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COLLIER COUNTY

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STATE OF FLORIDA

COUNTY OF COLLIER

REC. 23.00  
DO. 253.50  
INT

2.00 INO AFFIDAVIT

The undersigned, after being first duly sworn, deposes and says:

1. Affiant's name is RUTH BROWN. Affiant is the Secretary of the Park Colony Club, Naples, Florida.

2. Affiant has reviewed the records of Apartment 105, Park Colony Club.

3. According to the records for Apartment 105, Park Colony Club, the chain of title is as follows:

a. The Corporation to John C. Tyree and Ruth Powell Tyree, husband and wife, as attached hereto as Exhibit A;

b. John C. Tyree and Ruth Powell Tyree, husband and wife, to Robert A. Lester, copy of this Assignment is attached as Exhibit B.

c. Robert A. Lester to Stella N. Johnson, recorded in O.R. Book 408, Page 897, of the Public Records of Collier County, Florida.

d. Stella N. Johnson to Mr. and Mrs. William A. Rosser, recorded in O.R. Book 947, Page 90, of the Public Records of Collier County, Florida.

e. William A. Rosser then assigned his interest to Mrs. Sybil T. Williams, formerly known as Sybil T. Rosser, said Assignment attached hereto as Exhibit C.

4. There are no other assignments other than those stated in Paragraph 3 of this Affidavit according to the records of the Park Colony Club.

Further Affiant saveth not.

Subscribed by:  
Ruth Brown  
C. A. Murphy  
Attorney at Law  
650 - 5th Ave. S.W.  
Naples, Florida 34104



Ruth Brown  
RUTH BROWN, SECRETARY

SWORN TO AND SUBSCRIBED to before me this 4th day of September, A.D., 1986.

(AFFIX IMPRESSION SEAL)

Gregory A. Ross  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 13, 1990  
BONDED THRU GENERAL INS. UNO.

Received \$ 253.50 Documentary Stamp Tax

Received \$ N/A Class "C" Intangible Personal Property Tax

COLLIER COUNTY CLERK OF COURTS

BY Debbie Harris D.C.

CO-OPERATIVE OWNERS AGREEMENT

THIS AGREEMENT made and entered into this 9th day of February 19 66, by and between PARK COLONY CLUB, INC., a non-profit corporation, hereinafter referred to as "Co-operative", and a member of the Co-operative, hereinafter referred to as "Member".

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I

Subject to all of the terms and conditions herein contained, the Co-operative hereby conveys when completed to the Member the right to use and enjoyment of Apartment Number 105 in the apartment building known as "Park Colony Club, Inc." located on Lot 8, Block "R", The Moorings, Unit No. 2, according to the plat thereof recorded in Plat Book 3 at pages 83 and 84 of the Public Records of Collier County, Florida, for a term commencing on the date of this Agreement and terminating on January 1, 2065.

II

The sale price of the purchased apartment is mutually agreed at \$10.00 and other good and valuable consideration.

III

The membership in the Co-operative shall be limited to 30 (one membership for each apartment), and each membership shall have one vote.

IV

The members shall peacefully enjoy the exclusive use of the purchased apartment and in common with the other members the use and enjoyment of all co-operative property so long as the said members shall comply with the terms and conditions hereof.

V

The Member agrees:

- 1 - That the purchased apartment shall be used only as a private residence for the use of the Member, his family guests, servants; and his tenant, or transferee, approved by the Co-operative.

Prepared by: *Mellen*  
C. A. Murphy  
Attorney at Law  
600 - 5th Ave. S. W.  
Naples, Florida 33940

**COPY**

**COPY**

- 2 - That he will keep the purchased apartment interior in good order and repair at his own cost and expense and will make no interior structural changes, or exterior changes of any kind without prior approval of the Co-operative.
- 3 - That he will not use the purchased apartment or permit the same to be used for any disorderly or unlawful purpose, and that he and all other occupants of the Apartment will at all times conduct themselves in a quiet and orderly manner to preserve the highest standard requisite to the operation of a first class residential co-operative.
- 4 - That he will not lease or permit the sub-leasing of the purchased apartment, or transfer the use or possession thereof without the written consent of the Co-operative as required by the By-laws.
- 5 - That he will consult and abide by, the provisions of the Certificate of Incorporation, the By-Laws (now existing or hereafter adopted) and the rules and regulations (now existing or hereafter established) of the Co-operative, which said Certificate of Incorporation, By-Laws, rules and regulations are hereby expressly referred to and made (and as adopted or established are to be made) a part hereof. The Member agrees to consult, abide by and obey all such rules and regulations so established, and shall require that the same be faithfully observed by his family, guest, employees and tenants or other person occupying possession of Member's apartment with Member's express or implied consent.

## VI

Incorporated herein by reference is Article XI of the By-Laws of the Corporation providing for determination of capital and operating expenses, necessary to operate the Co-operative property known as "Park Colony Club, Inc." The Member agrees to pay all regular annual charges, and special charges if any become necessary, as and when declared to be due and payable by the Board of Directors.

## VII

In the event of the sale or transfer by the Member of the purchased apartment, whether voluntary or involuntary (excepting, however, transfers by way of pledge only or in trust with the occupancy rights retained by the Member), and upon due notice to the Co-operative of said sale or transfer, all occupancy rights of the Member and those in possession by virtue of his prior ownership shall thereupon cease and terminate and the vendee or transferee

shall be deemed the owner of said apartment but without right of occupancy unless the same be duly approved by the Co-operative. The right of occupancy shall not be denied any transferee or vendee who, at the time of such transfer or sale (or the death of a Member, if the transfer results from his death) is or was the Member's lawful spouse or related to him by blood within the first degree.

VIII

Leases must be on such forms and upon such terms as the Co-operative will prescribe and must have the approval of the Co-operative to be valid. Approved leases shall contain uniform covenants affecting the Co-operative. In the event an application for approval of such lease by a member is denied, the Co-operative, upon the written request of the Member, shall be required to make reasonable effort to rent the Member's apartment at a fair rental for the account of the Member and without charge for rent collection.

IX

The Co-operative agrees to:

- (a) Pay all taxes, ground rentals and assessments levied against the property of the Co-operative;
- (b) Adequately insure all of the property of the Co-operative against fire, property damage and public liability;
- (c) Maintain the property of the Co-operative in good repair, except interior painting and decorating and contents of Member's apartments. Any damage caused by leaking from within another purchased apartment shall be paid by the Member from whose purchased apartment said leaking was caused. Any damage to the furnishings or decorations of any purchased apartment caused by leaks in the roof, building, or by leaking from concealed pipes or plumbing shall be paid by the Co-operative, providing such damage is not caused by a Member, and
- (d) Generally, to provide a high standard of management and do and perform all other acts reasonably required to insure the sound operation of the Co-operative and to protect the investment of its members.

X

In the event of default of a Member in the payment of any sums, charges or assessments required to be paid under this Agreement, Co-operative may by direction of its Board of Directors terminate this Agreement and the occupancy rights thereunder on sixty (60)

days' written notice. Unless default is cured within sixty (60) days' notice period aforesaid, the Co-operative shall declare this Agreement, including occupancy rights thereunder, terminated and offer for sale a substitute owners agreement for the same apartment and at an amount determined by the Board of Directors to be its fair market value. On disposal of the substitute owner's agreement, the Co-operative shall pay to the Member the amount of the disposal price less any unpaid assessments or charges accrued to the date of disposition, the expenses of sale (which shall include a reasonable brokerage commission), and the estimated cost for placing the apartment covered by this owner's agreement in suitable condition for a new occupant. If any Member of this Co-operative, or any of their assignees, lessees, sub-lessees, heirs or other person occupying possession of the Member's apartment with his direct or implied consent or as his successor by operation of law, violates any of the provisions of the Certificate of Incorporation, or of the By-Laws or the rules and regulations as now or hereafter promulgated by the Board of Directors, the Co-operative may by direction of its Board of Directors terminate the occupancy rights upon five (5) days written notice to the Member. Unless the default is cured within the five (5) days period aforesaid, the Co-operative may declare the existing occupancy rights terminated under the agreement.

XI

In the event of termination of this agreement or loss of occupancy rights hereunder, the Member in possession, or any other person or persons in possession by or through the right of the Member, shall promptly quit and surrender the purchased apartment to the Co-operative in good repair, ordinary wear and damages by fire or other casualty excepted. The Member, for himself and any successor in interest, by operation of law or otherwise, shall be deemed to have waived any and all notice and demand for possession if such be required by the laws of the State of Florida.

XII

The parties hereto stipulate:

- 1 - That the waiver of a breach of any covenant, condition or agreement herein contained shall not be construed as a waiver of the covenant, condition or agreement itself, nor of any subsequent breach thereof, nor affect the validity of this contract.
- 2 - That in the construction of this contract words relating to the number and gender of the parties shall be read according to the real number and gender of the said parties.

3 - That if any clause or covenant herein contained shall be adjudged invalid, the same shall not affect the validity of the other clauses, or covenants of this contract, or of the contract itself, or constitute any cause of action in favor of either party as against the other. Any rights and remedies herein given the Co-operative shall be in addition to any and all other rights and remedies provided by law, and the Co-operative shall specifically have the right to prevent or enjoin any breach or threatened breach by the Member of any of the covenants and provisions herein contained. All remedies herein provided for shall be cumulative.

4 - That this contract shall be binding upon and inure to the benefit of, respectively, the Co-operative and its successors and assigns, and the Member, his legal representatives and assigns, subject to the conditions and limitations hereinbefore specified.

IN WITNESS WHEREOF, on the day and year first hereinbefore written, PARK COLONY CLUB, INC. has caused this contract to be executed in its corporate name by its President and its corporate seal to be hereunto affixed, attested by its Secretary, and the Member has hereunto affixed his hand and seal.

COPY

PARK COLONY CLUB, INC.

By Osca M. ...  
President

ATTEST:  
A. E. Carroll  
Secretary

Witnesses:

Rolando ...

John C. Tyree (SEAL)  
Member

617 W. Franklin  
Address Richmond Va

Virginia J. Woodward  
Wife to Member

Ruth Powell Tyree (SEAL)  
Member

617 W. Franklin  
Address Richmond Va

The above limitation is held between husband and wife as an estate by the entirety.

EXHIBIT "B"

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer unto ROBERT A. LESTER, his legal representatives and assigns, all our rights in, to and under that certain Co-operative Owners Agreement, dated the 9th day of February, 1966, by and between Park Colony Club, Inc. (referred to therein as the "Co-operative") and the undersigned (referred to therein as "Member"), such rights to include, without limitation, the right of occupancy of Apartment No. 105 in the building known as Park Colony Club and located on Lot 8, Block "R", The Moorings, Unit No. 2, according to plat recorded in Plat Book 3, pages 83 and 84, Public Records, Boller County, Florida, it being understood that such right of occupancy is subject to approval of the Board of Directors of Park Colony Club, Inc. as more fully set forth in the By-laws thereof.

Prepared by:  
C. A. Murphy  
Attorney at Law  
500 - 5th Ave. S.W.  
Naples, Florida 34103

Witness:

Robert A. Lester

John G. Tyree (SEAL)  
John G. Tyree \*

Virginia J. Woodward

Ruth Powell Tyree (SEAL)  
Ruth Powell Tyree \*

Dated: May 22, 1969

\*husband and wife by the entireties

CERTIFIED COPY

ASSIGNMENT AND ASSUMPTION OF CO-OPERATIVE OWNERS AGREEMENT, PARK COLONY CLUB

FOR AND IN CONSIDERATION of the mutual promises herein contained, the undersigned Assignor, WILLIAM A. ROSSER, a joint holder and joint owner of Apartment 105 in the building known as Park Colony Club, Naples, Florida, and more particularly described as:

Lot 8, Block "R", the Moorings, Unit No. 2, according to plat recorded in Plat Book 3, Pages 83 and 84, Public Records, Collier County, Florida,

does hereby sell, transfer and convey unto SYBIL T. WILLIAMS (AKA Sybil T. Rosser) the other joint holder and joint owner, all his right, title and interest in and to said apartment, including all furnishings therein, and all rights and equities vested in the Assignor by virtue of the Co-Operative Owners Agreement issued by Park Colony Club, dated the 19th day of November, 1981.

The Assignor hereby warrants that the said Co-Operative Owners Agreement is in full force and effect; all of the terms and conditions imposed thereby have been complied with; that the Assignor has not in any way defaulted in the terms and conditions thereof, and that the title assigned hereby is good and marketable.

The Assignee, by acceptance and recordation of this Assignment, hereby ratifies, confirms and agrees to abide by each and every term and condition of said Co-Operative Owners Agreement and expressly assumes all of the liabilities of the Assignor as set forth therein.

IN WITNESS WHEREOF, the Assignor hereto has caused these presents to be executed and his seal hereunto affixed this the 4th day of October, 1983.

In the presence of:

Leslie A. Leach
Holland T. Cotton

William A. Rosser
WILLIAM A. ROSSER

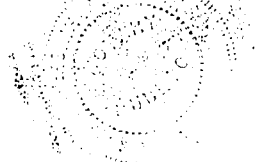
STATE OF Florida
COUNTY OF

I HEREBY CERTIFY that on this day before an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared the above named Assignor, to me known and known to be the person described in and who executed the foregoing Assignment and Assumption of Co-Operative Owners Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes stated therein.

WITNESS my hand and official seal this 4th day of October, 1983.

My commission expires:

Leslie A. Leach
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires March 9, 1985
Beaded This Year Fair - Insurance, Inc.
(SEAL)



Small text at bottom right corner, possibly a stamp or reference number.

Prepared by: C. A. Manning, Attorney at Law, 600 - 5th Ave. South, Naples, Florida 33540