - ii. The Wife shall executed and deliver a Quit Claim Deed conveying her interest in this parcel of Real Property to the Husband within twenty (20) of the execution of this MARITAL SEPARATION AGREEMENT.
 - iii. The Husband agrees to hold the Wife harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification.
- d. The Husband is awarded the Real Property located at 107 Miller Street, Pomona Park, Florida, to the exclusion of the Wife, as his separate and individual property.
- i. The Husband shall have sole possession of, sole title to, and quiet enjoyment of the Real Property located at 107 Miller Street, Pomona Park, Florida.
 - ii. The Wife shall executed and deliver a Quit Claim Deed conveying her interest in this parcel of Real Property to the Husband within twenty (20) of the execution of this MARITAL SEPARATION AGREEMENT.
 - iii. The Husband agrees to hold the Wife harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification.

15. ALLOCATION OF AUTOMOBILES

The respective parties shall have sole possession of, sole title to, and quiet enjoyment of the motor vehicles presently in his or her possession. If the other party has a record interest in/to any such vehicle, said party shall execute and deliver within 20 days from the date of receipt from the other party, a Limited Power of Attorney, duly executed title, or any other document(s) necessary to transfer title to the respective party in order to avoid unnecessary liability in the event of an automobile accident. The Final Judgment shall also convey title to said vehicles.

- a. The Wife owns a 2003 Chevy Tracker, which shall be the exclusive property of the Wife. The Wife agrees to hold the Husband harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification.
- b. The Husband owns a 2008 Ford F350, 2003 Harley Electra Glide, and a 2008 Raptor 2600 R/F 5th Wheel, which shall be the exclusive property of the Husband. The Husband agrees to hold the Wife harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification.

16. **ALLOCATION OF CREDIT DEBT AND LIABILITIES**

- a. The Husband shall assume all past and future debt for the following:
 - i. A Bank of America Master Card, with an approximate balance of \$400.00.
 - ii. A Sear's Credit Card, with an approximate balance of \$1,700.00.
 - iii. A Home Depot Credit Card, with an approximate balance of \$186.00.
 - iv. A Chevron Credit Card, with an approximate balance of \$139.00.
 - v. A Prosperity Visa Credit Card, with an approximate balance of \$3,000.00.
 - vi. A Prosperity Visa Credit Card, with an approximate balance of \$600.00.
- b. The Wife shall assume all past and future debt for the Chase/Southwest Credit Card, with an approximate balance of \$1,700.00.
- c. The parties represent to each other that they are not aware of any other liabilities and shall not incur any liability in the future for which the other may become liable.
- d. In the event there are liabilities of which the parties are not aware, the person who enjoyed the benefit of the liability shall pay same, and shall hold the other party harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification and shall defend the non-incurring party against any action or proceeding initiated or filed, whether or not the action or proceeding is well founded.

17. **DIVISION OF CHECKING AND SAVINGS ACCOUNTS**

The parties have already closed all joint accounts and have opened separate accounts in his and her individual names. Therefore, each party is awarded any and all accounts individually listed in his and her name to the exclusion of the other party and his and her separate and individual property.

18. **ALLOCATION OF JOINT BUSINESS - d/b/a**

The Husband shall keep the joint business and all associated assets, currently d/b/a DANIEL R. JONES EXCAVATION AND DEMOLITION, INC.

- a. The consideration for this transaction shall have been payment to the Wife of \$70,000.00, with an additional \$10,000.00 to be paid as income is generated by the Husband's business which is currently suppressed by the present economy.
- b. The Wife has completed documentation to remove her name from the Husband's business and shall complete any additional transactions which may be required in the future if any documentation has been overlooked.
- c. If the Wife has a record interest in this business, she shall execute and deliver within 20 days from the date of receipt from the other party, a Limited Power of Attorney, duly executed title, or other documents necessary to transfer title to the respective party.
- d. The Husband agrees to hold the Wife harmless from any liability, insurance, expense, loss, or claim whatsoever arising from, or in any way connected thereon, including but not limited to indemnification, or I.R.S. liability incurred after the date of separation.

- e. Furthermore, the Husband shall pay the Wife one-half (½) of any future proceeds obtained from Thomas Arrigoni and River Ridge Cottages of Welaka, Florida after any and all expenses to obtain these funds are deducted from said proceeds.

19. **ALIMONY**

- a. The Husband requests no alimony from the Wife and none shall be awarded, with this provision being irrevocable and unmodifiable.
- b. The Wife requests no alimony from the Husband and none shall be awarded, with this provision being irrevocable and unmodifiable.

20. **ALLOCATION OF PENSION, PROFIT SHARING, AND RETIREMENT BENEFITS**

Each party is awarded the respective pension, profit sharing, and/or other retirement benefits currently in his or her name, if any, or in which he or she may have any interest, vested or contingent, mature or immature. Additionally, each party waives any claim of the respective pension, profit sharing, or other retirement benefits of the other. The Husband is awarded his Stocks/Bonds/Annuity held by Lincoln Financial, with an approximate balance of \$102,240.00, his IRA with an approximate value of \$5,000.00, in addition to any and all cash assets currently held by him in a separate checking account.

21. **COSTS**

- a. The Husband shall be responsible for his attorney fees and costs without contribution from the Wife.
- b. The Wife shall be solely responsible for her attorney fees without contribution from the Husband.

22. **INHERITANCE RIGHTS**

- a. Each of the parties hereby waives, relinquishes and renounces all rights of inheritance, homestead, rights as a surviving spouse, elective share, family allowance, or any other right or claim in each other's estate unless otherwise provided for herein, or if either party subsequently re-designates the other as said beneficiary.
- b. Effective with the execution of this **MARITAL SEPARATION AGREEMENT**, each party revokes any Last Will and Testament or other document of every nature which purports to be a Will in which he or she has made a bequest to the other spouse.
- c. Each party shall, from the date of execution of this **MARITAL SEPARATION AGREEMENT**, have the right to make and enter into a Last Will and Testament with such provisions as he or she may desire without regard to any statutory provisions for a surviving spouse.
- d. Nothing herein shall preclude the rights of the parties to make claim against the estate of the other as creditor for any payment accruing under this **MARITAL SEPARATION AGREEMENT** and unpaid at the date of the death of the party obligated to pay the same.

D.R.J.
D.R.J.

C.L.J.
C.L.J.

23. VOLUNTARY MARITAL SEPARATION AGREEMENT

Each party acknowledges that he or she has read and fully understands the provisions and covenants of this MARITAL SEPARATION AGREEMENT. This MARITAL SEPARATION AGREEMENT has been entered into only after full, complete, and careful deliberation and is executed without fraud, misrepresentation, duress, coercion, or undue influence on the part of any person. The act of executing this MARITAL SEPARATION AGREEMENT is the voluntary act and deed of each party, and each acknowledges that he or she has received a true copy of this entire MARITAL SEPARATION AGREEMENT.

24. ADVICE OF COUNSEL

- a. Before executing the MARITAL SEPARATION AGREEMENT and with adequate time to seek such advice, each party has been advised that he or she may have, and should have this MARITAL SEPARATION AGREEMENT examined and reviewed by his or her separate and independent attorney.
- b. Each party has been advised and understands that this MARITAL SEPARATION AGREEMENT is a binding legal document which creates legal rights and obligations.
- c. The Wife acknowledges that she has been given no legal advice by the Husband's Attorney, M. Katrina Muse, Esq., who has drafted this MARITAL SEPARATION AGREEMENT as a courtesy to the Husband and who has no obligation to file any other legal documents related to this dissolution proceeding.
- d. CAROL S. JONES acknowledges that M. Katrina Muse has not given any advice to her concerning this MARITAL SEPARATION AGREEMENT.

25. REPRESENTATIONS - The parties represent to each other:

- a. That each party hereto has made a full disclosure to the other of his or her current financial condition.
- b. That each party hereto understands that this MARITAL SEPARATION AGREEMENT constitutes the entire contract of the parties. It supersedes any prior understandings or MARITAL SEPARATION AGREEMENTS between them upon the subjects covered in this MARITAL SEPARATION AGREEMENT.
- c. There are no representations or warranties other than set forth in this MARITAL SEPARATION AGREEMENT.
- d. Each party accepts these provisions in full settlement of all claims and demands, and each discharges the other from all claims and demands except those provided in this MARITAL SEPARATION AGREEMENT.
- e. Both parties acknowledge that the provisions of this MARITAL SETTLEMENT MARITAL SEPARATION AGREEMENT for support and maintenance are fair,

adequate, satisfactory, and are in keeping with the customary standard of living and the reasonable requirements for the standard of living achieved during the marriage.


- f. Each party releases the other from all claims and demands except causes of action for Dissolution of Marriage, or for separation wherein the claims or demands are made pursuant to the provisions of this MARITAL SEPARATION AGREEMENT.
- g. Within a reasonable time after written demand, each party shall execute, acknowledge, and deliver all documents or instruments required to carry out the terms and provisions of this MARITAL SEPARATION AGREEMENT if not specifically stated above.
- h. A party who fails on demand to comply with this provision shall pay to the enforcing party all attorney fees, costs, and other expenses reasonably incurred as a result of that failure.
- i. Each party is informed concerning the power of the Courts under certain conditions to modify the terms of this MARITAL SEPARATION AGREEMENT.

26. INCORPORATION INTO THE DECREE

- a. This MARITAL SETTLEMENT MARITAL SEPARATION AGREEMENT may be offered into evidence by either party in any Dissolution of Marriage action and, if acceptable to the Court, it may be incorporated by reference into the Final Judgment of Dissolution of Marriage entered by the Court.
- b. Notwithstanding incorporation into the Final Judgment of Dissolution of Marriage, this MARITAL SEPARATION AGREEMENT shall not be merged into same, but shall survive the Judgment and be binding upon the parties at all times.
- c. In such event of incorporation into any Court Order, the MARITAL SEPARATION AGREEMENT shall be enforceable by the same procedures and to the same extent as any Final Judgment or Order entered by the Court without the consent of the parties.
- d. In the event of reliance upon this MARITAL SEPARATION AGREEMENT and non-appearance of either party at any hearing, this MARITAL SEPARATION AGREEMENT shall not be modified by the Court except upon continuance, reasonable notice, and an opportunity to be heard. Reliance shall be presumed from the mere fact of non-appearance.
- e. If any provision of this MARITAL SEPARATION AGREEMENT is found to be invalid or unenforceable, all other provisions shall nevertheless continue to be in full force and effect.
- f. Florida law shall govern this MARITAL SEPARATION AGREEMENT. The provisions of this MARITAL SEPARATION AGREEMENT shall be construed and enforced in accordance with the applicable laws of the State of Florida.
- g. The failure of a party to insist on strict performance of this MARITAL SEPARATION AGREEMENT is not a waiver of any other or subsequent breach.

- h. If this MARITAL SEPARATION AGREEMENT is incorporated into the Final Judgment of Dissolution of Marriage, all provisions in this MARITAL SEPARATION AGREEMENT shall be enforceable in this Action for Dissolution of Marriage through civil and criminal contempt proceedings or by any other available method.
- i. The parties also agree that in the event it becomes necessary to enforce any of the provisions of this MARITAL SEPARATION AGREEMENT, the prevailing party shall be entitled to costs and reasonable attorney fees for said enforcement.
- j. This MARITAL SEPARATION AGREEMENT shall be effective upon the execution of the Contract by the parties.
- k. Except as otherwise stated herein, immediately upon execution by both parties, this MARITAL SEPARATION AGREEMENT shall be binding upon the heirs, next of kin, personal representatives, administrators, conservators, guardians, successors, or assigns, or anyone claiming an interest on behalf of either respective party.
- l. While the parties owe or any money to one another, any funds are owed to the parties from any other source, or while there is a minor child entitled to support, each party shall notify the other by certified mail of any change of address within Ten days (10) of the date of said change. **In the absence of such certified mailing apprising the other party of a current address, service of process and motions directed to the last stated address of the other party shall be binding without further service of process to the unstated new address.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on pages nine (9) and ten (10) of this MARITAL SEPARATION AGREEMENT.




DANIEL R. JONES

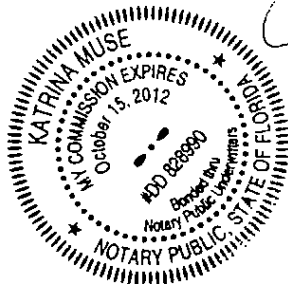
STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DANIEL R. JONES, to me well known and who has produced a valid Florida Driver's License No: J520-176-60-184-1, known to me to be the Husband described herein, who executed the foregoing, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at St. Augustine, St. Johns County, Florida, this 20th of September 2011.



Notary Public, State of Florida



D.R.J.
D.R.J.


C.L.F.

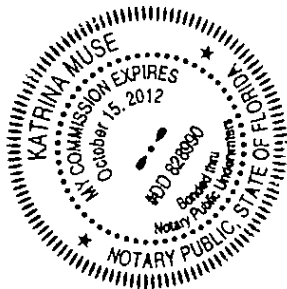

CAROL L. JONES

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CAROL L. JONES, to me well known and who has produced a valid Florida Driver's License No: J 520-112-60-606-0 known to me to be the Wife described herein, who executed the foregoing, and who acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at St. Augustine, St. Johns County, Florida, this 20th day of September, 2011.


Notary Public, State of Florida




D.R.J.


C.L.J.

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR ST.
JOHNS COUNTY, FLORIDA.

CIVIL ACTION

CASE NO:

DIVISION:

DC11-1811
59

IN RE: The Marriage of
CAROL LYNN JONES,
Wife/Petitioner,
and
DANIEL RODMAN JONES,
Husband/Respondent.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be considered by the Court this date upon testimony of the Wife and Husband before the Special Examiner and the **MARITAL SEPARATION AGREEMENT** entered into by the parties on September 20th 2011 and the Court being advised in the premises, finds as follows:

3. That the Wife and Husband have been residents of Florida for the requisite statutory period and the Court has jurisdiction of the parties and subject matter.
4. That the marriage of the parties is irretrievably broken.
5. That the parties have executed a **MARITAL SEPARATION AGREEMENT** entered into by the parties on September 20, 2011, in which they have made provisions for division of all marital property, debt, and all other issues related to this dissolution proceeding.
6. The Court hereby accepts the terms of that **MARITAL SEPARATION AGREEMENT** as being fair and equitable and incorporates the agreement, including any written changes made and initialed by both parties, in its entirety into this Judgment.
7. That **MARITAL SEPARATION AGREEMENT** shall hereinafter be given full force and effect, and the parties are ordered to abide thereby.

8. The Court retains jurisdiction of the parties and the subject matter for the purpose of enforcement or modification of this Judgment.

NOW THEREFORE, IT IS ORDERED AND ADJUDGED:

1. That the marriage of the Wife, Carol Lynn Jones, and the Husband, Daniel R. Jones, is dissolved, and the parties are restored to their respective status of being single and unmarried.
2. That the provisions of the MARITAL SEPARATION AGREEMENT entered into by the parties on September 20, 2011, are confirmed and approved, and adopted as a Judgement of this Court.
3. The parties are ordered to do all things necessary to carry out the terms of said MARITAL SEPARATION AGREEMENT entered into by the parties on September 20, 2011.
4. The Court retains jurisdiction of the parties and the subject matter for the purposes of enforcement and modification of this Judgment.

DONE AND ORDERED in Chambers, at St. Augustine, St. Johns County, Florida, this _____ day of September 2011.

Circuit Court Judge
THE HONORABLE

Conformed Copy
SEP 22 2011
John M. Alexander
Circuit Court Judge

Copies furnished to:
Katrina Muse - Attorney for the Husband
Carol L. Jones - Wife