

AMENDMENT

BYLAWS OF RIVENDELL COMMUNITY ASSOCIATION, INC.

(Additions are indicated by underline, deletions by strike through)

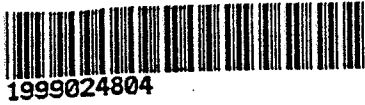
Article II LOCATION OF PRINCIPAL OFFICE

The principal office of the Community Association shall be located at Lighthouse Property Management, 16 Church St., Osprey, FL 34229 ~~7184 Beneva Road, Sarasota, Florida 34238,~~ or at such other place as may be established by resolution of the Board.

Article X MEETINGS OF MEMBERS

Section 4. The presence at any properly noticed meeting of the Members or Persons entitled to cast one-fifth (1/5) ~~one-third (1/3)~~ of the votes of the entire membership, in person or by proxy, shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles or ~~of~~ the Community Declaration shall require a quorum as therein provided.

Section 5. If the Community Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the date called for the original meeting. At the reconvened meeting, the number required for a quorum will be one-tenth (1/10) of the Members of Persons entitled to cast votes of the entire membership, in person or by proxy. If the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided herein.



AMENDED AND RESTATED

BY-LAWS
OF
RIVENDELL COMMUNITY ASSOCIATION, INC.

RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#079591

Article I
DEFINITIONS

All terms which are defined in the Declaration of Protective Covenants, Conditions, and Restrictions for RIVENDELL (the "Community Declaration") or the Articles of Incorporation of RIVENDELL COMMUNITY ASSOCIATION, INC. (the "Articles") shall be used herein with the same meanings as defined in said Community Declaration or Articles.

Article II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Community Association shall be located at 399 Interstate Boulevard, Sarasota, Florida 34240, or at such other place as may be established by resolution of the Board.

Article III
MEMBERSHIP, ASSESSMENTS AND VOTING RIGHTS

Section 1. Every Owner including Declarant shall become a Member of the COMMUNITY ASSOCIATION as set forth in the Articles. Once established, Membership shall be appurtenant to, and may not be separated from ownership of a Unit.

Section 2. Each Owner shall be obligated and agrees to pay Assessments in accordance with the provisions of the Community Declaration. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Community Declaration and, upon thirty (30) days written notice, shall result in the suspension of voting privileges until such Assessments and installments thereof are paid.

Section 3. Each Member shall possess the number of votes such Member is entitled to as set forth in the Community Declaration and shall cast such votes in the manner as set forth in the Articles.

Article IV
BOARD OF GOVERNORS

Section 1. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority of the Governors present at a meeting at which a quorum is present shall constitute the action of the Board.

Section 2. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Governor shall be filled by the Board; except that Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Governor appointed by Declarant. A Governor appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor is elected and/or appointed and qualified.

Article V
ELECTION OF GOVERNORS;
NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board shall be by written ballot. At such election, Owner Members and Declarant may cast as many votes as they are entitled to exercise under the provisions of the RIVENDALL Documents for each vacancy in the Board that such Member may vote for. The persons receiving the largest number of votes for each such vacancy shall be elected. Nothing contained herein shall be in derogation of Declarant's right to designate or elect Governors as set forth in the Articles.

Section 2. Nominations for election of Governors by Owner Members shall be made by a "Nominating Committee".

Section 3. The Nominating Committee shall consist of a chairperson, who shall be a member of the Board, and three (3) or more Members of the COMMUNITY ASSOCIATION. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each "Annual Members' Meeting" (as that term is defined in Article X below) subsequent to the Transfer Date to serve until the close of each such Annual Members' Meeting.

Section 4. The Nominating Committee shall make as many nominations for election of Governors as it shall in its discretion determine. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots. Additional nominations for Governors may be made from the floor at each Annual Members' Meeting.

Section 5. All elections to the Board shall be made by written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of the persons nominated by the Nominating Committee for such vacancies;
- (c) contain space for a write-in vote.

Ballots shall be prepared and mailed by the Secretary to the Members and Declarant, at least fourteen

(14) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. Completed ballots may be hand delivered to the Secretary or returned by mail to the Secretary or filed with the Secretary at the Annual Members' Meeting or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 7. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those Members who have the right to vote are able to cast votes and that the vote of any Member or his proxy shall not be disclosed to anyone. The ballots shall be destroyed thirty (30) days after the announcement of the results.

Article VI POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

(a) To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the Members, as provided in Article X, Section 2 hereof;

(b) To appoint and remove at its pleasure all officers, agents and employees of the COMMUNITY ASSOCIATION, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Governor of the COMMUNITY ASSOCIATION in any capacity whatsoever;

(c) To establish, levy and assess, and collect Assessments for Community Expenses;

(d) To adopt and publish Rules governing the use of the Community Common Area and facilities and the personal conduct of the Members and their guests thereon;

(e) To exercise for the COMMUNITY ASSOCIATION all powers, duties and authority vested in or delegated to the COMMUNITY ASSOCIATION, except those reserved to the Members in the Community Declaration.

Section 2. It shall be the duty of the Board:

(a) To cause to be kept minutes of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of the COMMUNITY ASSOCIATION.

Section 3. In the event that any member of the Board not appointed by Declarant shall be absent from three (3) consecutive regular meetings of the Board, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Governor to be vacant.

**Article VII
GOVERNORS' MEETINGS**

Section 1. A regular meeting of the Board shall be held at least once each calendar quarter. A regular meeting of the Board shall also be held immediately following the regular Annual Members' Meeting.

Section 2. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no additional notice thereof need be given.

Section 3. Special meetings of the Board shall be held when called by the President or by a majority of Governors after not less than seven (7) days' notice to each Governor except in cases of emergencies.

Section 4. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Governors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the COMMUNITY ASSOCIATION and made part of the minutes of the meeting.

Section 5. Governors may participate in a meeting of the Board by conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

**Article VIII
OFFICERS**

Section 1. The officers of the COMMUNITY ASSOCIATION shall be a President, a Vice President, a Secretary and a Treasurer and such other officers as may be deemed necessary or appropriate by the Board. The President shall be a Governor.

Section 2. The officers shall be chosen by a majority vote of the Board.

Section 3. All officers shall hold office at the pleasure of the Board.

Section 4. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and may sign any note, check, lease, mortgage, deed or any other written instrument. The President shall not hold any other office.

Section 5. The Vice President shall perform all the duties of the President in his absence and such other duties as the Board shall prescribe.

Section 6. The Secretary shall be ex officio the Secretary of the Board, shall record the votes, and shall keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the COMMUNITY ASSOCIATION. He shall record in a book kept for that purpose the name of all Members together with their addresses as registered by such Members (see Article X, Section 3 hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the COMMUNITY ASSOCIATION and shall disburse such funds as directed by resolution of the Board; provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may sign any check or note of the COMMUNITY ASSOCIATION. The Board may require two (2) signatures for checks and/or notes over a specific dollar amount. The Treasurer shall keep books of the COMMUNITY ASSOCIATION in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

Article IX COMMITTEES

Section 1. The COMMUNITY ASSOCIATION may have the following Board and Committees amongst others:

- (a) Maintenance Committee.
- (b) Finance Committee.
- (c) Building and Planning Board, and Architectural Review Committee.

Unless otherwise provided herein, each committee shall consist of a chairperson and two or more persons and shall include a member of the Board. Committee members may be appointed by the Board to serve until the close of the next annual meeting. The Board may create, from time to time, such other committees as it deems desirable. Committee members shall serve at the pleasure of the Board and may be removed by the Board at any time.

Section 2. The Maintenance Committee, if created by the Board, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of Community Common Area and facilities of the COMMUNITY ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Finance Committee, if created by the Board, shall supervise the annual review of the COMMUNITY ASSOCIATION's books and approve the annual budget and balance sheet statement to be presented to the membership at its Annual Members' Meeting. The Treasurer shall be an ex officio member of the committee.

Section 4. The COMMUNITY ASSOCIATION shall set up a Building and Planning Board which shall establish, and from time to time, modify building and planning standards for the control of the design and location of all structures and other work, including without limitation, landscaping within the Committed Property. No Structure shall be commenced, erected or improved, nor shall any grading, excavation, tree removal or landscaping be undertaken, without the prior written approval of the COMMUNITY ASSOCIATION acting through its Building and Planning Board. Prior to the commencement of any residential construction or landscaping work, each Person shall submit the required materials to the Building and Planning Board for the latter's review. The COMMUNITY ASSOCIATION may charge a reasonable fee as part of its review process hereunder to offset its costs and expenses involved therein.

The COMMUNITY ASSOCIATION may also establish an Architectural Review Committee which shall review and approve all modifications and changes to existing structures and landscaping prior to any work being commenced. The Architectural Review Committee shall establish standards and criteria to be applied to all modifications and changes, and shall establish such review procedures as it deems necessary and appropriate.

The approval, rejection or withholding of any approval by the Building and Planning Board or by the Architectural Review Committee of the plans, proposals or specifications or the proposed locations of all structures, and any alteration of any structure or landscaping, shall not be construed or interpreted as a representation or determination that any building code or other applicable governmental regulation has or has not been properly met. The approval or disapproval of the Building and Planning Board or of the Architectural Review Committee relates only to the aesthetics of the improvements proposed, and not to their sufficiency or adequacy. Each Person shall be responsible to obtain all necessary technical data and to make application to and obtain the approval of the appropriate government agencies prior to commencement of any construction or landscaping.

Section 5. It shall be the duty of each committee, if created, to receive complaints from Members on any matter involving COMMUNITY ASSOCIATION functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Governor or officer of the COMMUNITY ASSOCIATION as is further concerned with the matter presented.

**Article X
MEETINGS OF MEMBERS**

Section 1. The regular annual meeting of the Members ("Annual Members' Meeting") shall be held on such day and at such time in the month of February in each year as the Board shall determine.

Section 2. Special meetings of the Members for any purpose may be called at any time by a majority or more of the Governors, or upon written request of the Members who have the right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting shall be given by the Secretary to the Owner Members and Declarant. Notice may be given either personally, or by sending a copy of the notice by first-class mail, postage prepaid, to the address of the Owner Members and Declarant appearing on the books of the COMMUNITY ASSOCIATION. Notice of any meeting, regular or special, shall be delivered or mailed at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article V hereof, or any action governed by the Articles or by the Community Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at any meeting of the Members or Persons entitled to cast one-third (1/3) of the votes of the entire membership, in person or by proxy, shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles or the Community Declaration shall require a quorum as therein provided.

**Article XI
PROXIES AND VOTING**

Section 1. At all meetings of Members, each Owner Member and Declarant may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall be effective for a period longer than ninety (90) days.

Section 3. No Owner Member shall be entitled to appoint more than one (1) proxy to attend a meeting on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given.

**Article XII
BOOKS AND PAPERS**

The books, records and papers of the COMMUNITY ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by Declarant and any Owner Member.

**Article XIII
CORPORATE SEAL**

The COMMUNITY ASSOCIATION shall have a seal in circular form having within its circumference the words:

RIVENDELL COMMUNITY ASSOCIATION, INC.

**Article XIV
ACCOUNTING RECORDS; FISCAL MANAGEMENT**

Section 1. The COMMUNITY ASSOCIATION shall use the accrual method of accounting, all records of which shall be open to inspection by Declarant and the Owner Members, or their respective authorized representatives at reasonable times and upon reasonable notice. Such authorization of a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.

Section 2. The Board shall adopt a Budget (as provided for in the Community Declaration) of the anticipated Community Expenses of the COMMUNITY ASSOCIATION for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held no later than November 30th of the year prior to the year in which the Budget applies. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Declarant and each Owner Member. The copy of the Budget shall be deemed furnished and the notice of Assessments shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Community Expenses.

Section 3. In administering the finances of the COMMUNITY ASSOCIATION, the following procedures shall govern: (i) the fiscal year shall be the calendar year; and (ii) Assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

Section 4. Assessments shall be payable as provided in the Community Declaration.

Section 5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Community Expenses not budgeted or which shall exceed budgeted items, and no Board shall engage in deficit spending. Should there exist any deficiency which results from there being greater Community Expenses than monies from Assessments, such deficits shall be the subject of an adjustment to the applicable Assessment (e.g., regular Assessment or Special Assessment).

Section 6. The depository of the COMMUNITY ASSOCIATION shall be such bank(s) or savings and loan association(s) as shall be designated from time to time by the Board in which the monies

of the COMMUNITY ASSOCIATION shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by authorized Officers or agents of the Board as set forth in Article VIII hereof. All such funds shall be insured by an agency of the United States.

Section 7. A report of the accounts of the COMMUNITY ASSOCIATION shall be made annually, and a copy of the report shall be furnished to Declarant and each Owner Member no later than ninety (90) days following the fiscal year for which the report is made.

Section 8. All notices and mailing to Owner Members or Declarant, required under these By-Laws, shall be deemed to be furnished to the above-named parties upon its delivery in person or mailing by first-class mail to the above-named parties shown on the records of the COMMUNITY ASSOCIATION at their last known addresses as shown on the records of the COMMUNITY ASSOCIATION.

Article XV AMENDMENTS

Section 1. These By-Laws may be amended at any regular or special meeting of the Board at which there is a quorum, by a vote of a majority of the Board, provided that those provisions of these By-Laws which are governed by the Articles may not be amended except as provided in the Articles or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Community Declaration may not be amended except as provided therein.

Section 2. Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the COMMUNITY ASSOCIATION shall be recorded amongst the Public Records of the County and delivered to Declarant and each Owner Member no later than fourteen (14) days after said instrument is adopted.

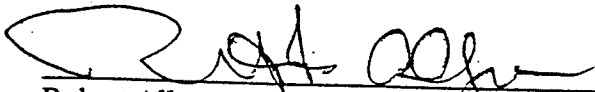
Section 3. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Community Declaration and these By-Laws, the Community Declaration shall control; and in the event of any conflict between the Articles and the Community Declaration, the Community Declaration shall control.

Section 4. No amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of Declarant's rights or privileges without Declarant's prior written consent.


Article XVI
GENDER

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

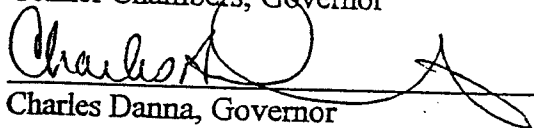
IN WITNESS WHEREOF, we, being all of the Governors of RIVENDELL COMMUNITY ASSOCIATION, INC., have hereunto set our hands this 20th day of May, 1998.



Robert Allegra, Governor

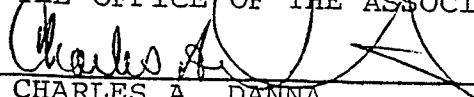


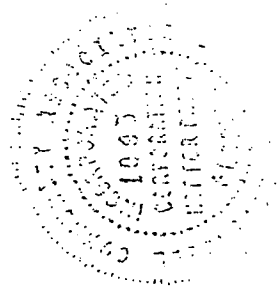
Connor Chambers, Governor



Charles Danna, Governor

I HEREBY CERTIFY THAT THE FOREGOING
"AMENDED AND RESTATED BY-LAWS OF RIVENDELL
COMMUNITY ASSOCIATION, INC." ARE A TRUE AND
CORRECT COPY OF THE ORIGINAL FILES MAINTAINED
IN THE OFFICE OF THE ASSOCIATION.

BY  _____ 2-22-99
CHARLES A. DANNA Date
SECRETARY
RIVENDELL COMMUNITY ASSOCIATION, INC.



6-
CONSENT OF MORTGAGEE
TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
RIVENDELL

SUNTRUST BANK, GULF COAST, Mortgagee as to that certain First Mortgage dated December 21, 1995, executed by Brandywine Land Company, Ltd. a Florida Limited Partnership, recorded in O.R. Book 2805, Page 802, et seq., Public Records of Sarasota County, Florida, encumbering Rivendell Unit 1, Sarasota County, Florida, hereby acknowledges, consents and joins in the recording of the foregoing Declaration of Protective Covenants, Conditions and Restrictions for Rivendell Unit 1, Sarasota County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Joinder and Consent to be executed this 16th day of January, 1996.

Signed, Sealed and Delivered
in the Presence of:

SUNTRUST BANK, GULF COAST

John D. Dumbough
PRINT WITNESS NAME: John D. Dumbough

BY: *E. Carl Goff*
E. CARL GOFF, ITS FIRST VICE PRES.

Michele D. Bacon
PRINT WITNESS NAME: Michele D. Bacon

(SEAL)

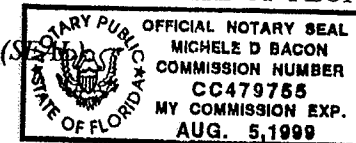
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KAREE E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY E. CARL GOFF, THE FIRST VICE PRESIDENT OF SUNTRUST BANK, GULF COAST, PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL THIS 16th DAY OF JANUARY, 1996.

Michele Bacon
NOTARY PUBLIC - STATE OF FLORIDA



30/ Return Paula Board Records

MAINTENANCE AGREEMENT
LANDSCAPING, IRRIGATION, LIGHTING AND PAVER BLOCK

** OFFICIAL RECORDS **
BOOK 2842
PAGE 2693

KNOW ALL MEN BY THESE PRESENTS, that the Corporation named below certifies that it is the Owner of RIVENDELL SUBDIVISION, UNIT 1, located in Sarasota County, Florida, and;

certifies it is the Maintenance Entity referred to on the Approval Preliminary Plan, Site and Development Plan, and/or Construction Plans,

does hereby agree to be responsible for the maintenance and repair of all landscaping, irrigation, paver blocks and lighting located within County Right-of-Way in the Rivendell Subdivision, Unit 1, and for the repair of any damage to the County roadway caused by operation repair or maintenance of the aforesaid system, and;

does hereby grant to Sarasota County and any of its agencies legal accessibility to rectify any future maintenance related complaints or problems associated with the landscaping, irrigation and lighting at the expense, including any legal fees, of the Maintenance Entity, should the Maintenance Entity not rectify the maintenance related problem(s) within (30) days of written notification from the Sarasota County Engineer.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on April 3, 1996.

RIVENDELL COMMUNITY ASSOCIATION,
INC., A FLORIDA CORPORATION

BY: Robert L. Elliott
ROBERT ELLIOTT 3 PRESIDENT

ATTEST:

SIGNED AND SEALED IN THE PRESENCE OF:

BY: Mark Botts
MARK BOTTS, ITS SECRETARY

(CORPORATE SEAL)

RECORDED IN OFFICIAL RECORDS
96 APR 18 PM 4:27
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL



STATE OF FLORIDA SARASOTA COUNTY SS:

THIS IS TO CERTIFY that on April 3, 1996 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared MARK BOTTS, Vice President of RIVENDELL COMMUNITY ASSOCIATION, INC., a Florida Corporation, to me known to be the individual and officer described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Lynda Bliss
Notary Public - State of Florida

(SEAL)

Prepared by: JOHN D. DUMBAUGH, ESQ.
SYPRETT MESHAD RESNICK & LIEB
1900 RINGLING BLVD.
SARASOTA, FL 34236
#13104.001/JD



LYNDA BLISS
My Comm Exp. 10/17/99
Bonded By Service Ins
No. CC491520
[] Personally Known [] Other L.D.

3016 Return to Paula / Board Records