

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

CASE NO. 502010DR003810XXXXSB/ Div. FY

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

_____ /

ORDER APPOINTING RECEIVER

THIS CAUSE came before the Court on June 29, 2016, upon the Petitioner, Lloyd Wickboldt's Motion to Appoint David Ryder as Receiver (DE 283) and the undersigned Judge, having reviewed said Motion, hearing argument of counsel, and being otherwise fully advised in the premises herein, it is,

ORDERED AND ADJUDGED:

1. David Ryder, whose mailing address is 4613 No. University Drive, #175, Coral Springs, FL 33067, is hereby appointed the Receiver ("Receiver") over the property commonly known by its postal address as 17103 SW 39th Court, Miramar, Broward County, Florida 33027, (hereinafter "Property") and having the abbreviated legal description:

PARCEL I NAUTICA PLAT 168-26 B LOT 198 BLK E.

2. The appointment of the Receiver is effective immediately upon entry of this Order.

3. The Receiver shall have all of the powers, authorities, rights and privileges of a receiver as conferred by applicable Florida and federal law, common law and in equity. The Receiver shall oversee the Court-appointed Realtor, David E. Rose, and shall facilitate, oversee

and consummate the sale of the Property and any other action or actions as may be authorized or directed by further Order of this Court.

4. The Receiver shall take any and all steps that the Receiver concludes are appropriate to finalize the sale of the Property, including but not limited to: executing new or amended contracts and agreements, repudiating existing contracts and/or agreements, of any manner, necessary to conclude the sale of the Property, in the Receiver's sole sound business discretion.

5. The Receiver shall not be required to post a bond.

6. Within twenty (20) days of his appointment, the Receiver shall file an "Oath of Receiver" with this Court.

7. Within twenty (20) days of his appointment, the Receiver shall file a "Notice of Active Receivership" in the public records of Broward County, Florida.

8. The Receiver is instructed to martial and to preserve the Property. The Receiver shall not be required to transfer ownership of the Property into the name of the Receiver, but may transfer ownership of the Property to his own name, as Receiver, if, in his sole judgment, transfer of the property becomes necessary.

9. The Respondent shall deliver or make readily available for the Receiver, upon the Receiver's request: all insurance policies, tax records, checks, bank records, mortgages, notes, files and documents of any kind, as specified by the Receiver, wherever situated, to enable the Receiver to bring about and conclude the sale of the Property.

10. The Respondent, or her agents, shall:

- a. Not liquidate, sell, convey or otherwise transfer the Property, except with the express written permission of the Receiver;

- b. Cooperate expeditiously in providing information to the Receiver, as requested by the Receiver.

11. Respondent shall promptly and fully cooperate with the Receiver in connection with the Receiver's performance of his duties and is prohibited from interfering with the powers or duties of the Receiver, including any requests for information, records and documentation. Respondent is further prohibited from directing anyone to interfere, in any way, with the Receiver in the execution of his duties. The Respondent must maintain the Property and must prevent any waste or destruction upon the premises, must maintain insurance as required by the Mortgagee and must assure that property taxes and association assessments are paid timely. Within twenty-four (24) hours of the entry of this Order, the Respondent shall provide the Receiver with her current contact information, including street address, email address and phone number. In the event this information changes, the Respondent must notify the Receiver of any change within 24 hours with any updated information. Any violation of this Order may result in a fine, or incarceration, or both. Upon the closing of the sale of the Property, the Receiver shall be discharged as the receiver over the Property and the Property shall be released from any receiver's lien or certificate of indebtedness.

12. The Receiver, his agents and employees, are granted the irrevocable right of access to the Property for the inspection, maintenance, repair, or replacement of any portion of the property when necessary to make emergency repairs or to prevent damage to the property. Receiver may enter Property during reasonable business hours and upon three (3) hours' notice to the Respondent to inspect the property and make repairs as needed. The Respondent shall facilitate full access to the property by providing the Receiver and/or his agents with unfettered access into

the secured community where the Property is located by providing the Receiver with a current gate code or by adding the Receiver to the permanent guest list for the Property.

13. The cost of any maintenance, repair, replacement or renovation ordered by the Receiver shall be paid by the Respondent to the Receiver within thirty (30) days of the Receiver's invoice to the Respondent.

14. In the event the parties subject to this Order fail or refuse to comply with the terms of this Order, the Receiver shall return to this Court, or other Courts, as applicable, for enforcement of this Order and shall be entitled to recover his fees and costs incurred for the enforcement of this Order from the parties in violation of this Order.

15. The Receiver shall be entitled to a reasonable fee for his services, and reimbursement of his expenses, which shall be paid from the Respondent's proceeds upon the sale of the Property, at closing. Said fee shall be calculated at \$250 per hour for his time expended in receivership duties.

16. ~~The Receiver may employ his own legal counsel to furnish legal advice to the Receiver for such purposes as may become needed during the course of the Receivership. All expenses including but not limited to legal fees, shall be the responsibility of the Respondent and shall be paid over to the Receiver upon the sale of the Property.~~ *DTK*

17. The Receiver is authorized to employ agents, employees and contractors for the purpose of carrying out his responsibilities and the Orders of this Court.

18. The receivership estate shall indemnify and hold harmless Receiver from any claims made by any third party, which claims arise out of the operation of this receivership, except in the case where Receiver has acted outside the scope of the receivership authority, or committed fraud or intentionally misrepresented Receiver's ministerial authority as Receiver, or acted

negligently. In the event a suit is filed against Receiver over an issue arising out of this action, except as conditioned above, it shall be incumbent upon the receivership estate to reimburse Receiver for the fees and costs of defending such action, including any appeals thereof to final resolution and award of judgment.

19. The Receiver may at any time apply to this Court for further instructions and powers, whenever deemed necessary in order to enable him to properly and legally perform his duties.

20. This Court shall retain jurisdiction to enforce the terms of this Order and shall further retain exclusive jurisdiction to resolve all disputes that arise pursuant to this Order.

DONE and ORDERED in Chambers at Palm Beach County, Florida this 29 day of

July, 2016.



DAVID E. FRENCH
CIRCUIT COURT JUDGE

Copies furnished to:

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