

COLLIER COUNTY GOVERNMENT GROWTH MANAGEMENT DEPARTMENT

www.colliergov.net

2800 NORTH HORSESHOE DRIVE NAPLES, FLORIDA 34104 (239) 252-2400 FAX: (239) 252-6358

COVENANT OF UNIFIED CONTROL

The undersigned do	hereby swear or affirm that we are the fee simple titleholders and owners of record of property
commonly known as	Folio Number(s) 00287600003
	Elfrieda H Sutherland Trust

and legally described in Exhibit A attached hereto.

(Street address and City, State and Zip Code)

The property described herein is the subject of an application for residential planned unit development (RPUD) zoning. We hereby designate Toll Bros., Inc., legal representative thereof, as the legal representatives of the property and as such, these individuals are authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes, but is not limited to, the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning approval on the site. These representatives will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Collier County.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the

- 1. The property will be developed and used in conformity with the approved master plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned unit development rezoning.
- 2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by Collier County.
- A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned unit development process will constitute a violation of the Land Development
- 4. All terms and conditions of the planned unit development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned unit development must be consistent with those terms and conditions.
- 5. So long as this covenant is in force, Collier County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned unit development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned unit development and the County may stop ongoing construction activity until the project is brought into compliance with

an terms, conditions and safeguards of the planned unit	development.
Dale Ann Durauce	
Owner	Owner
Gayle Ann Durrance	
COUNTY OF LUCIUM	
Sworn to (or affirmed) and subscribed before me this 32 Me who is personally known to me or has produced	Lday of February, 2019 by Gayle Ann Durrance as identification.
	Lekeu on walker
	Notary Public



Prepared by and return to: WILLIAM N. HOROWITZ, ESQ. Henderson, Franklin, Starnes & Holt, P.A. 1715 Monroe Street Post Office Box 280 Fort Myers, FL 33902-0280 2002457 OR: 2127 PG: 0535

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL 12/11/95 at 03:04PM DWIGHT B. BROCK, CLERK

REC PEE 10.50 DOC-.70 .70

Retn: HBMDBRSON FRANKLIN BT AL P O BOX 280 FT MYBRS FL 33902 0280

TRUSTEE'S DEED

THIS INDENTURE, executed this 29th day of November, 1995, between ELFRIEDA H. SUTHERLAND, as Trustee of the GEORGE A. SUTHERLAND, SR. TRUST under agreement dated May 8, 1985, whose post office address is 1472 Livingston Road, Naples, FL 33999, party of the first part, and ELFRIEDA H. SUTHERLAND, as Trustee of the Residuary Trust established under Article V of the George A. Sutherland, Sr. Revocable Trust U/D/T dated 5/8/85, whose post office address is 1472 Livingston Road, Naples, FL 33999, party of the second part.

WITNESSETH:

The party of the first part, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the party of the second part, their heirs and assigns forever, real property in Collier County, Florida, described as follows:

The West 264 feet and the East 264 feet of the S 1/2 of the S 1/2 of the SW 1/4 of the NW 1/4, Section 18, Township 49 South, Range 26 East, Collier County, Florida.

Subject to easements, restrictions, reservations of record, and taxes for the current and subsequent years.

TO HAVE AND TO HOLD the same to the party of the second part, their heirs and assigns, in fee simple forever.

ELFRIEDA H. SUTHERLAND, as Trustee, shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed in this deed.

In the event ELFRIEDA H. SUTHERLAND cannot continue to serve as Trustee, the Successor Trustee shall be GAYLE ANN DURRANCE. In the event GAYLE ANN DURRANCE cannot serve or continue to serve as Trustee, the Successor Trustee shall be LYNDA KAY TURNER.

All successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

Any person dealing with the Trustee shall deal with said Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.

- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incompetent, or removing said Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is physically or mentally incapable of handling the duties of Trustee.

IN WITNESS WHEREOF, the party of the first part has signed and sealed this instrument on the day and year first above written.

Signed, sealed & delivered in the presence of:

Faith I Pfalz Witness

Faith L. Pfalz, Witness

Barbara T. Beile Isle, Witness

Elfrica H. Sutherland Trustee

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day of November, 1995, by ELFRIEDA H. SUTHERLAND, TRUSTEE, who is personally known to me.

William N. Horowitz

Notary Public

My Commission Expires:

(SEAL)

WILLIAM N. HOROWITZ
MY COMMISSION # CC 217208 EXPIRES
July 15, 1988
BONDED THRU TROY FAM INSURANCE, INC.

N.B. This deed has been prepared at the Grantor's request without examination or legal opinion of title.



COLLIER COUNTY GOVERNMENT GROWTH MANAGEMENT DEPARTMENT www.colliergov.net

2800 NORTH HORSESHOE DRIVE NAPLES, FLORIDA 34104 (239) 252-2400 FAX: (239) 252-6358

COVENANT OF UNIFIED CONTROL

commonly known as	s <u>Folio Number(s) 00287920000</u>
The undersigned do	o hereby swear or affirm that we are the fee simple titleholders and owners of record of property

Edmund H & Betty Poore

(Street address and City, State and Zip Code)

and legally described in Exhibit A attached hereto.

The property described herein is the subject of an application for residential planned unit development (RPUD) zoning. We hereby designate Toll Bros., Inc., legal representative thereof, as the legal representatives of the property and as such, these individuals are authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes, but is not limited to, the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning approval on the site. These representatives will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Collier County.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

- 1. The property will be developed and used in conformity with the approved master plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned unit development rezoning.
- 2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by Collier County.
- 3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned unit development process will constitute a violation of the Land Development
- 4. All terms and conditions of the planned unit development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned unit development must be consistent with those terms and conditions.
- 5. So long as this covenant is in force, Collier County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned unit development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned unit development and the County may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned unit development.

Edmund H Poore

Betty Poore

STATE OF FLURIDA

COUNTY OF COLLIER

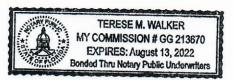
Sworn to (or affirmed) and subscribed before me this and day of <u>Poore</u> who is personally known to me or has produced

elbruan, 2019 by Edmund H & Betty

as identification.

Notary Public

(Name typed, printed or stamped)



WARRANTY DEED

The GRANTORS, GEORGE A. SUTHERLAND and ELFRIEDA H. SUTHERLAND, husband and wife

in consideration of the sum of Ten Dollars and other valuable considerations, received from,

THE GRANTEES, EDMUND H. POORE and BETTY POORE, husband and wife as an Estate by the Entireties of, 939 Coconut Circle East. Naples, Florida 33940

hereby, on this <u>real</u> day of <u>Jarry</u>, 1973, convey to the GRANTEES, the real property in Collier County, Florida, described as:

--- The East 281.30 feet of the West 523.00 feet of the South 1/2 of the South 1/2 of the South 1/2 of the Northwest 1/4 of Section 18, Township 40 South, Range 26 East, Collier County, Florida.---

Subject to the restriction that shall run with the land that only one residential building is permitted per acre, together with appurtenant allowable out-buildings permitted by governmental zoning; and subject to restrictions, reservations and easements of record; and subject to an easement reserved in Grantors for road purposes over and across the South 30 feet thereof; and, subject to current ad valorem taxes, and GRANTORS covenant that the property is free of all other encumbrances, that lawfu seisin of and good right to convey that property is vested in the GRANTORS, and that GRANTORS hereby fully warrant the title to the land and will defend the same against the lawful claims of all persons whomsoever.

at att betaons anomadeset.	
Signed in the presence of:	2 / 10
11771/2 hours	GRANTOR SEAL)
	GRANTOR (SEAL)
STATE OF COUNTY OF	
COUNTY OF	3

I HEREPY CERITFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared the above named GRANTORS well known to me to be the persons who executed the foregoing warranty Deed and acknowledged before me that they executed that Warranty Deed.

State named above this ____ day of ______. 1973.

(NOTARY SEAL)

Notary Public My Commission Expires:

INSTRUMENT PREPARATION

Suite 7, Balch Building
Third Street South
Naples, Florida.

DOPTOGRE & MICHARISE.

ATTEMETE AT LAW

MITE 7. BALCH BLOS.

TRUM STREET SOUTH



COLLIER COUNTY GOVERNMENT GROWTH MANAGEMENT DEPARTMENT www.colliergov.net

2800 NORTH HORSESHOE DRIVE NAPLES, FLORIDA 34104 (239) 252-2400 FAX: (239) 252-6358

COVENANT OF UNIFIED CONTROL

The undersigned do	hereby swear	or affirm	that we	are the	fee simple	titleholders	and	owners	of r	ecord	of	property
commonly known as	Folio Number	(s) 002878	40009 an	d 00287	880001							

Maria Leonor Santos

(Street address and City, State and Zip Code)

and legally described in Exhibit A attached hereto.

The property described herein is the subject of an application for <u>residential</u> planned unit development (<u>RPUD</u>) zoning. We hereby designate <u>Toll Bros., Inc.</u>, legal representative thereof, as the legal representatives of the property and as such, these individuals are authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes, but is not limited to, the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning approval on the site. These representatives will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Collier County.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

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- 2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by Collier County.
- A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned unit development process will constitute a violation of the Land Development Code.
- 4. All terms and conditions of the planned unit development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned unit development must be consistent with those terms and conditions.
- 5. So long as this covenant is in force, Collier County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned unit development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned unit development and the County may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned unit development.

anne de veropinent.
Owner
day of February 2019 by Maria Leonor Santos as identification.
Jeren machen
Notary Public
(Name typed, printed or stamped)

STATE OF FLORIDA COUNTY OF COLLIER KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 12th day of January, 1987, between LUIS SANTOS and MARIA L. SANTOS, Husband and Wife, of the County of Collier, in the State of Florida, hereinafter called the "Grantors", and MARIA LEONOR SANTOS, of the County of Collier, in the State of Florida, hereinafter called the "Grantee"; of 2556 Storter Avenue, Naples, FL 33962

WITNESSETH THAT:

THE GRANTORS, for and in consideration of the sum of Ten dollars (\$10.00), to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, has released, remised, and quitclaimed, and by these presents do hereby release, remise, and forever quitclaim unto the Grantee, her heirs, and assigns forever, all the right, title, and interest of the Grantors in and to the following described land:

The East 264.00 feet of the West 1056.00 feet of the South 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 49 South, Range 26 East, Collier County, Florida

subject to restrictions, reservations and easements of record, and taxes for current and subsequent years.

TO HAVE AND TO HOLD the same together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, her heirs, and assigns forever.

IN WITNESS WHEREOF, the Grantors have signed and sealed this Deed on the day and year sworn to below.

1060069

Witness

STATE OF FLORIDA COUNTY OF COLLIER Santos, Grantor

Sworn to and subscribed before me appeared MARIA L. SANTOS, known to me to be the person(s) who executed the foregoing document.

Witness my hand and official seal this 9 day

COLLIER COUNTY CLERK OF COURTS

Received \$ _

Freeived \$

Class "C" Intangible Mynocommission texperes
Personal Property Tax WY CONNISSION OF THE GRAPH 17 1931
OURTS OURTS OF THE GRAPH 17 1931 Personal Property Tax

Documentary Stamp Tax

STATE OF FLORIDA COUNTY OF COLLIER

Sworn to and subscribed before me appeared LUIS SANTOS, known to me to be the person(s) who executed the foregoing document.

Witness my hand and official seal this 12 day of 16

Notary Public

My commission expires:

This instrument prepared by:
Holly B. Chernoff, Esq.
BASS and CHERNOFF, P.A. Suite 200 849 7th Avenue South Naples, FL 33940 (813) 262-4555

Notary Public, State of Florida My Commission Expires Aug. 21, 1988

Recorded and Vertical in attract Reality FLORIDA COLLIER COUNTY, FLORIDA

Return to: BASS and CHERNOFF, P.A. Suite 200, 849 7th Avenue South

RECURDED 06/20/01 01:41 PM CHARLIE GREEN CLERK OF COURT LEE COUNTY RELUNDING FLE DUC TAX PD (F. S. 201. 02) DEFUTY CLERK B Cruz

This Instrument Prepared By:

JAMES C. STEWART, JR., ESQUIRE STEWART & STORTER, ATTORNEYS AT LAW Suite 101 11925 Collier Boulevard Golden Gate, Florida 34116-6543 Telephone Number (941) 353-1040 JCSJra StewartandStorter.com E-Mail Address:

WITHOUT BENEFIT OF TITLE EXAMINATION

QUIT CLAIM DEED 53

THIS INDENTURE, made this 2th day of MARCH, 2001, between SHARON KAY CROOKS, formerly known as SHARON KAY SHITH and now known as SHARON KAY BOYD, a salested Koman, whose mailing address is 2310 Spring Street, Flatwoods, Kentucky 41139, Grantor ("Grantors"), and MARIA LEONOR SANTOS, a woman, individually, and as Personal Representative of the Estate of JOSE LUIS MARTINEZ, deceased, in the Circuit Court of the Twentieth Judicial Circuit, in and for Collier County, Florida, under Case Number 97-691-CP-02-HDH, whose mailing address is 6741 Golden Gate Parkway, Naples, Florida 34105, Grantees ("Grantees") (in this Deed, use of the singular number shall imply both the singular and the plural numbers and vice versa, and use of the masculine gender shall imply the masculine, feminine, and neuter genders and vice versa).

EXHIBIT 'A'

WITNESSETH:

THAT Grantors, for and in consideration of TEN AND NO/100S DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release, and quit-claim to Grantees, their heirs and assigns forever, all right, title, interest, claim, and demand that Grantors have in and to:

PARCEL ONE

Those certain lands situate, lying, and being in Collier County, Florida, and more particularly described as follows

THE EAST 264 FEET OF THE WEST 792 FEET OF THE SOUTH ONE-HALF (1/4) OF THE THE EAST 264 FEET OF THE WEST 792 FEET OF THE SOUTH ONE-HALF (3) OF THE SOUTH ONE-HALF (3) OF THE SOUTH WEST ONE-QUARTER (4) OF THE NORTH WEST ONE-QUARTER (4) OF SECTION TS, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

PARCEL TWO

Those certain lands situate, lying, and being in Lee County, Plorida, and more particularly described as follow

SEE EXHIBIT "B" ATTACHED HERETQ AND MADE A PART HEREOF.

NEITHER OF THE FOREGOING PARCELS ONE AND TWO IS THE HOMESTEAD OF GRANTOR NOR CONTIGUIOUS THERETO, GRANTOR RESIDING AT 2310 SPRINGSTREET, FLATWOODS, KENTUCKY 41139.

TO HAVE AND TO HOLD the same together with all and singular the appartenances thereunto belonging or in anywise

appertaining, and all the estate, rightly tille, interest, lien, equity, and claim whatsoever of Gramors, either in law or in equity, to the only proper use, benefit, and behoof of Grantes, forever.

IN WITNESS WHEREOF, Grapton als as of the day and year first above written. have hereunto set their hands and

Witnesses as to Grantors:

SHARON KAY CROOKS, farmerly known as SHARO SMITH and now known as SHARON KAY BOYD

STATE OF KENTUCKY

COUNTY OF Theoring

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county as aforesaid to take acknowledgments, personally appeared SHARON KAY CROOKS, formerly known as SHARON KAY SMITH and now known as SHARON KAY BOYD, [CHECK ONE (1)] (with whom I am personally acquainted OR () who provided to me sufficient evidence of identity in the form of valid _______, and who did take oaths as to identity, to me known to be the person who executed the foregoing instrument and who acknowledged before me that he or she executed the same for the purposes set forth therein.

WITNESS my hand and official seal in the state and county last aforesaid, this & day of MARCH, 2001.

(NOTARY SEAL)

٠.

My commission expires: 10-27-2003 PRINT NOTARY'S NAME CONTILE S. Valencourt
FOLIO #00287880001 10-27-2003 PRINT NOTARY'S COMMISSION NUMBER:

Retn: HILINDA P RIDDLE 2500 AIRPORT RD S MAPLES PL 34112 #311

> 2824724 OR: 2856 PG: 3306 RECORDS in the OFFICIAL RECORDS of COLLIES CONTY, 07/10/2001 at 01:30FM DWIGHT S. BROCK, CLERK = 8 8

> > 33

7 5

*** OR: 2856 PG: 3307 ***

EXHIBIT "B"

The South 1/2 of the East 1/2 of the West 1/2 of the Norwest 1/4 of the Northeast 1/4 of Section 36, Township 47 South, Range 26 East, Lee County, Florida; LESS AND EXCEPT the South 25 feet for a road right-of-way.

OF THE CIRCU