



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

BOYNTON LAKES II PURCHASE OR LEASE INSTRUCTIONS

1. Application to PURCHASE or LEASE must be completed and signed.
 - a. Copy of Purchase Contract or Lease Contract and a copy of Drivers license or ID and copy of all vehicle registrations.
 - b. Application fees are: Money Order or Cashiers Check payable to: Boynton Lakes II for \$100.00 per non related applicant.

Money Order or Cashiers Check payable to: Banyan Property Management for \$100.00 .
 - c. Application fee is non-refundable.
 - d. Once received processed and approved an appointment will be set for an orientation at Banyan Property Management.
2. Copy of Warranty Deed must be sent to Banyan Property Management upon closing of the unit as well as any sums due the Association must be collected at closing.
3. \$200 application fee covers orientation and background only. All other charges for estoppels and Pud Questionnaires are not included in the application fee.

Thank you for your assistance.

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com



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PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE/LEASE

ASSOCIATION _____

ADDRESS OF UNIT: _____

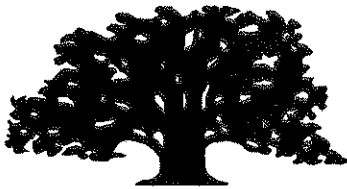
OWNERS/REALTOR NAME: _____

PHONE NUMBER OF OWNER/REALTOR: _____

A fully completed application, along with appropriate photo I.D before consideration or processing will commence. To ensure proper and timely processing, the forgoing must be received a minimum of 30 days prior to any closing date/move in date.

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PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE OR LEASE

ASSOCIATION: _____

ADDRESS OF UNIT: _____

Last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Marital Status: Single _____ Married _____ Separated _____

Co-applicant last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Expected move in date

Will the above listed person(s) be the only occupants? Yes No If No, list other occupants with Date(s) of Birth below:

NUMBER OF OCCUPANTS TO LIVE IN RESIDENCE

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

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RESIDENCE HISTORY

Current address	City/State	Zip code
Area code/phone number	own	rent
Name and address of present landlord or mortgage co.	area code/phone no.	monthly payment
Previous address (include landlord and apartment community)	area code/phone no.	how long

EMPLOYMENT HISTORY

Applicant employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Applicant previously employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Co-applicant employed by	Supervisor name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Co-applicant previously employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly

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ADDITIONAL INCOME

Sources	Amount per year
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PET INFORMATION

Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
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Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
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PALM BEACH COUNTY RABIES LICENSE TAG NUMBER

(Required by Palm Beach County Ordinance 98-22)

VEHICLE INFORMATION

If you have any recreational vehicles, (vans, boats, motorcycles) please specify. (NOTE: Certain vehicles may be prohibited.)

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

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BOYNTON LAKES PHASE II HOMEOWNERS ASSOCIATION
C/O BANYAN PROPERTY MANAGEMENT, INC.
2328 South Congress Ave., Suite 1-C
West Palm Beach, FL 33405

AFFIDAVIT

TO: BOYNTON LAKES PHASE II HOMEOWNERS ASSOCIATION

SUBJECT: Conveyance of Unit # _____

_____ to _____
Seller (s) Buyer (s)

We, the undersigned buyer (s) has (have) received a copy of the By-Laws of Boynton Lakes Phase II Woods Homeowners Association and hereby agree to abide by the terms of that document as specified.

Witness

Signature

Witness

Signature

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN to before me this _____ day of _____,
by _____ who is personally known to me or has furnished
_____ as identification.

Notary Public, State of Florida

My Commission Expires: _____



BANYAN

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Dedicated to Your Community

Boynton Lakes HOA, INC.

Acknowledgement of Receipt of Rules and Regulations of the Association

I, _____, acknowledge the Rules and Regulations of Boynton Lakes Home
(Unit Owner Name, Print)

Owners Association, Inc. I have received, read and understand the following Association Rules:

(Please initial each set of Rules that apply)

- Association Rules and Regulations
- Renters rent transferred to Association

I agree to abide by the Documents and the Rules of the Association and understand the consequences if the rules are not adhered to. I understand Boynton Lakes Documents; any owner that is delinquent and has a renter in the unit the association will receive the rent until the delinquent balance is cleared. In addition when an Owner which is leasing his or her Unit fails to pay any Regular Assessment or other Assessment or any other charge to be paid by the Owner to the Association...for a period of more than thirty (60) days...the Association has the right to file an action for Foreclosure.

(Owner Signature)

(Owner Signature)

(Renter Signature, if applicable)

(Renter Signature, if applicable)

Address of Unit _____

Renter Name: _____

Renter Phone #: _____

Renter Emergency Contact: _____

Phone #: _____

Vehicle #1 _____
(Make, Model, Year)

Tag # _____

Vehicle #2 _____
(Make, Model, Year)

Tag # _____



BANYAN
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APPLICANT AUTHORIZATION

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having Personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize LexisNexis, a service of LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my rental application.

I hereby release and hold harmless LexisNexis, a service of LexisNexis its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.

Print Name

Print Name

Applicant's Signature

Date

Co-Applicant's Signature

Date

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(561) 649-8585 • Fax (561) 649-0188

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PREPARED BY:
LENNAR HOMES, INC.
700 NW 107th AVE
MIAMI, FL. 33177
ATT: MORRIS J. WATSEY

RETURN TO
LENNAR HOMES, INC.
700 NW 107th AVE
MIAMI, FL 33177
ATT: MORRIS J. WATSEY

DECLARATION OF RESTRICTIONS
COVERING BOYNTON LAKES PLAT NO. 2
A SUBDIVISION OF PALM BEACH COUNTY, FLORIDA
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 46 AT PAGES 138-139 OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1. DEFINITIONS:

- a. SUBDIVIDER and GRANTOR means and refers to LENNAR HOMES, INC.
- b. GRANTEE means the person, firm or corporation (one or more) to whom the Subdivider first conveys the land herein described or any part thereof and the Grantee's heirs, executors, administrators, successors and assigns and all persons, firms or corporations claiming by, through or under such Grantee. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
- c. SUBDIVISION means the land subdivided as shown on the Plat of Boynton Lakes Plat No. 2, recorded in Plat Book 46 at Pages 138-139 of the Public Records of Palm Beach County, Florida.
- d. UNIT means a one-family dwelling unit attached to another dwelling unit by a common party fire wall or portion thereof.
- e. GROUP or GROUPING means a single building structure containing three or more units.

RESTRICTIONS THAT APPLY TO BOYNTON LAKES PLAT NO. 2 SUBDIVISION OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 46 AT PAGES 138-139 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA ARE AS FOLLOWS:

2. LAND USE, BUILDING TYPE AND ARCHITECTURAL CONTROL:

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy and not to exceed one story in height and a private garage for a car.

3. DWELLING COSTS, QUALITY AND SIZE:

No dwelling shall be permitted on any Lot at a cost of less than \$17.00 per square foot exclusive of porches, nor less than a total value of \$12,000 per unit, based upon cost levels prevailing on the day these presents are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size.

The ground floor area of the main structure exclusive of one-story open porches and garages shall not be less than 650 square feet for a one story building.

4. LOT AREA AND WIDTH:

No dwelling shall be erected on any parcel other than within a lot as platted on the Plat of BOYNTON LAKES PLAT NO. 2 recorded in Plat Book 46 at Pages 138-139 of the Public Records of Palm Beach County, Florida. No lot shall be divided or subdivided.

5. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or

B4282 P1700

maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be erected in any easement strip for fire fighting access purposes. The easement area of each lot shall be maintained continuously by the Association except for those improvements for which a public authority or utility company is responsible or as long as the individual does not improve said area by planting shrubbery, ground cover and the like. The Association is hereby granted an easement over the Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

6. WELLS AND SEPTIC TANKS:

No individual wells will be permitted on any lot within this subdivision, and no individual septic tanks will be permitted on any lot within this subdivision. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each lot on which a completed building is located in said subdivision in accordance with the standard requirements as provided for by the Federal Housing Administration and the State Board of Health Regulations and the charge for said services, as set forth in the Rate Schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

7. 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.

8. TEMPORARY STRUCTURES AND USE:

No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No canvas, pipe or other type of carport shall be placed between the front Lot line and the front building line on any lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential lots. No business, service repair, or maintenance for the general public shall be allowed on any lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the units built in this subdivision or any ancillary building.

9. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

10. PETS:

No animals, livestock or poultry of any kind, other than common, traditional house pets (i.e. dogs, cats, fish and caged birds), shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however that (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no animals shall be permitted to remain on any portion of the properties which become an unreasonable nuisance or annoyance to other others, and (c) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the open areas unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet.

B#282 P1701

11. VISIBILITY OF CORNER LOTS:

Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

12. CLOTHESLINES:

No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the properties; provided, however, that upon written request to the Board by a majority of the Owners of the Association, the Board may, upon its sole discretion, permit on a revocable basis the locating of collapsible, retractable or umbrella type clotheslines or other equipment in the "back patio" of the particular unit whose Owner(s) have made such request.

13. BARBECUES:

Barbecues may be located or permitted upon the back patio of a unit and upon such portions of the open areas as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

14. COMMERCIAL AND RECREATIONAL VEHICLES:

7/27
damages
9/15
HLS
stands

No truck, boat, trailer, motorcycle, camper or van of any kind shall park or be parked at any time on the properties unless it is a commercial vehicle in the process of being loaded or unloaded or unless such vehicle is used by an Owner, his family, guests, invitees or lessees as part of his normal course of business or as a regular means of transportation of his family. Notwithstanding the prior provision to the contrary, the Board may, in its sole discretion, designate portions of the open areas for the parking of oversized commercial or recreational vehicles, trailer, campers, vans or boats.

15. STANDING CYCLES OR OTHER ITEMS:

No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on a roadway or other part of the properties except in accordance with the rules and regulations promulgated from time to time by the Board.

16. ANTENNA AND AERIALS:

No antennas or aerials may be installed on the exterior of a Unit or free standing on a lot.

17. LITTER AND GARBAGE COLLECTION:

No articles of personal property shall be hung or shaken from the doors or windows of any unit. No Owner shall sweep or throw from his unit any dirt or other materials or litter in any way the properties. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the properties except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located near the roadways contiguous to the unit but shall not be left outside for a period in excess of 24 hours and shall be subject to such additional rules and regulations as the Board may from time to time promulgate.

18. PERSONAL PROPERTY:

No articles of personal property of Owners shall be placed on the Lot or the properties unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

B4282 P1702

19. NOTICES:

No sign, advertisement, notice, lettering or descriptive design shall be posed, displayed, inscribed or affixed to the exterior of the unit. No signs or notices of any kind, except "For Sale" signs, shall be displayed or placed upon any part of a Lot by Owners other than Developer without the prior written approval for same from the Board, and, until such time as Developer notifies the Association to the contrary, from Developer as well. Any sign approved by the Board for display, and "For Sale" signs, shall be no larger than four (4) square feet. Developer may display any sign which it deems, in its sole discretion, is necessary.

20. REMOVAL OF SOD AND SHRUBBERY; ADDITIONAL PLANTING:

No sod, topsoil, trees or shrubbery shall be removed from the properties, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that Owners may place additional plants or trees upon their respective lots.

In the event any Owner places additional plants or trees on either the front or back of his Lot, the Association shall no longer be responsible for mowing and maintaining the front or back of such Lot, as the case may be, and such Owner shall thereby assume responsibility for maintaining such portion of his Lot.

21. INCREASES IN INSURANCE RATES:

No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

22. AWNINGS AND SHUTTERS:

No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the Board or the Architectural Control Committee, which appearance may be based on the aesthetic appearance of the properties.

23. UTILITY ADDITIONS:

No additional utility system, including, without limitation, water, sewage, electrical, air conditioning and heating systems, lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any unit without the prior written consent thereto by the Board and all of the Owners within the block in which such unit is located, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use or aesthetic appearance of any of the properties or any part or parts thereof are not impaired.

24. ADDITIONS TO UNITS; FENCES:

No unit shall be enlarged by any addition thereto extending over any unit or extended into the air space above the roof of a unit or the planes thereof, including garages, porches, Florida rooms, or fences, without the prior written consent thereto from the Board or the Architectural Control Committee. Approval to such additions shall be granted provided the same are located within the Lot of the Owner seeking such addition and provided same in the sole discretion of the Board of Architectural Control Committee do not damage or impair the aesthetic appearance of the properties.

25. IMPROVEMENTS:

No Owner shall make any additions, improvements or alterations to or remove any of the common structural elements, the exteriors of the units or any part or parts thereof, including without limitation the painting, staining or varnishing of the exteriors of the units without the prior written

B4282 P1703

approval thereof by all the Owners within that block and the Board or Architectural Control Committee.

Such approval may be withheld in the sole and absolute discretion of each of the Owners within such block and the Board. Notwithstanding the foregoing, if all of the Owners in a block do not approve of the painting, staining or varnishing but approval of seventy-five percent (75%) of such others (on the basis of one vote per phase) is obtained, then the Board may determine, in its sole discretion, whether or not the painting, staining or varnishing should take place. In all cases where painting, staining or varnishing the exterior of the unit is to take place, it shall be the responsibility of the Association to authorize or appoint a contractor to perform such work.

26. CASUALTIES:

In the event that a unit or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the open areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

27. RECONSTRUCTION:

Any repair, rebuilding or reconstruction on account of casualty or other damage to any unit or open areas or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and all of the Owners who contribute towards the payment of maintenance expenses thereof. Any repair, rebuilding or reconstruction on account of casualty or other damage to any unit or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and the Owners of such unit.

28. RESTRICTIONS UNIFORM:

These restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the subdivider may execute and deliver conveying land in this Subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every lot or parcel of land in the subdivision, by acceptance of title thereto or by taking of land in the subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Restrictions and that he will exert his best efforts to keep and maintain the land in this subdivision as an area of high standard.

29. REMEDIES FOR VIOLATION:

In the event of a violation or breach of any of these restrictions, the lot Owners or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restrictions or conditions contained in this Declaration of Restrictions, however long contained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, or shall not bar or affect its enforcement. The invalidation by any court of any one of the restrictions contained in this Declaration of Restrictions shall in no way affect any of the other restrictions, which shall remain in full force and effect.

30. TERMS:

These covenants are to run with the land and shall be binding upon the undersigned and all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration of Restrictions may be amended during the first 20-year period by an instrument signed by not less than ninety percent

B4282 P1704

(90%) of the then lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the then lot Owners. Any instrument amending said Declaration must be recorded in the Public Records of Palm Beach County, Florida. These covenants are not applicable to any area designated as "Tract" or otherwise indicated on the Plat as something other than a lot in a block. These covenants shall automatically cease to be applicable to any land hereafter replatted or as to which the above described plat is vacated.

31. FHA/VA APPROVAL

As long as there is a Class B membership as defined in the Declaration to which these Restrictions are attached, amendments or additions to these Restrictions shall require that prior approval of either the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, LENNAR HOMES, INC., a Florida corporation has, by its duly authorized officers, executed this Declaration of Restrictions covering BOYNTON LAKES PLAT NO. 2, a Subdivision of Palm Beach County, Florida, according to the plat thereof, as recorded in Plat Book 46 at Pages 138-139 of the Public Records of Palm Beach County, Florida this 29th day of June, 1984.

LENNAR HOMES, INC.

By: M. E. Saleda
M. E. Saleda, Vice President

Attest:

M. J. Watsky
Morris J. Watsky, Asst. Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Declaration of Restrictions for Boynton Lakes Plat No. 2 was acknowledged before me this 29th day of June, 1984, by M. E. Saleda and Morris J. Watsky, Vice President and Assistant Secretary, respectively, of LENNAR HOMES, INC., a Florida corporation, on behalf of the corporation.

Irmit Johnson
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 10 1984
BONDED THRU GENERAL INS. UNDERWRITERS

BA 282 P 1705