BANYAN SPRINGS P.O.A. c/o Seacrest Services Inc. 2101 Centrepark West Drive Suite 110 West Palm Beach, FL 33409 (561) 697-4990 - (Fax) (561) 712-8332

GUIDELINES FOR RESALES PATIO VILLAS ASSOCIATION

- 1. DIRECTIONS FOR THE PROSPECTIVE SELLER:
 - A. The unit owner notifies Management of the intention to sell the unit.
 - B. Management supplies the unit owner with an application package which includes instructions for completing the forms and the required fees.
 - C. It is the unit owner's obligation to ensure the completed application gets returned to Management for processing 30 days prior to closing. Only completed applications will be accepted by Management. The application will not be processed without the necessary fees.
- 2. DIRECTIONS FOR THE PROSPECTIVE BUYER:
 - A. Complete all application forms. <u>PLEASE PRINT</u>. The information submitted must be legible.
 - B. ALL OF THE INFORMATION REQUESTED MUST BE FURNISHED. IF THE APPLICATION IS INCOMPLETE FOR ANY REASON IT WILL NOT BE PROCESSED AND WILL BE RETURNED TO THE PROSPECTIVE BUYER.
 - C. THE APPLICANT(S) MUST SIGN THE APPLICATION AND ALL AUTHORIZATION FORMS.
 - D. A COPY OF THE SALES CONTRACT MUST ACCOMPANY THE APPLICATION
 - E. A COPY OF YOUR DRIVERS LICENSE MUST BE INCLUDED
 - F. The following **non-refundable** processing fees must accompany the application:
 - 1. Check for \$500.00 paid by Owner payable to Patio Villas Association.
 - 2. Check for \$75.00 payable to Seacrest Services Inc.

 Per Single adult or per married couple (Non-Refundable)
 - G. The completed application must be submitted to Management at least <u>30 days prior</u> to the desired date of occupancy. The final determination will made by the Board of Directors of the Association involved. OCCUPANCY PRIOR TO APPROVAL IS PROHIBITED.

- H. At the time of the Contract of Sale the Seller must turn over to the Buyer copies of all of the Documents of the Banyan Springs Property Owners' Association (including the "Articles of Incorporation", the "Amended and Restated Master Declaration of Covenants and Restrictions", the "By-Laws", and the Rules and Regulations" handbook) and of the Condominium or Homeowners' Association where the unit being sold is located. It is the obligation of the buyer(s) to read those documents. By signing the application the buyer(s) acknowledge that they have read all of the applicable documents and that they agree to abide by the contents thereof. Some of the restrictions imposed by the documents are:
 - 1. Banyan Springs is an "Adult Community" within the meaning of the Federal Fair Housing Act. Therefore, no re-sales will be approved unless at least one person residing in the unit <u>at all times</u> is at least 55 years of age. Proof of age must be attached to this application.
 - 2. Children under the age of 18 are permitted to reside only for periods not to exceed 30 days in total in any one-year.
 - 3. One (1) pet, which may not exceed 20 inches in height and 25 pounds in weight.
 - 4. No commercial vehicles, boats, trailers, R.V.'s, pickup trucks, motorcycles, etc., are permitted on the community premises except where they are used for the transport of personal property (moving in or out, or deliveries).
 - 5. It may be required by the Board for an INTERVIEW prior to approval.
- I. It is strongly suggested that the Buyer(s) contact their insurance representative because the Master Policy does not include coverage for:
 - Floor, wall, and ceiling coverings
 - Electrical fixtures
 - Appliances
 - Air conditioning or heating equipment
 - Water heaters and filters
 - Built in cabinets and counter tops
 - Window treatments, including curtains, drapes, blinds, and hardware
 - Replacements for any of the above listed property
 - Air conditioning compressors that serve only one unit no matter where located

A.	In making the foregoing application, I represent to the Board of Directors that the purpose for the purchase of a unit at Banyan Springs is:
	Permanent Residence Seasonal Residence Investment for Rental/Resale Other (Explain)
В.	I have received and carefully read a copy of all of the Documents of the Banyan Springs Property Owners' Association (including the "Articles of Incorporation", the "Amended and Restated Master Declaration of Covenants and Restrictions", the "By-Laws", and the "Rules and Regulations" handbook) and of the Condominium or Homeowners' Association where the unit being purchase is located.
	YES () NO ()
	I hereby agree on behalf of myself and all other persons who may use the unit which I seek to purchase that we will abide by the aforementioned documents and any changes or additions theretoInitial
C.	<u>IF THIS APPLICATION IS ACCEPTED, I WILL PROVIDE A COPY OF THE DEED WITHIN TEN (10) DAYS AFTER CLOSING.</u>
D.	I understand that the acceptance of an applicant for purchase of a unit at Banyan Springs is conditioned upon the truth and accuracy of this application, and upon the approval of the Board of Directors. Occupancy prior to this approval is strictly prohibited. Any misrepresentation or falsification of information provided in the forms will result in an immediate rejection of the application.
E.	In making the application, I am aware that the decisions of the Banyan Springs associations will be final, and no reason need be given for any action taken by the Board. I agree to be governed by the decisions of the Boards of Directors. If the application is rejected after the investigation has been begun the application fees will not be refundedInitial

APPLICATION FOR RE-SALE A UNIT AT BANYAN SPRINGS PATIO VILLAS (Please Print or Type)

SELLER'S NAME	
ADDRESS	
PHONE #EMAIL A	DDRESS
APPLICANT	D.O.B/S.S.#
CO-APPLICANT	D.O.B//S.S.#
PRESENT ADDRESS	ZIP
PHONE #EMAIL A	DDRESS
LENGTH OF OCCUPANCYYEAL	RS FROMTO
PREVIOUS ADDRESS	ZIP
LENGTH OF OCCUPANCYYEA	RS FROMTO
LANDLORD/MORTGAGE CO	
ADDRESS	PHONE #
MORTGAGE #	
HAVE YOU OR YOUR CO-APPLICANT E	VER BEEN EVICTED?
IF YES, DESCRIBE WHERE AND WHY_	
HOW MANY PEOPLE WILL BE LIVING I	N THIS UNIT

(Please Print or Type)

APPLICANT'S EMPLOYMENT	:
PRESENT EMPLOYER	PHONE #
ADDRESS	PHONE #ZIP
LENGTH OF EMPLOYMENT	POSITION MONTHLY INCOME
PREVIOUS EMPLOYER	PHONE #ZIP
ADDRESS	ZIP
MONTHLY INCOME IF RETIR	EDZIP
CO-APPLICANT'S EMPLOYME	<u>ENT</u> :
PRESENT EMPLOYER	PHONE #
ADDRESS	PHONE # ZIP POSITIONMONTHLY INCOME
LENGTH OF EMPLOYMENT	POSITIONMONTHLY INCOME
PREVIOUS EMPLOYER	PHONE #
ADDRESS	ZIPED
MONTHLY INCOME IF RETIR	ED
PERSONAL REFERENCES:	
NAME	PHONE #
ADDRESS	
RELATIONSHIP	HOW LONG KNOWN
NAME	PHONE #
ADDRESS	
RELATIONSHIP	HOW LONG KNOWN
EMERGENCY CONTACT INFO	RMATION
EMERGENCY CONTACT	
RELATIONSHIP	PHONE #
2. EMERGENCY CONTACT	
RELATIONSHIP	PHONE #

(Please Print or Type)

BANK INFORMATION: (PLEASE FILL OUT COMPLETELY)

NAME OF BANK:	
ADDRESS	
PHONE #AGE OF A	ACCOUNT
SAVINGS ACCOUNT #	CHECKING ACCOUNT #
NAME OF BANK:	
ADDRESS	
	ACCOUNT
SAVINGS ACCOUNT #	CHECKING ACCOUNT #
DRIVER LICENSE INFORMATION:	
APPLICANT'S DRIVERS LIC. #	STATEEXP. DATE
CO-APPLICANT'S DRIVERS LIC. #	STATEEXP. DATE
VEHICLE INFORMATION:	
1. MAKE MODEL YI (Check mark what type of vehicle)	RPLATE#STATE
`	RPLATE#STATE

NO COMMERCIAL VEHICLES, BOATS, TRAILERS, RV'S, PICK-UP TRUCKS, MOTOR CYCLES, JEEPS, 4 WHEEL DRIVE VEHICLES, VANS, MO-PEDS, ETC. ARE PERMITTED ON THE COMMUNITY PREMISES.

(Please Print or Type)

The rules and regulations of **PATIO VILLAS** provide an obligation of unit owners that apartment units are for single family residence. The name and relationship of all other persons who will be occupying the apartment unit regularly are:

Name	Relationship		Age
	8		
	:		
Total number of children in m	y/our family		
Age (s)/		/	
Number of children who will l	oe living with me/us:		
Age (s)/			_
We understand that any violativitLAS documents provides of a leasehold under appropria	cause for available immedia		
DATED:			
Applicant			

Co-Applicant

<u>AUTHORIZATION TO RELEASE CREDIT, RESIDENCE, BANKING AND EMPLOYMENT INFORMATION</u>

You are authorized to release any information regarding my banking credit, employment, and residence to the credit checking company. I also authorize the credit checking company to obtain a consumer credit report. I waive all rights and privileges concerning the release of said information and reports to the credit checking company.

DATE
DATE
THE RELATED FORMS BEFORE LLFUL MISREPRESENTATION WILL VOID NTO IN CONNECTION WITH THIS applications to be true and correct. I authorize
tion and to obtain a credit report.
DATE
DATE

AFFIDAVIT AND AGREEMENT

Before	me this _	day of		_, personally appeared first duly sworn,
upon oa	ath depose	s and says:		
1.			ffiants' personal knowle	dge of the facts, acknowledgements and
 This Affidavit is based upon Affiants agreements set forth herein. Affiants are the named Buyers in a cooperated by Banyan Springs located if follows: The foregoing real property will be hereinafted. Affiants acknowledge that the Proper for older persons under the applicable with all age restrictions pertaining to occupancy by persons fifty-five (55) documents governing the Property, and might occupy the Property, including tenants, employees, agents, licensees. Affiants agree and acknowledge that which operates the community within grant approval to Affiants acquisition. Affiants specifically acknowledge that as Affiants occupancy would violate. 		a parcel located within the community inty, Florida, and legally described as		
The for		al property will be here	inafter referred to as the	e "Property".
 4. 	Affiants a for older with all a occupance documen might occupants, e Affiants a which operant app Affiants as Affiant Covenant	persons under the appl ge restrictions pertaining y by persons fifty-five ts governing the Proper cupy the Property, inclumployees, agents, licentagree and acknowledge erates the community various to Affiants acquispecifically acknowledges ts occupancy would vides	roperty is located within icable Federal, State, and go to the Property and a (55) years of age and olderly, and acknowledge the uding, but not limited to a sees or invitees. It that this Affidavit is a rewithin the Property is located in the Property winge that Affiants waive a colate the age restrictions the stated intentions of the stated in	n a community that qualifies as housing d Local law, and Affiants agree to comply gree to hold the Property out for lder, to abide by all age restrictions in the at this agreement applies to anyone who, Affiants and Affiants family, guests, material representation to the Association cated and that the Association would not ithout this Affidavit. ny rights to occupy the Property as long
FURTH	ier affi	ANTS SAYETH NAU	GHT.	
WITNE	ESSES:		AFFIAN	NT:
WITNE	ESSES:	. Xiniahan	AFFIAN	NT:
STATE COUN				
The for	going inst	rument was sworn to a by as iden	nd subscribed before me They are pers tification.	e thisday of onally known to me or have produced
			NI	Dublic
			Notary	Public

My commission expires:

BANYAN SPRINGS PATIO VILLAS ASSOCIATION, INC. 10780 CEDAR POINT BLVD. BOYNTON BEACH, FL 33437

018-19: HOMEOWNERS INSURANCE POLICY (LAST POLICY EXPIRED)
NAME OF INSURED:
ADDRESS OF UNIT:
THE PATIO VILLAS DOCUMENTS REQUIRE EACH UNIT OWNER TO PURCHASE HOMEOWNER'S INSURANCE IN THE AMOUNT OF "FULL REPLACEMENT VALUE" * OF THE UNIT. AND LIABILITY INSURANCE. FAILURE TO PROVIDE THIS INFORMATION COULD RESULT IN TIMES AND A LIEN PLACED UPON YOUR UNIT.
O FULFILL THE DOCUMENT REQUIREMENTS WE ARE REQUIRED TO VERIFY THE CONTINUING INSURANCE COVERAGE FOR YOUR UNIT <u>BASED ON "FRAME" CONSTRUCTION.</u>
PLEASE FURNISH THIS INFORMATION YOURSELF. OR BY HAVING YOUR INSURANCE COMPANY/AGENT SEND A COPY OF THE DECLARATION SHEET TO THE ADDRESS OF THE PATIO VILLAS (SEE ABOVE) OR FAX IT TO #561-734-8870.
COMPANY OR AGENT, 2) NAME OF THE INSURED, 3) ADDRESS OF PROPERTY INSURED, 4) POLICY NUMBER, 5) DATES OF COVERAGE, 6) AMOUNT OF COVERAGE FOR THE "DWELLING ONLY", AND LIABILITY, 7) DEDUCTIBLE FOR "ALL OTHER PERILS" (NON-HURRICANE), 8) DEDUCTIBLE FOR HURRICANE/WINDSTORM, AND 9) INDICATION THAT COVERAGE IS BASED ON "FRAME" CONSTRUCTION. IN <u>SOME</u> CASES THIS INFORMATION WILL BE SHOWN ON THE FIRST PAGE OF THE DECLARATION; BUT, IF NOT, IT MAY BE NECESSARY FOR THE UNIT OWNER TO SUBMITMORE THAN ONE PAGE.
ONLY THE POLICY'S DECLARATION SHEET SHOWING ALL NINE (9) ITEMS AS LISTED ABOVE, WILL BE ACCEPTED.
THANK YOU FOR YOUR COOPERATION
PATIO VILLAS BOARD OF DIRECTORS, ALYCE FOWLER, PRESIDENT: LARRY BIRN, LIASON RWIN RIFKIN, INSURANCE COMMITTEE CHAIRMAN
In APRIL, 2018 the estimated "full replacement value", based upon frame construction was:
Arbor\$213,500 Banyan\$188,900
Cypress\$167,700 Dover\$215,000

BANYAN SPRINGS PATIO VILLAS, INC.

NOTIFICATION OF CHANGE OF OWNERSHIP FOR HOMEOWNERS' INSURANCE

ADDRESS OF UNIT:
FORMER OWNER'S NAME(S):
NEW OWNER'S NAME(S):
NEW HOME TELEPHONE #:
NEW CELL PHONE NUMBER(S):
E-MAIL ADDRESS:
OTHER ADDRESS:
DATE OF CHANGE TO NEW OWNER(S)
^^^^^^
BANYAN SPRINGS PATIO VILLAS, INC.
BANYAN SPRINGS PATIO VILLAS, INC. NOTIFICATION OF CHANGE OF OWNERSHIP FOR HOMEOWNERS' INSURANCE
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NOTIFICATION OF CHANGE OF OWNERSHIP FOR HOMEOWNERS' INSURANCE ADDRESS OF UNIT:
NOTIFICATION OF CHANGE OF OWNERSHIP FOR HOMEOWNERS' INSURANCE ADDRESS OF UNIT: FORMER OWNER'S NAME(S):
NOTIFICATION OF CHANGE OF OWNERSHIP FOR HOMEOWNERS' INSURANCE ADDRESS OF UNIT: FORMER OWNER'S NAME(S): NEW OWNER'S NAME(S):
NOTIFICATION OF CHANGE OF OWNERSHIP FOR HOMEOWNERS' INSURANCE ADDRESS OF UNIT: FORMER OWNER'S NAME(S): NEW OWNER'S NAME(S): NEW HOME TELEPHONE #:
NOTIFICATION OF CHANGE OF OWNERSHIP FOR HOMEOWNERS' INSURANCE ADDRESS OF UNIT: FORMER OWNER'S NAME(S): NEW OWNER'S NAME(S): NEW HOME TELEPHONE #: NEW CELL PHONE NUMBER(S):

PATIO VILLAS ASSOCIATION, INC. RULES AND REGULATION May 1, 2018

ARCHITECTUAL CONTROL: The Banyan Springs Property Owners Association (BSPOA and the Patio Villas Association Require: An Architectural Modification Form MUST be completed and approved prior to work being done: alterations, changes, additions or modifications to the exterior of a Patio Villa unit including, but not limited to doors, windows, roofs, mailboxes, exterior painting (in approved color), landscaping, painting of walkways and/or carport floors (in approved color). Satellite Dishes are NOT permitted.

The area around Mailbox is to be of Natural Landscape Material ONLY. Natural Landscape is defined as stone, rock, marble chips, brick, pebbles, mulch, flowers, shrubs and the like. No artificial materials or decorative additions. If you install these, the Common Property landscapers are authorized to remove. Plantings must not impede mail delivery or landscaping services.

Concrete Sidewalks are to be of natural color, Replacement or modification requires Architectural Form.

The space between the carport or garage and the unit may be paved with concrete, non permanent pavers, or natural landscape materials.

Doors: There are three types of doors permitted: Solid 6 panel doors - metal or fiberglass, full or half glass with/without grids. Architectural Committee Approvals Required. Doors must be hurricane rated.

Rear Patios: The following 5 parameters must be met by a Villa owner requesting Architectural Committee approval of a patio extension: a) Any extension must be of a temporary installation format and be quickly and neatly and removed if necessary.

- Any installation must provide sufficient access to allow continued free passage of the maintenance and landscaping equipment. No block offs.
- c) Measurements of any installation must not exceed six feet out from the existing exterior of the concrete slab/lanai/patio or extend beyond the width of the Villa.
- d) The materials must be removable pavers. The color of the pavers must be in keeping with the color scheme of the Villas subject to Board approval.

Within the three foot (3') area from the permanent structure of your Villa (Considered your Personal Landscaping Areas) any landscaping is to be esthetically and pleasing to the eye and meet the cultural norms of the Patio Villas Community approval. The use of flowers, shrubs and plants should be utilized. Excessive, overly colorful or high ornamentation (over 3 feet tall) will not be approved. When in doubt, submit your plan to the Architectural Committee prior to installation.

A single focal point installation may be installed outside of these parameters. Submit your plan to the Architectural Committee on the Architectural form for approval.

Should your ornamentation be found non-compliant you will be given 30 days notice to remove these items.

POA COMMON PROPERTY: No plantings are to installed outside the 3 foot area of your Personal Landscaping Area without express permission of the Architectural Committee via the Architectural Form. This is considered POA Common Property and as such must have the express written permission of both Patio Villas Landscaping Committee, as well as the POA Architectural Committee and POA Landscaping Committee BEFORE installation.

At no time will artificial, non landscaping materials of any kind be permitted on POA Common Property which would include statues, permanent structures, benches, garden ornaments, gnomes and the like. If these are present, remove them promptly. When these are found they will be removed. Once you are notified you have received approval to plant, utilizing natural landscaping materials, please remember it will be your continued responsibility to maintain the plants.

Awnings are not permitted. Architectural Committee must approve plans for any exception.

FAMILY & GUESTS: Prior to family and/or guests using a villa when the owner is not IN RESIDENCE, the Patio Villas Board must be notified in writing by owner, and a rental application must be completed and submitted to the Management Company and the Patio Villas. Forms are available at the Office.

RENTAL: Rentals are permitted for a MINIMUM of 3 consecutive months within any calendar year but only after necessary application has been completed and approved by Patio Villas Board and all appropriate notifications and taxes have been paid by the owner.

IF THERE IS ANY CHANGE IN OWNERSHIP, FROM THE DATE OF TRANSFER OF OWNERSHIP, A UNIT MAY NOT BE RENTED OUT FOR A PERIOD OF TWO YEARS.

INSURANCE: All Patio Villas must be covered by homeowner's insurance for "Full Replacement Value" and "Liability" and must be based on FRAME CONSTRUCTION. Such insurance shall include coverage for the major risk categories in our geographical area; including, but not limited to: fire, windstorm, hurricane, etc. A copy of the insurance policy's Declaration Sheet is to be furnished to the Patio Villas Insurance Committee when it is obtained, renewed or changed. This is a serious matter. Property must be insured properly.

<u>PARKING</u>: Overnight parking is prohibited on all streets of Patio Villas. Street parking is permitted at all other times provided the vehicle does not obstruct the free flow OF TRAFFIC OR BLOCK DRIVEWAYS OR SIDEWALKS. There shall be no parking on the grass at any time. All traffic signs must be obeyed. Where one way traffic is directed the Rule must be followed.

<u>VEHICLES</u>: No motorcycles, recreational vehicles, trailers, RVs, boats, or commercial vehicles are permitted to be parked/housed by the Unit owner. This does not prohibit workmen vehicles doing work for owners.

<u>PETS</u>: Only one dog, cat or bird is permitted per unit. Dogs must not exceed 20" in height and 25 pounds in weight. All persons who walk a pet are required to clean up after the pet; and all pets must be on a leash. Those owners in violation will be fined.

Emotional support or service animals must have updated vaccination records and wear identification (vest) as to their role when outside of your personal property. Documentation of their role must be submitted to the Patio Villas' Board when applying for exception to PET rules. Physician documentation must be submitted.

SAFETY: In the interest of safety, as well as consideration for your neighbors, it is REQUIRED that every Villa owner keep all entryway lights "on" FROM DUSK TO DAWN, whether or not the owner is in residence. Entry lights are defined as those lights adjacent to front door, side door, carport light, garage door. To increase safety, owners are encouraged but not required to keep back lights on.

TRASH AND RECYCING STORAGE: Trash and recycling containers must be stored in the carport area, garage or in an area screened from the street. Trash, recyclables, etc. may not be put out before 5pm of the day preceding the scheduled collection. Plastic or paper bags must be securely placed in containers, not left on the street. Containers must be re-stored by 12pm the day of collection.

GARAGE DOORS are to remain closed except when being used for exit/entry or for servicing purposes.

<u>CARPORTS</u> are not to be used for excessive storage. Storage should be in closed containers or bins.

WILDLIFE: The feeding of wild animals, feral cats, ducks, birds, etc., is strictly prohibited. (FL statute).

WEAPONS: No weapons are permitted at any Patio Villas Meeting or Event.

SIGNED:			Board Initials
DATE:			



Innovative Custom Solutions ... Since 1994

INFORMATION RELEASE FORM

ACCOUNT NAME:			
SEND TO: ResidentCh	eck		
FAX #: 800-495-4842			
	ABOVE FOR (OFFICE USE ONLY	•
-	BACKGROUND INF ut all the Informat		EASE nd legibly. PLEASE PRINT.
FULL LEGAL NAME:			
STREET ADDRESS:			
CITY:	STATE:	ZIP:	COUNTY:
DATE OF BIRTH:	ss	NUMBER:	
ORIVERS LICENSE:		STATE:	
PREVIOUS ADDRESS:		HOW LONG	57:
ANDLORD NAME:		PHONE:	FAX:
PREVIOUS ADDRESS:		HOW LONG	57:
ANDLORD NAME:		PHONE:	FAX:
named in this Application may freely g any consequence resulting from such federal, state or city agency; consumer waive all rights of recourse and release	give any information conci information. By signing by reporting agency, or insti a all of the above from liab	erning me that is requeste slow I hereby authorize as Itution to release informe Hillty for compliance with t	rue, correct and complete. All persons and firm ad, and I waive all rights of action that I may ha ny employer, law enforcement agency, adminis- tion to Securest Management. I voluntarily this authorization.
31011120			



Innovative Custom Solutions ... Since 1994

INFORMATION RELEASE FORM

ACCOUNT NAME:					
SEND TO: ResidentCh	eck				
FAX #: 800-495-4842				=====	
	ABOVE FOR C	OFFICE USE ONLY	,		
Applicant: Please fill o	BACKGROUND INFout all the Informat			EASE PRINT.	
FULL LEGAL NAME:					
STREET ADDRESS:					
ITY:	STATE:	ZIP:	COUNTY	/ :	
DATE OF BIRTH:	ss	NUMBER:			
ORIVERS LICENSE:		STATE:			
PREVIOUS ADDRESS:		HOW LONG	57:		
ANDLORD NAME:		PHONE:		FAX:	
PREVIOUS ADDRESS:		HOW LONG	G7:		
ANDLORD NAME:		PHONE:	·	FAX:	
By signing below, I am stating that it named in this Application may freely any consequence resulting from suc federal, state or city agency; consum waive all rights of recourse and relea	give any information conc h information, 8y signing b er reporting agency, or inst se all of the above from list	erning me that is request elow I hereby authorize a itution to release informa sility for compliance with	ed, and I waive all rig ny employer, law en Ition to Seacrest Mar this authorization.	ghts of action that I may forcement agency, admi nagement. I volunterily	have for
SIGNED:					
DATE:					