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**Condominium Association
Management Agreement**

ASSOCIATION: Neptune Gardens Condominium Association, Inc.

AGENT: Pioneer Western Financial Corporation d/b/a CONDOMINIUM ASSOCIATES

For Property located at: Tampa, Florida

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This agreement (the "Agreement") is made and entered into this 23RD day of APRIL 2007, by and between the condominium association known as NEPTUNE GARDENS CONDOMINIUM ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of Florida, and PIONEER WESTERN FINANCIAL CORPORATION d/b/a CONDOMINIUM ASSOCIATES (the "Agent"). The parties to this Agreement acknowledge that Agent is not affiliated with the developer of the Neptune Gardens condominium conversion project. Furthermore, the parties hereto believe that the terms and conditions stated in this Agreement are fair and reasonable.

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Association, and Agent accepts appointment to manage the Association.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Association for the period beginning on the first day of the month prior to the month in which closings commence on the condominium units and ending twelve months thereafter (the "initial term"). Otherwise, this Agreement shall renew for periods of one year unless this Agreement is terminated as provided in sections 8 or 9.

Section 2 SERVICES OF AGENT

Agent shall manage the Association to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association and the Association hereby gives Agent the authority and powers required to perform these services.

- 2.1 A licensed community association manager (LCAM) shall be assigned to the Association. The manager shall meet with a member of the Board of Directors (if available) on a bi-weekly basis during Agent's normal work hours to discuss Association matters. Also, the manager or another representative of Agent shall be on call seven days a week, twenty-four hours a day for emergency calls. At all times during the term of this Agreement, Agent shall employ at least two (2) employees who shall provide the management services described herein.
- 2.2 The manager shall conduct a bi-weekly site inspection of the community and address matters of concern with a Board member, if available, or otherwise take appropriate action.
- 2.3 All requests for service shall be recorded using a computerized work order system. A monthly work order summary report shall be provided to Board members.

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- 2.4 A proposed annual budget shall be prepared by Agent and presented to the Board for review and approval on or before October 31 of each year.
- 2.5 Maintenance fees shall be processed through the bank lockbox program selected by Agent using payment coupons or automatic payment procedures. A monthly delinquent report shall be provided to the Board.
- 2.6 Agent shall process all Association invoices and issue checks for payment no less than two times per month. Checks shall be signed by an officer of Agent. A complete check register shall be provided to the Board members with the monthly financial statements.
- 2.7 Monthly financial statements shall be prepared and provided to Board members. The financial statements shall include a balance sheet, income statement, budget comparison report, check register and aged accounts receivables.
- 2.8 Other financial services include monthly bank reconciliations, investment assistance as needed, annual reserve fund analysis, collection of special assessments as needed and annual coupon orders.
- 2.9 A computerized roster of homeowners shall be maintained by Agent and mailings to homeowners shall be completed by Agent as needed.
- 2.10 Agent shall assist the Board in the selection and administration of insurance coverage on an annual basis.
- 2.11 Agent shall assist the Board in preparing the agenda and posting notices for monthly Board meetings and the Annual Membership meeting.
- 2.12 Agent shall assist the Board in the enforcement of the Association's governing documents on an as needed basis.
- 2.13 Agent shall supervise contractors for normal maintenance items (lawn, pool, etc.) as needed. All contractors and vendors hired by the Association shall be properly licensed and insured (liability and workers compensation) and such licensing and insurance shall be updated annually.

Section 3 EMPLOYEES

Employees who work on site for the Association (maintenance, janitorial, concierge, etc.) on a regular basis shall be considered employees of the Association and may be employed by an employee leasing company (or other employment service) selected by Agent. The Association shall be responsible for the payroll costs of all such personnel, including wages and payroll related costs. Payroll related costs shall include federal and state taxes, worker's compensation insurance, payroll processing, Agent's administrative personnel fee, health insurance, employee drug testing, employment practices liability insurance and incidental costs. Agent's administrative personnel fee shall be an amount equal to ten percent of the total payroll costs as reported by the employee leasing company (or other employment service).

Section 4 ATTENDANCE AT MEETINGS

The assigned property manager or other representative of Agent shall attend one Board or membership meeting (not longer than two hours in duration) each month. Additional meetings, weekend meetings (including Friday nights) and meeting time in excess of two hours shall be billed to the Association in accordance with Exhibit A attached hereto. Evening meetings shall commence no later than 6:00 p.m. The Association's secretary or other designated board member shall be responsible for recording the minutes of the meeting, however, if requested, Agent may record and transcribe the minutes at the rates stated in Exhibit A.

Section 5 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Association. Agent shall not accept directions or instructions with regard to the management of the Association from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. The President may delegate this responsibility as circumstances dictate by giving written notice to Agent.

Section 6 AGENT'S COMPENSATION FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of eight hundred and fifty dollars (\$850) per month during the initial term of this Agreement. Thereafter, the management fee shall be adjusted annually in accordance with the approved budget. The management fee shall be paid monthly in advance. The initial set up fee for the accounting records and unit owner records shall be three hundred dollars (\$300). The Agent is hereby authorized to deduct compensation as set forth herein from funds held by the Agent on behalf of the Association. Agent may provide services in addition to those described herein. Such additional services may include, but not be limited to, legal matters (other than routine collections), resolving issues with State of Florida agencies, special accounting projects, reconstruction of accounting records, inspection of records by home owners, manual maintenance fee deposits, security system management, maintenance of unit owner e-mail directories, newsletters, coordination and publication of residential directories, major renovation work and after hours emergency calls requiring more than one hour of manager time. After hours emergencies shall include emergencies which occur after 5:00 p.m. and before 8:30 a.m. Monday through Friday, at any time during the weekend (from 5:00 p.m. on Friday until 8:30 a.m. on Monday) or on holidays. Agent is hereby authorized to provide a certificate to a unit owner or closing agent stating all assessments or other moneys owed to the Association and to charge a fee for such service in accordance with Florida Statutes. Additional services shall be charged to the Association in accordance with the hourly rates specified in Exhibit A attached hereto and the provisions of this Agreement related to additional services shall survive the termination of the Agreement.

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Section 7 OBLIGATIONS OF THE ASSOCIATION

The Association shall carry at its own expense property, liability, fire, employee dishonesty, directors' and officers' liability, workers' compensation insurance (if applicable) and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insured, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. In the event the Association is required to maintain flood insurance through the National Flood Insurance Program, Agent is hereby authorized to secure such flood insurance through Association Insurance Consultants, Inc. (or a similar company selected by Agent) and the Association shall receive a legal rebate equal to ten percent of the flood insurance premium. Agent acknowledges that it has entered into a marketing and services agreement with Association Insurance Consultants, Inc. and may enter into other agreements with companies that provide similar benefits to condominium and homeowner associations.

Section 8 TERMINATION BY AGENT

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent may cancel this Agreement at the end of the initial term or any subsequent annual term upon sixty (60) days written notice to the Association. Notwithstanding any of the foregoing provisions, this Agreement shall be terminable in accordance with the provisions of Section 718.302, Florida Statutes.

Section 9 TERMINATION BY THE ASSOCIATION

The Association may cancel this Agreement at the end of the initial term or any subsequent annual term upon sixty (60) days written notice to the Agent. Notwithstanding any of the foregoing provisions, this Agreement shall be terminable in accordance with the provisions of Section 718.302, Florida Statutes.

Section 10 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all loss, liabilities, penalties, suits or other claims in connection with the Association or the management thereof, including but not limited to employment discrimination claims, or claims of injury to any person or property in, about, or in connection with the Association premises, from any cause whatsoever, unless caused by the gross negligence of Agent. Such indemnity shall be provided immediately upon prompt notice from Agent to the Association that Agent has been sued, or such claims have been made, without regard to extent of expenses or duration of litigation. The Association shall pay all expenses reasonably incurred by Agent including, but not limited to, all damages, penalties, attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit in connection with or arising out of the management of the Association unless caused by the gross negligence of Agent. The indemnity provided hereunder shall also cover all acts

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performed by Agent pursuant to the instruction of the Association or any of its duly authorized officers or directors. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination, and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 11 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Association and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Association covered by this Agreement.

Section 12 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Florida.

Section 13 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

13.1 TO AGENT

Pioneer Western Financial Corporation d/b/a Condominium Associates
Attn: Rand E. McNeal, President
3001 Executive Drive, Suite 260
Clearwater, FL 33762

13.2 TO THE ASSOCIATION

President of the Board
Neptune Gardens Condominium Association, Inc.

Section 14 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

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Section 15 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

Section 16 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by war, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather and other similar causes not within control of Agent, and any time periods required for performance shall be extended accordingly.

Section 17 LITIGATION

In the event legal action is necessary to enforce any of the terms and conditions hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, at trial and for any appeal, from the other party.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 30th day of APRIL 2006.

Witness:

Debra Anderson
Margaret R. Keenan

Board:

Paul W B

Witness:

Carolene Hunter

Agent:

Raul M. Morales

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**NEPTUNE GARDENS CONDOMINIUM ASSOCIATION, INC.
EXHIBIT A - REIMBURSABLE EXPENSES & ADDITIONAL SERVICES**

1. Office supplies and administrative costs, including but not limited to, file folders, envelopes, stationery, checks, postage, off-site storage, insurance and delivery services shall be reimbursed to Agent at Agent's cost.
2. Photocopies shall be reimbursed at a cost of \$.12 per copy; color copies - \$1 per copy; plans and blueprints - \$5 per copy.
3. Facsimile transmissions (outgoing and incoming) and scanned documents shall be billed at \$1.00 per page.
4. Telephone calls: There shall be no charge for local phone calls and long distance phone calls shall be billed at Agent's cost.
5. Special assessment coupons and processing: \$3.00 per unit for single payment; \$1 per unit for each additional installment.
6. Maintenance fee processing (coupons/automatic payments): \$4 per unit (annually).
7. Delinquent letters with owner statements: \$10
8. Sales and lease applications: \$35 each.
9. Insurance claims: Agent shall be entitled to an insurance claim administration fee equal to 5% of insurance proceeds paid to the Association for administering claims of \$10,000 or more. If the insurance claim is not successful, then Agent shall not be entitled to any compensation for time spent providing claim administration services. This provision shall survive the termination of this Agreement as long as Agent was involved in the insurance claim process prior to termination.
10. Form 1099; IRS Form 1099 for contractors shall be prepared for \$10.00 each.
11. Additional management services (see Section 6) shall be billed to the Association at the following hourly rates: administrative assistant-\$35/hr; property manager-\$60/hr; accounting personnel & Agent's computer technician-\$60/hr; officer - \$120/hr. Preparation of minutes will be billed at these respective hourly rates.
12. Charges payable to Agent by unit owners:

a. Agent's standard one page lender questionnaire	\$ 75
b. Delinquent accounts referred to attorney	\$ 35
c. NSF fee	\$ 20
d. Credit reports	\$ 16
e. Criminal reports	\$ 21
f. Estoppel certificates	\$ 85
g. Non developer disclosure (condo docs, etc.)	\$ 50
h. New owner setup (if no estoppel)	\$125

NOTE: The above rates are subject to change on a periodic basis.

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EXHIBIT NO. 5 TO DECLARATION OF CONDOMINIUM

INITIAL RULES AND REGULATIONS
FOR
NEPTUNE GARDENS, A CONDOMINIUM

Unless otherwise defined in this document, all defined terms shall have the same meaning as used in the Declaration of Condominium.

A. GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Commercial vehicles, trucks, campers, motor homes, trailers, boats, jet skis and trailers for transporting boats and jet skis are prohibited. Bicycles shall be parked only in the bike storage areas, if any, or as may otherwise be designated by the Board. Vehicle maintenance, except car washing in the designated area, if any, is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Condominium Property. Notwithstanding the foregoing, the Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

2. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board.

3. To maintain harmony of the exterior appearance of the Building, no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium Property or Association property visible from the exterior of the Building or from the Common Elements without the prior written consent of the Board. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors.

4. All Common Elements inside and outside of the Buildings will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.

5. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units, if any.

6. All persons occupying Units other than the Unit Owners shall be registered with the Association or its designee at or before the time of their occupancy of the Unit. This includes renters and house guests. As provided in the Declaration, Units may not be rented for periods of less than six (6) consecutive months, and no Unit may be leased more than two times in any twelve month period. A copy of these Rules and Regulations must be given to the tenants and guests by the Unit Owner, or the Unit Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a Unit overnight than the number of bedrooms times two, plus two. This regulation may not be amended in a way that would be detrimental to the sales of Units by the Developer so long as the Developer holds Units for sale in the ordinary course of business.

7. The Association shall retain a pass key to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the Units. Duplication of Unit Owners' keys to Common Element

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facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Association or its designee. Changing of locks must be done through the Association. Each Unit Owner shall be responsible for the costs associated with its changed locks and additional keys.

8. Children shall be under the direct control of a responsible adult. Children shall not be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big Wheels, Scooters or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Board.

9. Loud and disturbing noises are prohibited in the Units. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others. No vocal or instrumental practice is permitted in any Unit after 10:00 p.m. or before 9:00 a.m.

10. Use of barbecue grills shall only be allowed in areas (if any) designated as safe and appropriate by the Board. Grills shall not be used inside any Units.

11. Illegal and immoral practices are prohibited.

12. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.

13. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the Units or Limited Common Element balconies and terraces, and such apparel and accessories shall not be exposed to view.

14. No nuisance of any type or kind shall be maintained upon the Condominium Property.

15. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings or contents thereof or upon any portion of the Condominium Property, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law or building code.

16. Persons moving furniture and other property into and out of Units must notify the Association or its designee in advance. All such moving must be Mondays through Friday between the hours of 8:00 A.M. and 5:00 P.M. and Saturday between the hours of 8:00 A.M. and 3:00 P.M. Moving vans and trucks used for this purpose shall only remain on the Condominium Property when actually in use. The Developer is specifically excluded from this rule for so long as it owns a Unit in the Condominium.

17. Repair, construction, decorating or re-modeling work shall only be carried on Mondays through Fridays between the hours of 8:00 A.M. and 5:00 P.M. and Saturday between the hours of 8:00 A.M. and 12:00 P.M., and the rules for decorators and subcontractors set forth herein must be complied with.

18. These Rules and Regulations shall apply equally to Unit Owners, their families, guests, staff, invitees and lessees.

19. The Board may impose a fine for each violation of these Rules and Regulations or any of the Condominium documents, the amount of such fine to be set by the Board in accordance with the provisions of Chapter 718, Florida Statutes.

20. Hurricane shutters shall be permitted only in accordance with rules and regulations promulgated by the Association

21. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Condominium documents.

B. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS.

I. THE RIGHT TO SPEAK:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-Laws.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit Unit Owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

5. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While a Unit Owner is speaking, he or she must address only the Chair; no one else is permitted to speak at the same time.

7. A Unit Owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit a Unit Owner to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chair will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

II. THE RIGHT TO VIDEOTAPE OR AUDIOTAPE:

1. The audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio or video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

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3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours advance written notice shall be given to the Board by any Unit Owner desiring to utilize any audio and/or video equipment to record a meeting.

III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN THE MAIL ROOM AREA OF THE CONDOMINIUM PROPERTY.

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I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE AS REDACTED PURSUANT TO COURT RULE. WITNESS MY HAND AND OFFICIAL SEAL.



THE HONORABLE CINDY STUART, CLERK OF THE CIRCUIT COURT

Cindy Stuart
10/17/2024 5:19:47 PM

Cindy Stuart, CLERK
10/17/2024 5:19:47 PM

VISIT [HTTPS://HILLSCLERK.COM](https://hillsclerk.com) TO VALIDATE THIS DOCUMENT