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## DECLARATION OF RESTRICTIVE COVENANTS (GOLDEN PARK)

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made and entered into this 3rd day of October 2017 by **Golden Park Homeowners Association, Inc.**, a Florida Corporation (hereinafter referred to as the "Association"), for itself, its heirs, grantees and assigns.

### WITNESSETH:

1. **LANDS.** The Association and Owners are the record title holders of certain lands located in Leon County, Florida, more particularly described in Plat Book 10, Page 00085 (Golden Park Phase I) and Plat Book 10, Page 00091 (Golden Park Phase II) as recorded in the public records of Leon County, Florida. These covenants and restrictions are hereby imposed on all lands described, as referenced above, (hereinafter called the "Property" or the "lands"), effective as set forth in paragraph three (3) below.

2. **NAME.** The name by which the property shall be known and identified is "Golden Park".

3. **SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS.** The Association hereby impresses and imposes upon the Property these restrictive covenants, which shall run with the land. The Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants 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 insure to the benefit of each owner thereof.

4. **DEFINITIONS.** The terms used in the restrictions shall have the following meanings:

A. "Association" means GOLDEN PARK HOMEOWNERS ASSOCIATION, INC., a non-profit association, and its successors, which association shall be responsible for the maintenance, operation and management of all common areas, clubhouse, pool and all exterior townhouse unit items as determined by



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the Board for maintenance and repair. The Association shall have such other rights, duties and obligations as are set forth in this Declaration, Bylaws and Articles of Incorporation.

B. "Property" means and includes the land referenced in the aforementioned public records and all improvements thereon including all townhouse units, together with all easements, rights appurtenant to the property intended for use in connection with the property and entrances to the subdivision.

C. "Townhouse or Unit" shall mean the parcel of real property, and the residential dwelling unit thereon with a ground floor entrance. Each townhouse as currently designed may be a part of a duplex of two (2) townhouses with each townhouse sharing a single "common" or "party" wall with the adjoining townhouse owner or a freestanding single (1) family townhouse unit with no shared walls.

D. "Duplex Townhouse" shall mean a free standing building consisting of two (2) adjoining townhouses built with common or party walls and not connected on either side to other townhouse units. There are forty-two (42) Duplex Townhouses in Golden Park.

E. "Single Family Townhouse" shall mean a freestanding building consisting of one (1) townhouse built with no common or party walls and not connected on either side to other townhouse units. There are two (2) Single Family Townhouse units in Golden Park.

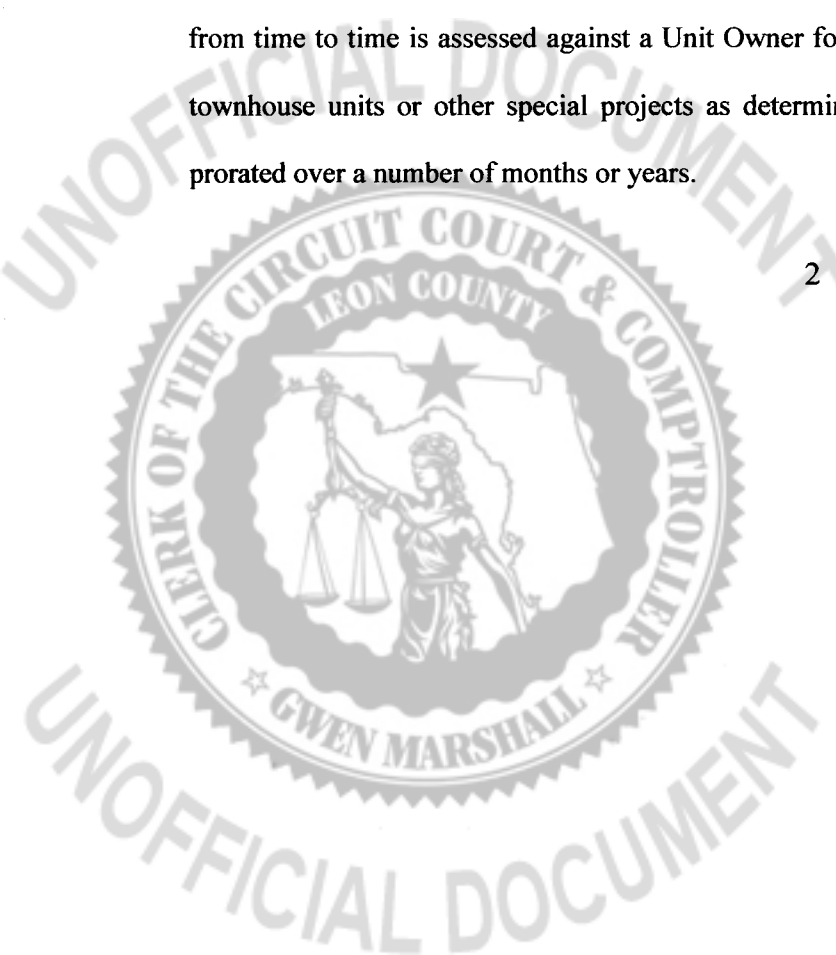
F. "Unit Owner" means the owner of a townhouse.

G. "Board" shall mean the Board of Directors of Golden Park Homeowners Association, Inc.

H. "Bylaws" shall mean the Bylaws of the Association.

I. "Annual Assessment" means the sum of money required to be paid annually, as determined by the Board, for the payment of ongoing expenses such as grounds, pool and retention pond maintenance, landscaping, association utility and insurance expenses, and professional management fees.

J. "Special Assessment" means the sum of money required to be paid as a one-time charge as determined by the Board for the payment of uncommon, extraordinary or non-budgeted expenses which from time to time is assessed against a Unit Owner for special projects such as re-roofing or re-painting townhouse units or other special projects as determined by the Board. The one-time charge may be prorated over a number of months or years.



K. “Parking Pads” shall mean the parking area constructed in front of each building for the use of the Unit Owner(s) within the building.

L. “Fine” shall mean the sum of money required to be paid for rule or regulation infractions.

L. “Unit Owner Mailing Address And Mailing Procedures” shall mean the mailing address shown on the date of mailing on the Leon County Property Appraiser’s web site by Certified Mail. Notice to member shall mean written correspondence via US Certified Mail, return receipt requested.

**5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.**

A. Membership: Any party owning property that is subject to these restrictions shall automatically be a member of the Association provided, however, where any unit is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the association on behalf of all of the owners of the unit. In the event the owner of a unit is a corporation or partnership, a corporate officer or partner shall be designated to cast the vote on behalf of the partnership or corporation.

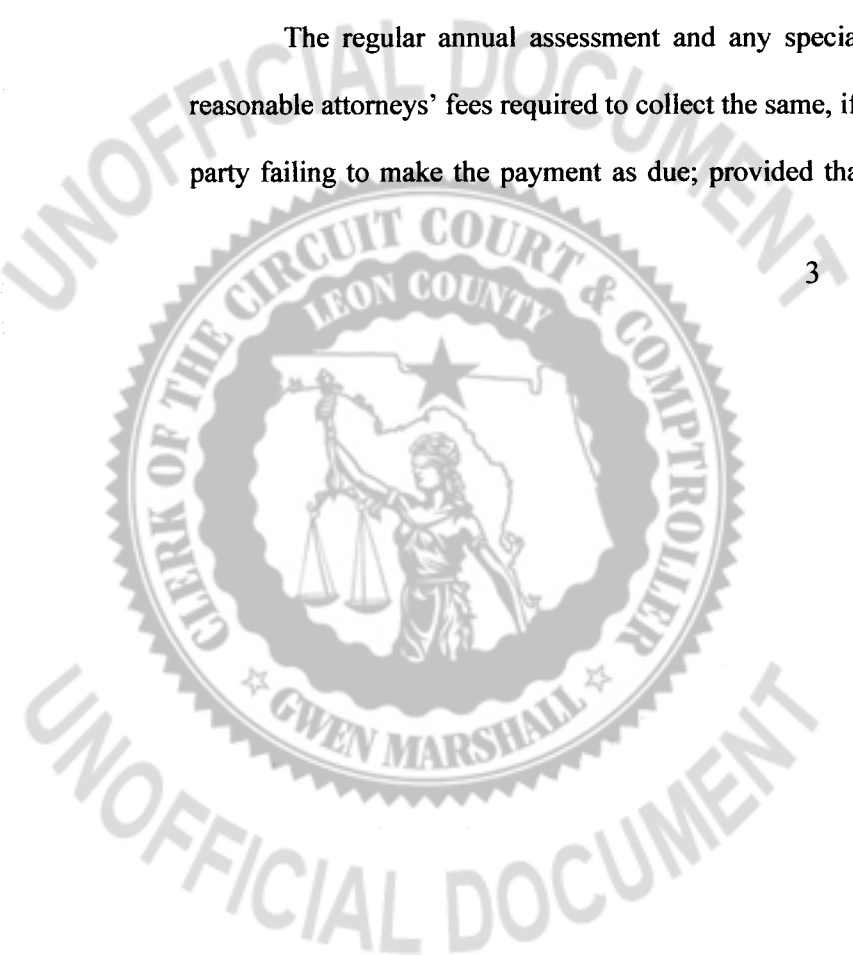
B. Voting Rights: All Unit Owners shall be entitled to one (1) vote for each unit owned, except Unit Owner(s) whose Annual Assessment payment is delinquent in excess of 90 days shall have their right to vote suspended.

**6. ASSESSMENTS AND LIENS.** Each Unit Owner, by the acceptance of a deed for a townhouse located within the Property, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association:

A. Annual Assessments for ongoing expenses as determined by the Board, and

B. Special Assessments for capital or other improvements or acquisitions including special maintenance projects (e.g. reroofing, repainting) to maintain the exterior of all units in a first-class condition which assessments shall be determined by the Board.

The regular annual assessment and any special assessments, together with interest, costs and reasonable attorneys’ fees required to collect the same, if any, shall be a lien against the unit owned by the party failing to make the payment as due; provided that any such lien shall be subordinate to any first



mortgage on such townhouse. No unit owner may exempt himself from liability for their contribution towards the common expenses by waiver of the use or enjoyment of any of the easements areas or by the abandonment of their unit. However, the Board may, with not less than a sixty percent (60%) vote, permit a unit owner to "opt-out" of any special assessment if the unit owner has completed the maintenance, upgrade or repair to their unit for which the special assessment was promulgated to address.

**7. PURPOSE OF ASSESSMENTS.** It shall be recognized that the maintenance and upkeep of the common grounds and each townhouse unit has a significant impact on the market value and marketability of any single unit. Therefore, assessments, especially special assessments, levied by the Board shall be used towards the goal of maintaining and promoting the value of all units combined. The Board shall, to the best of their ability, maintain the property grounds and all unit exteriors in a first-class condition.

**8. DEPOSIT OF ASSESSMENTS.** All sums from assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Restrictive Covenants, the Articles of Incorporation, Bylaws or other agreements among the unit owners.

**9. AMOUNT OF ANNUAL ASSESSMENTS.** The amount of the annual assessment shall be determined annually by a majority vote of the Board. The assessment may be paid in whole or in monthly installments. The Board of Directors may not increase the annual assessment by more than ten percent (10%) over the previous year's assessment without the approval of at least sixty percent (60%) of the Board. The Board shall endeavor to make changes to the annual assessment effective January 1<sup>st</sup>.

**10. SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized above, the association may levy in any year, one or more special assessments for the purpose of defraying in whole or in part the cost of any maintenance, repair, construction, re-construction or replacement of any improvement to the property. The decision to make the special assessment and the amount of the assessment shall be made by not less than a sixty percent (60%) vote of the Board. While special assessments are expected to be somewhat rare, the Board may make as many special assessments in a single year as are deemed necessary. Any special assessment shall be for the same amount for each unit in a duplex, except the amount of any special assessment may be increased for the single family units



which are larger than all the other units. However, special assessments relating to the improvement or repair of common elements shall be equal.

11. **COLLECTION OF ASSESSMENTS.** All annual assessments shall be due on the first (1<sup>st</sup>) day of each calendar month and are delinquent if not received by the tenth (10<sup>th</sup>) day of each month. No set-offs or partial set-offs shall be allowed to any unit owner for any maintenance, improvements or services contracted for by any unit owner without the express written authorization of the Board. All special assessments, including any payments related to a special assessment, shall be due on the date(s) as determined by the Board. No set-offs, partial set-offs, opt-outs or partial opt-outs shall be allowed to any unit owner for any repairs or improvements contracted for without the express written authorization of the Board. The Association shall be entitled to collect from the unit owner all legal costs, including delivery fees, filing fees, court fees and reasonable attorney fees incurred by the Association in connection with or incident to the collection of such assessments and late charges or fees.

12. **SERVICE CHARGES FOR DELINQUENT ASSESSMENTS.** In order to defray the cost of additional bookkeeping, billing and related collection expenses, all monthly payments not received by the tenth (10<sup>th</sup>) day of each calendar month shall bear a late charge at a rate as determined and amended from time to time by the Board. The Board may establish interest charges not to exceed eighteen percent (18%) on an annualized basis which shall apply to the total balance, including late fees. The late fees and interest rate for assessments in arrears may be amended from time to time as determined by the Board. The Board may establish a different due date, late fee level and interest rate level for special assessments.

13. **EFFECT OF TRANSFER OF TITLE ON ASSESSMENT.** The sale or transfer of any unit shall not affect any assessment lien; provided the sale or transfer of any unit pursuant to a mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any unit owner from liability from any assessment thereafter becoming due or from the lien thereof.



14. **ADDITIONAL DUTIES AND POWERES OF ASSOCIATION.** In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation, these Declarations and Bylaws, the Association shall:

A. Maintain and otherwise manage all of the common areas and all improvements and landscaping on the common areas and at the entrances to the property. Additionally, the Board, at its sole discretion, may maintain or repair any exterior item of any unit needing maintenance or repair. The Board or Association Manager shall give the owner at least thirty (30) days written notice by U.S. Postal Service (Certified Mail) to make such maintenance or repair before commencing such maintenance and / or repairs unless deemed an emergency situation whereby the Board may take immediate action. The cost of such maintenance or repair shall accrue to the Unit Owner's account which shall be due within fifteen (15) days of completion of such maintenance or repair. If not timely paid, the late payment fees and interest that applies to monthly payments shall apply and be added to the account of the Unit Owner and shall be treated as an unpaid assessment. This procedure to cure an individual unit or units defect does not apply to any special assessment for exterior maintenance or repair which shall be managed separately by the Association.

B. Grant easements where necessary for utilities, cable and satellite television, sewer and drainage facilities over the easements or cross-easement areas.

C. Obtain and maintain such policy or policies of insurance as the Board may deem necessary or desirable in protecting the interests of the Association and its members. The Board may purchase property coverage with the peril of windstorm excluded if the Board decides it is either cost prohibitive or is not a good value for the premium required, or both.

D. Have the authority to employ a manager or other person(s) and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including grounds and pool maintenance.

E. The storm water retention / detention facilities shall be conveyed or dedicated to the City of Tallahassee. The storm water facility is equipped with pumps to control the level of water within the



holding facility. The Board may transfer the responsibility for the operation and maintenance of the pumps within the storm water holding facility, including all related piping and appurtenances, to the City of Tallahassee if possible.

**15. EXTERIOR MAINTENANCE OR REPAIR OF TOWNHOUSES AND OTHER AREAS.**

The Association shall maintain all of the yards within the property, all of the common areas within the property and the entrances to the property. The Association may, at its election and sole discretion, maintain or repair any exterior item of any unit. The Association's Board members, agents, appointees, designated independent contractors and Association Manager shall have the right to go onto the individual parcel of real property and / or onto the exterior of the unit to address any maintenance or repair issues.

**16. EASEMENTS.** The following easements shall be deemed to be covenants running with the land with relation to townhouses and Property in GOLDEN PARK.

A. Fencing easement along and upon the boundaries of the property. The Association may erect a fence upon all or parts of the boundaries of the property. The Association shall maintain such fences. All townhouse unit owners in GOLDEN PARK shall allow the Association, or its agents or designees, the right to go over or upon lots within GOLDEN PARK for the purpose of construction, maintenance and repair or such fencing.

B. Utility easements are reserved through the property for utility services in order to properly and adequately serve all units constructed within the property; provided, however, that such easements through any townhouse shall be only according to the plans and specifications or as the townhouse building is actually constructed unless approved in writing by the Unit Owner. Utilities as used in this paragraph shall be given a broad meaning and shall include, but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable and satellite television and sanitary sewer lines and facilities, and drainage facilities.

C. If any townhouse shall encroach upon any easement area or other lot by reason of original construction, then an easement appurtenant to such encroaching townhouse, to the extent of such encroachment, shall exist so long as such encroachment shall exist.



D. Whenever sanitary sewer, water, electricity, cable or satellite television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie within the units or the townhouse lots owned by homeowners other than the owner of a townhouse served by said lines or connections, the owner of any townhouse served by said connections shall have the right and is hereby granted an easement to the full extent necessary to enter upon such units or townhouse lots or to have the utility companies enter upon the units of lots in or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain the connections as may be necessary. Whenever sanitary sewer, water, electricity, cable television, satellite television or telephone lines or connections are installed within the property, which connections or lines serve more than one townhouse, the owner of each such townhouse served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serve their townhouse, and such owners shall be jointly and equally responsible of the maintenance or repair of any jointly used connections.

E. Each unit is entitled to the exclusive use of the concrete "parking pad" on their property which shall not be modified in size or color without prior written approval from the Board.

17. **PARKING.** No boats, motor homes, trailers or travel trailers shall be parked or stored anywhere on the property, including on any parking pad. Non-operable or non-licensed motor vehicles are also prohibited on the property. Parking is permitted on the concrete parking pads only. The size or color of any parking pad may not be changed without the written approval of the Board.

18. **LAND USE AND BUILDING TYPE.** No townhouse unit or townhouse parcel shall be occupied or used except for residential purposes.

19. **ARCHITECTURAL CONTROL.** No building, shed or other structure of any type, including but not limited to fences and swimming pools, whether of a temporary or permanent nature, shall be built, placed or allowed to exist on any townhouse lot, nor shall any exterior modification of any townhouse unit be made without the prior written approval of the Board. Any owner seeking approval shall submit detailed plans and specifications including proposed color, materials and location(s) on the property.





20. **NUISANCES.** No noxious or offensive activities shall be carried on, in, upon or around any townhouse or in or upon any common or easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining townhouse owners or their tenants or licensees or any of them which shall in any way interfere with the quiet enjoyment of the owners, tenants or licensees of their respective living unit or which shall in any way increase the rate of insurance for the property. Loud noise or music will not be tolerated on the property and such activity is subject to fines.

21. **SIGNS.** No sign of any kind shall be displayed to the public view on any townhouse or any portion of the easement areas, except one sign not exceeding two (2) feet in length and two (2) feet in height advertising the townhouse for sale or rent.

22. **GARBAGE DISPOSAL.** All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in the garbage and recycle containers provided by the City of Tallahassee. No garbage or recycle containers shall remain on the street or in front of a unit more than twenty-four (24) hours after pick up.

23. **EXTERIOR APPEARANCE OF EACH UNIT.** No unit owner may make any alterations or additions to any unit or change the exterior appearance in any way (e.g. painting, doors, windows, exterior light fixtures, roofing or bricks) without first obtaining the written consent of the Board. The exterior paint codes and architectural roof shingle information are on file with the Association Manager.

24. **ROOFING.** Each unit owner shall be responsible for the cost of maintenance, repair or replacement to their respective roof areas. If a roof of a duplex is damaged or destroyed or is otherwise in need of repair or replacement, the Association or any owner who has a unit in the duplex needing the repair or replacement may, after notice to the other duplex unit owner, make such repairs or replacement and the other duplex unit owner shall reimburse the Association or other owner in the duplex making such repairs or replacement. The amount owed is the amount that was expended to repair the respective side of the duplex that was in need of repair or replacement. Notwithstanding any other provision in this paragraph, an owner who by his negligent or willful acts causes damages to the roof of a duplex exposing



the other unit in the duplex to the elements shall be liable for any such damage and shall bear the entire cost of furnishing the necessary protection against the elements for the other unit.

25. **FENCES.** No fence shall be allowed in the front or side of any townhouse unit. Backyard fences may extend to the property line of each unit but not outward beyond the corner of the building. The Board may approve exceptions allowing slight extensions outward beyond the corner of the building if a unit has an approved screened in or other porch in the backyard with a side entrance. Therefore, a backyard fence for a corner unit may extend from the corner of the building parallel to the property line to the property line in the back of the unit. No fence shall exceed six (6) feet in height, be constructed of any material except wood (or plastic which appears to be wood), nor shall any fence be other than of a natural "wood tone" brown or brownish color customary installed by licensed fencing contractors in the Tallahassee area and surrounding communities. No chain link fences are allowed except at the pool.

26. **RIGHT TO LEASE.** The townhouse owners shall have the right to lease or rent their townhouse, provided the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the Bylaws and any rules and regulations of the Association. Leasing of any homes in the Association shall comply with Local and State law.

27. **REGULATIONS.** Reasonable regulations concerning the use of the property, including common easement areas and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all unit owners any lawful residents or tenants of the townhouse upon request. The Association or Association Manager may make a reasonable charge for copies made to offset the costs of such document requests.

28. **PETS.** No dog shall be permitted to run free and must be on a leash of its owner, or the owner designee, at all times whenever outside the unit unless outside in the unit owners completely fenced in and secured backyard. The Board may promulgate rules which limit the number and / or size of dogs and



/ or cats or combination thereof for any unit owner, or their tenant(s). This authority includes limiting certain breeds or breed combinations, or any particular dog with a history of biting.

29. **LIMITATION OF LIABILITY OF ASSOCIATION.** Notwithstanding the duties of the Association, specifically including, but not limited to its duty to maintain and repair the outside building items, the common areas and the entrances, the Association shall not be liable to townhouse owners, their invitees or guests for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties. The Association shall not be liable for any incident which causes legal liability to any person while in, upon, getting into or getting out of any townhouse unit.

30. **REPAIRS AND RECONSTRUCTION OF ASSOCIATION PROPERTY.** Within a reasonable time after a property or casualty loss for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing the damaged property. The Association shall diligently repair or replace the same unless a majority of the Board votes to the contrary. Nothing in this paragraph shall be construed from preventing the Board for voting to temporarily or permanently close the pool.

31. **ENFORCEMENT OF OBLIGATIONS.** Each unit owner shall be governed by and shall comply with the terms of the Golden Park Homeowners Association, Inc: (1) Articles of Incorporation; (2) Declarations of Restrictive Covenants; (3) Bylaws; and (4) Rules and Regulations promulgated from time to time by the Board as well as any decisions of the Board to enforce any provisions in the aforementioned documents referred to in this paragraph. Upon failure of a unit owner and / or resident tenant(s) to so comply, the Association Board may fine the unit owner and / or resident tenant(s) for any violations. The amount of any fine imposed by the Board shall be presumed reasonable unless otherwise determined by a court of law to be unreasonable. Fines shall not exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$10,000 in the aggregate. A fine may not be imposed without notice of at least fifteen (15) calendar days to the



person(s) sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. All fine shall become obligations of the Unit Owner if not paid by the Unit Owner's tenant(s), their guest(s), or their invitee(s). Unit Owners shall be given copies of any notice sent by the Board or Association Manager to a tenant. Tenants may be required to be registered with the Association. Additionally, any mortgagees or lenders having a first lien on a townhouse unit, or other townhouse unit owners, shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its legal costs including reasonable attorney fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, rule, covenant or any other provisions of the hereinabove documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent non-compliance therewith.

32. **INSURANCE FOR RESIDENTIAL UNITS.** Each unit owner shall maintain fire and extended coverage insurance on their townhouse and improvements in an amount equal to not less than one-hundred percent (100%) replacement cost new. Each unit owner shall also maintain liability coverage for their townhouse property. The Association may require the unit owner to provide a copy of the insurance Declaration Page(s), or a copy of the entire policy or policies, as evidence of such coverage annually.

33. **PARTY WALLS.** Each wall built as a part of the original construction of a townhouse within the subdivision and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it, and if the other owner thereafter shall make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to



any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provisions in this paragraph, an owner who, by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner under this paragraph shall run with the land, and shall pass to such owner's successors in title

34. **AMENDMENTS TO DECLARATION.** These Declarations may be amended by not less than three-fifths vote of the Board.

35. **ANNEXATION.** The Association members may by not less than two-thirds (2/3) written vote annex additional property into the subdivision know as GOLDEN PARK; provided, however, such additional property is subject to these Restrictive Covenants.

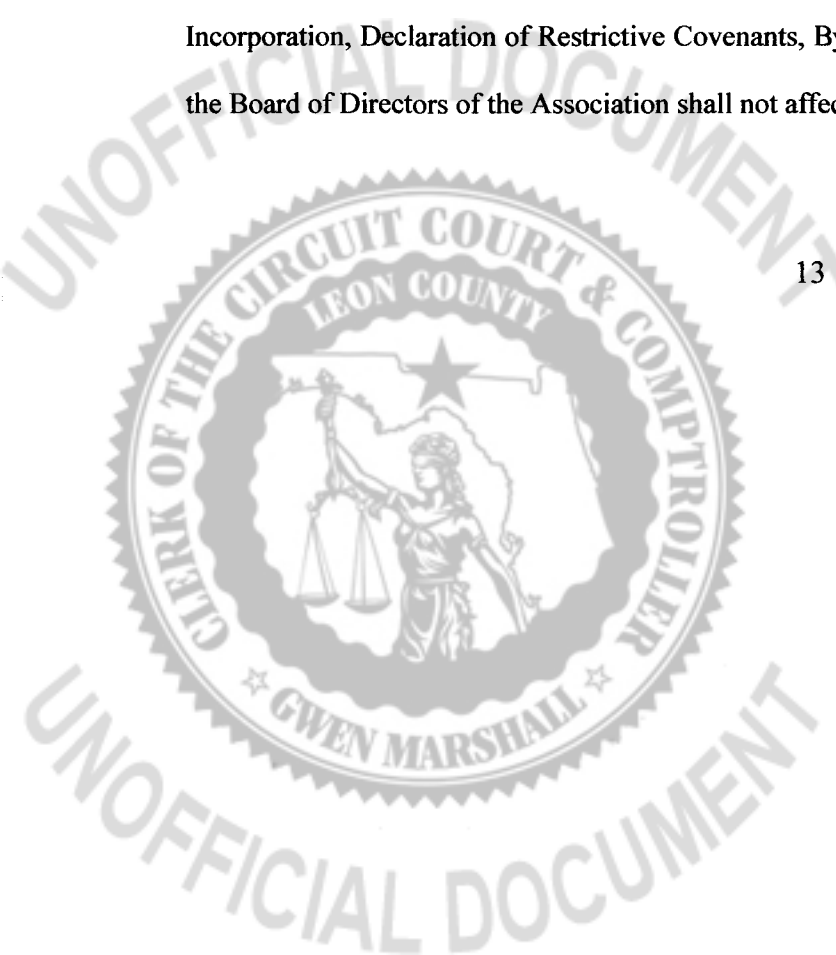
36. **DEDICATION OF COMMON AREAS.** The Board shall not dedicate any other common area of the property without first obtaining a written vote of not less that two-thirds (2/3) of the unit owners.

37. **ELECTION OF BOARD OF DIRECTORS.** The Association Bylaws will govern Board elections.

38. **VARIANCES.** Variances for minor deviations from this Declaration may be granted by the Association to any property owner within the property. Variances for such minor deviations, if any, are discretionary and shall not be deemed a waiver of rights.

39. **TITLES.** The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

40. **SEVERABILITY.** The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in the Articles of Incorporation, Declaration of Restrictive Covenants, Bylaws and any rules or regulations promulgated by the Board of Directors of the Association shall not affect the validity of the remaining portions.



41. **TERMINATION.** Unless terminated according to the manner herein provided, these Restrictive Covenants, but not the easement granted hereby, shall have no fixed date of termination.

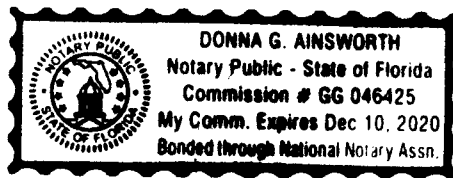
**IN WITNESS WHEREOF,** the Association has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

**GOLDEN PARK HOMEOWNERS ASSOCIATION, INC.**

BY: *Robert J. Botel*  
**Robert J. Botel - President**

The foregoing Declarations of Restrictive Covenants pertaining to GOLDEN PARK was acknowledged before me by Robert J. Botel, as President of GOLDEN PARK HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, under oath and personally known to me, on this 3 day of October, 2017.

*Donna G. Ainsworth*  
NOTARY PUBLIC



My Commission Expires: 12/10/20

