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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DDAUGHTER Receipt#1259998



CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

OF

COUNTRY CLUB APARTMENTS, A CONDOMINIUM

COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC.,
its address being 649 S. Tamiami Trail, Venice, FL 34285,
Sarasota County, by the hands of the undersigned hereby
certifies that:

The Declaration of Condominium of Country Club
Apartments, a condominium, is recorded in O.R. Book 883, Page
797, of the public records of Sarasota County, Florida. The
following amendments to the Declaration of Condominium were
submitted to the entire membership of the Association at its
meeting called and held on the 2nd day of March, 2010 and
approved by affirmative vote of not less than 51% of the
units, as required by the Declaration of Condominium.

Article 2.4, is hereby amended to read as follows:

2.4 ~~Common~~ COMMON ELEMENTS. Common elements shall
include:

(a) The portions of the Condominium Property
not included in the units;

(b) ~~the~~ the tangible personal property required for
the management, maintenance, repair and operation
of the common elements; condominium, even though
owned by the Association as well as the

(c) other items stated in the Condominium Act
including but not limited to the following items:

(1) All utility areas and installations of
all utility services which are available to more
than one Unit or to the common elements.

(2) All planting areas and planters
(outside of Units), lawns, trees, grass and shrubs.

(3) All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the Units.

(4) Other recreation facilities, if any.

(5) All mechanical equipment outside the respective Condominium Units, but not the heating and air-conditioning equipment serving each unit.

(6) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wires or pipe not within the Units and those within the Units but serving more than one Unit.

(7) The forgoing and all other common elements shall be available for use by all Unit Owners without discrimination except as herein set forth. Such use will be without charge except as authorized by this Declaration.

Article 2.5 is hereby amended to read as follows:
(Substantial rewording of declaration. See provision 2.5 for present text.)

2.5 Common Expenses. The common expenses means all expenses and assessments properly incurred by the Association for the condominium and all the expenses for which unit owners are liable to the Association and include:

a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of Units to be maintained by the Association, including but not limited to:

1. Premiums for fire and other casualty, Workers' Compensation and other liability insurance, as provided herein.

2. Administrative costs of the Association, including professional fees and expenses.

3. Costs of water and sewage service, solar energy systems, garbage collection and trash removal, and all other utilities which are not metered or charged to the individual Condominium Units.

4. Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common elements.

5. The cost of such additional land and improvements as may be purchased and added to the Condominium as common elements by action of members of the Association.

6. Damages to the Condominium property in excess of insurable coverage.

7. Expenses of management of the Condominium, including the following:

- (i) Salary of a manager, if any, his assistants and agents, and
- (ii) Other expenses incurred in the management of the Condominium property.
- (iii) Management fees charged by management companies, if any.

8. All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles or the Bylaws.

(b) Expenses declared common expenses by provisions of this Declaration, the Articles, the Bylaws or the Condominium Act.

(c) Any valid charge against the Condominium property as a whole.

(d) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or outside of the Unit) shall not be a common expense but shall be the individual expense of the owner of the Unit being served by such equipment as such equipment is a limited common elements.

(e) The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense.

Article 2 is hereby amended to read as follows:

2.10 Association Property. The Association Property means that property, real and personal, which is owned or leased, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.11 Committee. Committee means a group of Board members, unit owners, or Board members and unit owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.12 Conspicuous Type. Conspicuous Type means type in capital letters no smaller than the largest type exclusive of headings on the page on which it appears and in all cases, at least 10-point type. Where conspicuous type is required, it must be separated on all sides from other type and print.

Conspicuous type may be used in contracts for purchase or public offering statements only where required by law.

Article 8.3(a) is hereby amended to read as follows:
(Substantial rewording of the declaration. See Article 8.3(a) for present text.)

8.3(a) Have an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. There is a master key to all units which is maintained by the Association. No unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied. If the Association cannot access a unit by use of the master key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage to the unit, surrounding units and common elements resulting from delay in gaining entrance to the unit caused by the non-availability of a key. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment, by means of a claim of lien proceeding, as permitted by this Declaration.

Article 9 is hereby amended to read as follows:
(Substantial rewording of the declaration. See Article 9 for present text.)

9. MAINTENANCE, ALTERATION AND IMPROVEMENT.

9.1 Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restriction upon the alteration and improvement thereof shall be as hereinafter provided.

9.2 By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which contained;

(c) All of the common elements and

(d) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association;

(e) Electrical wiring up to the circuit breaker panel in each unit;

(f) Water pipes up to the individual unit water meter;

(g) Television lines up to the wall outlet;

(h) Sewer lines up to the point where they enter the individual unit;

(i) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

(j) All exterior building walls, including painting, waterproofing, and caulking, but excluding the painting of the wall separating the balcony from the unit when it is enclosed by a screen or other means, in which event it shall be painted by the owner;

(k) The railings on the balconies;

9.3 By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) Except for the portions of the unit to be maintained, repaired and replaced by the Association, to maintain, repair and replace, at his expense, all portions of his Unit including all outside windows and doors, including any sliding glass doors, screens, screening and screen supports. Such shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment serving his Unit.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit without the prior approval of the Board of Directors of the Association.

(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(e) Maintenance, repair and replacement of windows and window glass.

(f) Maintenance and replacement of the entrance door to the unit, and painting of the interior surfaces.

(g) All other doors within or affording access to the unit, including sliding glass doors and sliding and entry screen doors.

(h) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit.

(i) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively, no matter where located.

(j) Carpeting and other floor coverings.

(k) Door and window hardware, including sliding glass door assemblies and tracks.

(l) Shower pans.

(m) The main water supply shut-off valve for the unit.

(n) Other facilities or fixtures that are located or contained entirely within the unit and serve only the unit.

(o) All interior partition walls that do not form part of the boundary of the unit (excluding load bearing portions thereof).

(p) Other Unit Owner responsibilities:

1. Balconies. Where a limited Common Element consists of a balcony area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass and screen doors in portions of the entrance way to said area, if any and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of the railings, screen supports and exterior screening, and all exterior walls (but not the painting of the wall separating the balcony from the unit if it is enclosed by screening or other means) and the concrete slabs.

2. Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

3. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

9.4 Water Intrusion. Neither the Association nor any Unit Owner shall be liable for any damage to the property or person of any other Unit Owner or occupant caused by water intrusion into a Unit through the common elements or from another Unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Unit Owner is guilty of gross negligence or willful and wanton misconduct.

9.5 Alteration and Improvement. Neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easement, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

9.6 Unit Owner Modifications. If a unit owner makes or has made any modifications, installations or additions to his unit, the common elements, or the limited common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property, provided, however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required by this Declaration.

9.7 Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair replacement, alteration, addition or improvement of any portion of the unit or common elements, such owner shall be deemed to have warranted to the Association and its members that the contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

9.8 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant common elements as required in this Declaration, or makes any additions or alterations without the required written consent of the Association, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or common element, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or to remove any unauthorized additions or alterations. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the unit owner, together with reasonable attorney fees and other expenses of collection, if any, and shall constitute a lien on the unit and may be foreclosed in the same manner as an assessment.

9.9 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any common element appurtenant to the unit (except those common elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to either units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. Any costs and expenses incurred to mitigate the damage or to prevent its spread shall be the unit owner's responsibility to pay to the vendor. In the event the unit owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the unit owner as an assessment by means of a claim of lien proceeding as permitted by Article XI of this Declaration.

The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

9.10 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

9.11 Common Elements, By the Association. The maintenance, replacement, repair and operation of the common elements shall be the responsibility of the Association as a common expense.

9.12 Alteration and Improvements of Common Elements. There shall be no material alteration, substantial additions or further improvement of common elements or to real property, which is Association property in excess of \$7,000.00, without prior approval of seventy-five percent (75%) of the total voting interest of the Association. Any alteration, addition or improvement to the common elements or property owned by the Association which costs \$7,500.00 or less, must be approved by a majority of the units.

9.13 Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A unit owner may install an approved shutter without specific consent from the Board of Directors provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter expect the standard model, color and style adopted by the Board of Directors shall be permitted.

Article 11.4 is hereby amended to read as follows:

Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any institutional first mortgage as provided by the Condominium Act or other lien recorded prior to the time of the recording of the claim of lien by the Association.

Article 11 is hereby amended by adding 11.7 to read as follows:

11.7 Late Fee. The Association may charge an administrative late fee in addition to interest an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the assessment for each delinquent installment that the payment is late.

Article 15.2, first sentence, is hereby amended to read as follows:

Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the ~~mechanics'~~ construction lien law against the unit or condominium parcel of any unit not expressly consenting to or requesting the same.

Article 23 is hereby amended to read as follows:
(Substantial rewording of declaration. See Article 23 for present text.)

23. Insurance. The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

23.1 Authority to Purchase: Named Insured. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees. Insurance coverage shall be maintained as follows:

(a) The provisions of 718.111(11)(f), Florida Statutes, as amended, or insurance policies issued on or after January 1, 2009, are included herein.

(b) Pursuant to said provision, the terms "Condominium property," "building," "improvements," "insurable improvements," "common elements," "Association property," or any other terms found in the Declaration of Condominium define the scope of property or casualty insurance that the Association must obtain.

(c) The Association shall obtain property or casualty insurance for:

(1) All portions of the Condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

(2) All material alterations, additions or improvements made to the Condominium property or Association property.

(d) The Association's property or casualty insurance policy shall exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters,

water filters, built-in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit. This insurance requirement includes, but is not limited to the obligation that the Association shall replace drywall together with the obligation to repair and replace air-conditioning and heating systems whether located within the unit or on the common element, as necessary, in the event of a casualty.

(e) The deductible for the Association's insurance policy shall be paid as a common expense for each casualty. The Association's insurance deductible will be paid by the unit owner if the following circumstances exist:

(1) The damage is within a unit and is a part of the unit which is the unit owner's obligation to insure, but the Association's insurance policy provides coverage for the claim.

(2) The damage is caused by the intentional conduct, negligence, or the failure to comply with the terms of this Declaration or the Association Rules and Regulations by the unit owner, members of his family, other unit occupants, tenants, guests or invitees.

(f) Condominium unit owners may obtain insurance coverage at their own expense upon their own parcel property and for their personal liability and living expense.

23.2 Insurance Deductible. The Association's insurance policy may include deductibles as determined by the Board of Directors. The deductible shall be consistent with industry standards and prevailing practice for communities of similar size, age, construction and facilities of this Condominium in Sarasota County. The Board of Directors shall establish the amount of the insurance deductible based upon the level of available funds and predetermined assessment authority at a properly called Board of Directors meeting. The Board meeting agenda shall state the proposed deductible, the available funds, the assessment authority relied upon by the Board and an estimate for any potential assessment amount levied against each unit to fund the deductible for each casualty, if any.

23.3 Coverage. Insurance coverage shall be purchased as follows:

(a) Casualty. All buildings and improvements upon the land, including but not limited to those portions set forth herein, and all personal property in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a

standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar to construction, location and use as the buildings on said land, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobiles and non-owned coverages and with cross liability endorsements to cover liabilities of the Condominium unit owners as a group to a Condominium unit owner.

(c) Worker's Compensation. Worker's compensation to meet the requirements of law.

(d) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

23.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association.

23.5 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the unit owners in accordance with the percentages herein specified.

23.6 Unit Owner's Repair Obligation. In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the unit owners owning such units and their mortgagees, if there be mortgagees, on said units, as their interests may appear, and it shall be the duty of those unit owners to effect the necessary repairs to the improvements within their units which constitute the unit owner's insurance obligation. The Association shall effect the necessary repairs to the improvements within the unit which constitutes the Association's insurance obligation.

23.7 Association Repair Obligation. In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made to the Association, and the proceeds shall be expended or disbursed as follows:

The Association shall promptly contract the necessary repairs to the improvements within the common elements and within the damaged unit. In the event the insurance proceeds should be sufficient to repair all of the damage within the

units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the unit owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

23.8 In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and within the units, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall be subject to the prior written approval of the escrow agent.

23.9 Repair and Restoration; Proceeds Not Sufficient. In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the Condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements, in the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment, the insurance proceeds shall be disbursed as provided for in Chapter 718.117 Florida Statutes.

23.10 Termination. If there has been a loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same on all units, and if the majority of the voting members vote against levying the special assessment referred to above, or in the alternative that the factors set forth in Chapter 718.117(2), Florida Statutes exist, then the Condominium project shall be terminated, which termination shall be conducted in the manner provided in Chapter 718.117, Florida Statutes, and evidenced by the recordation of a sworn statement by the President and Secretary of the Association setting forth this occurrence.

23.11 Association as Owner's Agent. Under all circumstances, the Association shall have the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagees of the premises damaged.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 16th day of MARCH, 2010.

ATTEST: COUNTRY CLUB APARTMENTS
CONDOMINIUM ASSOCIATION, INC.

By: Helena C. Brown By: Amado Varona
Secretary Amado Varona, President

WITNESSES:

Allen B. Dreyfus
Robert C. Kimmelman

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared AMADO VARONA, as President, and HELEN BROWN, as Secretary, of COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation; and affixed thereto the corporate seal of said corporation, and they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida, this 16th day of MARCH, 2010.



June L. Lunt
Printed Name of Notary:
June L. Lunt
Notary Public
Commission # DD0871080