

Prepared by and return to:
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DUVAL COUNTY, FL
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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PARENTAL WALK

THIS DECLARATION is made on the date hereinafter set forth by THOMAS
McCOLLOUGH, ~~TRUSTEE~~, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain properties in Duval County,
Florida, being more particularly described as:

See Exhibit "A" attached hereto and therefor made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described
above shall be sold and conveyed subject to the following easements, restrictions, covenants,
agreements and conditions, which are for the purpose of protecting the value and desirability of,
and which shall run with, the real property and be binding on all parties having any right, title
or interest in the described properties or any part thereof, their heirs, successors, and assigns, and
shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of
the property shall be deemed to have agreed to all of the easements, restrictions, covenants and
agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Parental Walk Owners Association, Inc., a
Florida corporation not for profit, its successors and assigns.

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2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" and "Property" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Areas" shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and enjoyment of the owners.

5. "Lot" shall mean and refer to the buildings shown upon the survey of the properties described above.

6. "Declarant" shall mean and refer to Thomas L. McCollough, Trustee, and any person or entity to whom Declarant shall assign, convey or sell his rights and duties under this agreement.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment and Benefit. Every owner and the Association shall have a right and easement of enjoyment in and to and benefit from any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against

such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. The Association shall have members all lot owners, and all shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) monthly assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established

and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; for the improvement and maintenance of the common areas, and perimeter fence.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$40.00 per month per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 10% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis or as determined by the Board of Directors.

7. Date of Commencement of Monthly Assessments. Due Dates: The monthly assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. The first monthly assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of

Directors shall fix the amount of the monthly assessment against each lot at least 15 days in advance of each monthly assessment period.

Written notice of the monthly assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached two-family (duplex) dwelling not to exceed one stories in height. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes.

2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the Architectural Review Committee.

4. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. Mailboxes. No individual lot owner shall cause to be constructed any mailbox facility other than those provided by the Declarant.

6. Fences. All fences shall be constructed of and shall have a permanent appearance of natural wood. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot. Chain link fences shall not be permitted. Declarant and the Association reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

7. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale or rent. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots.

8. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

10. Exterior Appearance and Maintenance. Every duplex and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Duplexes shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

11. Garbage and Refuse Disposal. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Air Conditioning Units. No air conditioning units may be installed in any window.

13. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

14. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 66% of the lot owners.

15. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Association or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 29th day of January, 1999.

Signed, sealed and delivered

in the presence of:

Andrea Hamm
Print Name: Andrea R. Hamm
Tarah Farber
Print Name: **TARAH FARBEN**

Thomas L. McCollough, Trustee
THOMAS L. McCOLLOUGH,
Trustee

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by THOMAS L. McCOLLOUGH, Trustee. He is personally known to me or has produced his drivers license as identification.

Andrea Hamm
Notary Public, State of Florida Andrea R. Hamm

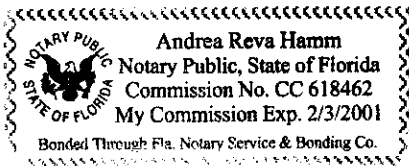


EXHIBIT "A"

Book 9204 Pg 1805

Part of Lot 13, HOGAN FARMS, according to the plat thereof recorded in Plat Book 6, Page 98, of the Current Public Records of Duval County, Florida, more particularly described as follows:

For a Point of reference, commence at the Southeast corner of said Lot 13; thence run North 28°-58'-30" East along the East line of said Lot 13, a distance of 290.42 Feet to the Point of Beginning; thence North 55°-47'-20" West, a distance of 547.13 Feet to the Easterly right-of-way line of Parental Home Road, as now established; thence South 43°-4'-00" West, 111.11 Feet along the Easterly right-of-way line of said Parental Home Road to a point; thence South 58°-46'-30" East, a distance of 109.67 Feet to a point; thence South 31°-13'-30" West, 92.39 Feet to a point; thence South 61°-34'-00" East 465.99 Feet to a point in the Easterly line of said Lot 13; thence North 28°-58'-30" East along said Easterly line of said Lot 13, 150.42 Feet to the Point of Beginning.

ARTICLES OF INCORPORATION

OF

PARENTAL WALK OWNERS ASSOCIATION, INC.

A CORPORATION NOT-FOR-PROFIT

We, the undersigned, being desirous of forming a corporation not for profit, do hereby associate ourselves into a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation shall be:

PARENTAL WALK OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purposes and object of the Association shall be to administer the operation and management of PARENTAL WALK, a residential development, (hereinafter "the Development") to be established upon that certain real property in Duval County, Florida, as described in that certain Declaration of Covenants, Conditions and Restrictions for PARENTAL WALK, which shall be recorded in the current public records, Duval County, Florida and to operate, maintain and manage the common area and the roadway providing egress/ingress to the property known as Parental Walk in a manner consistent with the requirements and applicable rules and to assist in the enforcement of the Declaration of Covenants and Restrictions which relate to

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of said common areas and roadway.

The Association does not contemplate pecuniary gain or profit to the members thereof and shall undertake and perform all acts and duties incident to the operation and management preservation of the residence lots and common areas of the Development in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the By-Laws of the Association and the Declaration.

ARTICLE III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Common Area and Roadway, as such terms are defined in the Declaration.
2. Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association.
3. To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.
4. Tax, levy, collect and enforce payment by all lawful means all charges or assessments against members of the Association and their Lots to defray the Common Expenses of the Development, as will be provided in the Declaration and the By-Laws, including the right to levy and collect adequate assessments against members of the Association for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area, the Roadway and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration, and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association, and to pay the cost of maintenance and operation of the sewage lift station.
5. Maintain, repair, replace, operate and manage the Common Area, including without limitation, any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to the Roadway and other property owned by the Association.
6. Contract for the management of the Development, the Common Area, the Roadway and other property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws.

7. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing the use of the Development which may hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership shall be as follows:

A. The owners (as defined in the Declaration and the By-Laws) of all Lots in the Development shall be members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot in the Development. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot.

C. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

D. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the By-Laws or the Declaration.

E. Except as an appurtenance to his Lot, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the By-Laws hereof.

ARTICLE V. VOTING

A. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot in the Development. Such vote may be exercised or cast by the owner or owners in such manner as may be provided in the By-Laws of this Association. Should any Member own more than one Lot, each Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the By-Laws.

B. Until the recordation of Declaration in the public records of Duval County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. TERM OF EXISTENCE

Existence of this Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VII. OFFICE

The principal office of the Association shall be 4451 Forest Haven Drive North, Jacksonville, Florida 32218, or such other place as the Board of Directors may designate.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. The number of members of the first Board of Directors shall be Three (3).

B. Subject to the Declaration, the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the By-Laws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

1. The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
TERENCE GOODLOE	4451 Forest Haven Drive North Jacksonville, Florida 32223
HOWARD GOODE	4451 Forest Haven Drive North Jacksonville, Florida 32223

ARTICLE IX. OFFICERS

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directors of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Development and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	Terrence Goodloe
Secretary/Treasurer	Howard Goode

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The president shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually.

ARTICLE X. BY-LAWS

A. The Board of Directors shall adopt by a majority vote the original By-Laws of the Association.

B. The By-Laws may be amended in accordance with the procedures set forth in the By-Laws.

ARTICLE XI. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended as follows:

1. Amendments shall be proposed by a majority of the Board of Directors.

2. The President, or acting Chief Executive Officer of the Association in the absence of the President, shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which the Board of Directors approve the amendment proposal. Each Member shall be given written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of at least a majority of the members of each class entitled to vote and a majority vote of all members in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be filed in the Office of the Secretary of State of the State of Florida and recorded in the public records of Duval County, Florida.

ARTICLE XII. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

**CERTIFICATE NAMING AGENT UPON WHOM DUE PROCESS
MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted:

That PARENTAL WALK OWNERS ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with its principal office, as indicated in the articles of incorporation at City of Jacksonville, County of Duval, State of Florida, has named J. HOWARD SHEFFIELD, located at J. HOWARD SHEFFIELD, P.A., 4209 Baymeadows Road, Suite 4, Jacksonville, Florida 32217, as its agent to accept service of process within this state.

Having been named to accept service of process for above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.



SCOTT R. BOATRIGHT