

**PORT AU VILLA
COOPERATIVE OWNERS AGREEMENT**

THIS AGREEMENT is made and entered into _____ of _____, _____ by and between PORT AU VILLA, INC. A Florida corporation not for profit (the "Association"), and _____, member of the Cooperative Association (the "Member") with respect to the residential cooperative unit identified in Paragraph 3 below.

1. All existing Cooperative Owners Agreements with respect to the cooperative unit which is the subject of this Agreement are hereby cancelled and declared to be of no further force or effect, and the equitable ownership of the Member in and to the property of the Cooperative herein described, known as Port Au Villa (expressed as a percentage of the total) and the rights and obligations of the Member with respect to said property are as herein defined and set forth.
2. The number of memberships in the Cooperative shall be limited to fifty-six (56); one (1) membership for each unit, and each membership shall have one (1) vote.
3. The member shall peacefully enjoy the exclusive use of unit number _____ of Port Au Villa, a Cooperative, located on the following described real property:

Lots 9, Block "R", The Moorings, Unit 2, according to the plat thereof recorded in Plat Book 3, Pages 83 and 84 of the Public Records of Collier County, Florida.

and shall, in common with the other Members, have the use and enjoyment of the common areas not exclusively reserved for the use of other apartment owners, so long as the Member shall comply with the terms and conditions hereof, the Rules and Regulations, the Bylaws and Articles of Incorporation of the Association.

4. **THE MEMBER AGREES:**

(A) That the apartment shall be used only as a private residence for use by the Member, His/her family, guests, servants, or tenants approved by the Association.

(B) That he will keep the apartment in good order and repair at his own cost and expense, and will make no interior structural changes or exterior changes of any is kind without the prior approval of the Association. It is understood that the Member is responsible for the maintenance of the interior fixtures and appliances, and for the interior painting and decorating of his own apartment.

(C) That he will pay all ad valorem taxes and assessments levied against the unit, and all assessments levied by the Association for the operation of the Cooperative, and special charges if any become necessary, as and when same are declared to be due and payable by the Board of Directors of the Cooperative. Incorporated herein by reference is Section 8 of the Bylaws of the Cooperative which provides for the determination of capital and operating expense necessary to operate the property, and this unit's share thereof.

(D) That he will not use the 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 cooperative.

(E) That he will not lease or sublease the apartment or otherwise transfer the use and possession thereof without the written consent of the Association, as required by the By Laws.

(F) That he will abide by the provisions of the Articles of Incorporation, the By-Laws (now existing or hereafter adopted) and the rules and regulations (now existing or hereafter established) of the Association, which said Articles of Incorporation, By Laws, rules and regulations are hereby expressly made a part hereof. The Member also agrees that they will require all rules and regulations so established to be faithfully observed by his family, guests, employees and tenants or other persons occupying the Member's apartment with the Member's express or implied consent.

5. In the event of the assignment or transfer by a Member of his equitable interest in the Port Au Villa property, whether voluntary or involuntary (excepting, however, conveyances to a trustee with occupancy rights of the Member and those in possession by virtue of his prior lease shall thereupon cease and terminate and the assignee or transferee shall be deemed the owner of such equitable interest in the Port Au Villa property but without the right of occupancy unless the same be duly approved by the Association. The approval shall not be denied any assignee or transferee who, at the time of such assignment or transfer (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 first degree.

6. All leasing of apartments, or granting of occupancy rights with respect thereto, by Members must be approved by the Association, and the actions and omissions of the lessee and of all others exercising the rights of occupancy shall entitle the Association to cancel and terminate the membership in the manner provided in the By-Laws of the Association now or hereafter in force and effect. The lessee must be approved by the Association.

7. THE COOPERATIVE ASSOCIATION AGREES:

(A) To pay all taxes and assessments lawfully charged against the Cooperative property as a whole by any legal taxing authority, as and when same shall become due and payable.

(B) To place and maintain such insurance covering the cooperative property and the property of the Association, in such amounts and covering such hazards as the Board of Directors from time to time may consider advisable to protect the interests of the Members.

(C) To maintain the property of the Cooperative in good repair, except where the responsibility for maintenance is that of the Member, as provided in Section 11 of the By Laws. Any damage caused by water leaking from within another apartment shall be paid for by the Member from whose apartment the leaking originated, provided the leaking occurred by reason of the negligence or carelessness of such Member. The Association shall not be responsible for damage of any kind, nature or description to any apartment or to the carpeting, draperies, equipment, furnishings or other items located in such apartment unless such damage has occurred by reason of the negligence or carelessness of the Association in the maintenance of the property of the Association.

(D) To provide a high standard of management and to do and perform all other acts reasonably required to insure the sound operation of the Cooperative and to protect the investment of its Members.

8. In the event of default by a Member in the payment of any sums, charges or assessments required to be paid under this Agreement, the Association may, by direction of its Board of Directors, terminate this Agreement and the occupancy rights thereunder on thirty (30) days written notice to the unit owner. Unless the default is cured within the thirty (30) days notice period, the Association shall declare this Agreement and occupancy rights thereunder terminated, and to the extent lawful may take possession of the Member's apartment and sell the same for an amount determined by the Board of Directors to be its fair market value.
9. In the event of termination of this Agreement or loss of occupancy rights hereunder, the Member in possession of an apartment, or any other person or persons in possession by or through the right of the Member, shall promptly quit and surrender the apartment to the Association in good repair, ordinary wear and tear 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 notices and demand for possession if such be required by the laws of the State of Florida.

10. **THE PARTIES HERETO STIPULATE:**

(A) The Recitals set forth in this contract are expressly incorporated into this Agreement and made a part hereof.

(B) That the waiver of a breach an 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, and will not affect the validity of this contract.

(C) That in the construction of this contract words relating to the number and gender of the parties shall be read according to the actual number and gender of the said parties.

(D) That if any clause or covenant herein contained shall be adjusted invalid, the same shall not affect 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 provided to the Association herein shall be in addition to any and all other rights and remedies provided by law, and the Association 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.

(E) That this Agreement shall be binding upon and inure to the benefit of the Cooperative, its successors and assignees, and to the Member, his legal representatives and assigns, subject to the conditions and limitations hereinbefore specified.

(F) That this Agreement shall be fully executed, recorded in the Public Records of Collier County, Florida and filed in the office of the Secretary of the Association. In the event of the transfer of title to the cooperative unit by the Member, a new Cooperative Owner's Agreement shall be executed, which shall be in the form approved by the Board of Directors, and after recording shall be filed in the office of the Secretary of the Association.

IN WITNESS WHEREOF, on the day and year first above written, Port Au Villa, 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.

Witness

Print Name

Witness

Print Name

PORT AU VILLA INC.

By: _____
President or Authorized Agent

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this _____ day of _____ 2021,

By _____, President or Authorized Agent of the forenamed Association,
on behalf of the Association, _____ is personally known to me or has
produced _____ as identification.

Signature of Notary Public

Printed name of Notary Public

My Commission expires

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

(1) _____
(Witness)

(1) _____
(Printed name)

Buyer

(2) _____
(Witness)

(2) _____
(Printed name)

(1) _____
(Witness)

(1) _____
(Printed name)

Buyer

(2) _____
(Witness)

(2) _____
(Printed name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2021, _____ personally known to me or has Produced _____ as identification.

Signature of Notary Public

(Affix Notarial Seal)