



COLLIER COUNTY GOVERNMENT  
GROWTH MANAGEMENT DEPARTMENT  
[www.colliergov.net](http://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

(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 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.

Gayle Ann Durrance  
Owner

Owner

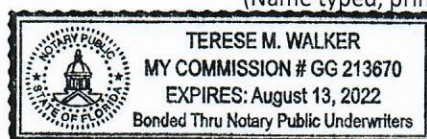
Gayle Ann Durrance

STATE OF Florida  
COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me this 22nd day of February, 2019 by Gayle Ann Durrance who is personally known to me or has produced \_\_\_\_\_ as identification.

Terese M Walker  
Notary Public

(Name typed, printed or stamped)



July 30, 2018

Page 8 of 11



EXHIBIT 'A'

2002457 OR: 2127 PG: 0535

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

RNC PIN 10.50  
DOC-.70 .70

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

Retn:  
HENDERSON FRANKLIN ET AL  
P O BOX 280  
FT MYERS 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 LYNDAY 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 L. Pfalz, Witness

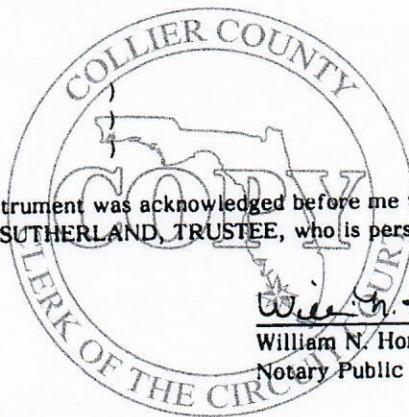
  
Elfrieda H. Sutherland, Trustee

  
Barbara T. Belle Isle, Witness

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, 1998  
BONDED THRU TROY FARM INSURANCE, INC.

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





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2800 NORTH HORSESHOE DRIVE  
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(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) 00287920000

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 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.

Edmund H Poore  
Owner

Edmund H Poore

Betty Poore  
Owner

Betty Poore

STATE OF FLORIDA  
COUNTY OF COLLIER

Sworn to (or affirmed) and subscribed before me this 23rd day of February, 2019 by Edmund H & Betty Poore who is personally known to me or has produced \_\_\_\_\_ as identification.

Terese M Walker  
Notary Public  
(Name typed, printed or stamped)

July 30, 2018



Page 8 of 11



EXHIBIT 'A'

319222

ME 543

78

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 10 day of July, 1973, convey to the GRANTEES, the real property in Collier County, Florida, described as:

----The East 284.00 feet of the West 529.00 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 40 South, Range 20 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 lawful 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.

Signed in the presence of:

George A. Sutherland

Elfrieda H. Sutherland (SEAL)  
GRANTOR

Edmund H. Poore

Betty Poore (SEAL)  
GRANTOR

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY 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.

--- WITNESS my hand and official seal in the county and State named above this 10 day of July, 1973.

(NOTARY SEAL)

Notary Public  
My Commission Expires:

INSTRUMENT PREPARATION

By: Edmund H. Poore  
Suite 7, Balch Building  
Third Street South  
Naples, Florida.

EDMUND H. POORE  
ATTORNEY AT LAW  
SUITE 7, BALCH BLDG.  
THIRD STREET SOUTH  
NAPLES, FLORIDA 33940

543-76





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GROWTH MANAGEMENT DEPARTMENT  
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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) 00287840009 and 00287880001

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 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.

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Maria Leonor Santos  
Owner

Owner

Maria Leonor Santos

STATE OF FLORIDA  
COUNTY OF COLLIER

Sworn to (or affirmed) and subscribed before me this 22<sup>nd</sup> day of February, 2019 by Maria Leonor Santos who is personally known to me or has produced \_\_\_\_\_ as identification.

Terese M. Walker

Notary Public  
(Name typed, printed or stamped)

July 30, 2018





# EXHIBIT 'A'

REC 5.00  
DOC .50  
INT

## QUITCLAIM DEED

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:

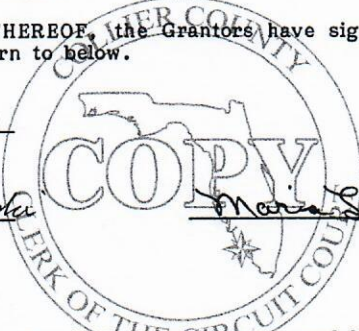
The East 264.00 feet of the West 1056.00 feet of the South 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 49 South, Range 26 East, Collier County, Florida

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.

Witness  
Holly B. Chernoff  
Witness  
Patricia B. Bratter

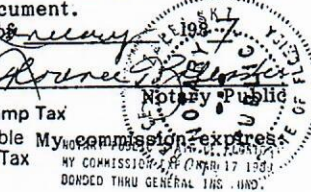


Maria L. Santos, Grantor

STATE OF FLORIDA  
COUNTY OF COLLIER

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 of January, 1987.

Received \$ .50 Documentary Stamp Tax  
Received \$ N/A Class "C" Intangible Personal Property Tax  
COLLIER COUNTY CLERK OF COURTS  
BY Carolyn L. Ryan D.C.  
Witness Patricia B. Bratter



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 12th day of Jan., 1987.

Notary Public

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

My commission expires:  
Notary Public, State of Florida  
My Commission Expires Aug. 21, 1988  
Bonded thru Trust Guaranty Co., Inc.

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA

1987 JAN 16 AM 8:53  
RECORDED  
01060069  
COLLIER COUNTY  
Return to: BASS and CHERNOFF, P.A.  
Suite 200, 849 7th Avenue South  
Naples, FL 33940

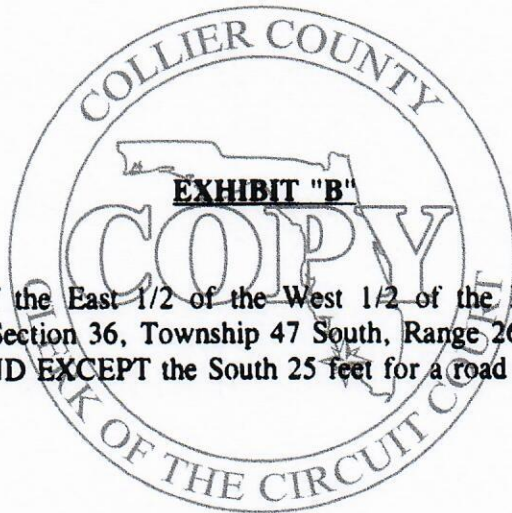
001244  
OR BOOK  
PAGE  
001779



10.50  
-70



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



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.