

Approved  
6/28/23



Coach Light Maner Association, Inc.  
18050 South Tamiami Trail, #4  
Fort Myers, FL 33908

### Coach Light Maner Board of Directors Resolution to enable recovery from Hurricane Ian

#### PURCHASE OF A UNIT IN COACH LIGHT MANOR ASSOCIATION, INC.

The Coach Light Maner Board of Directors has presented this form to be used when a purchaser is buying a unit in Coach Light Maner (CLM) where there is no manufactured home currently on the desired parcel. Per CLM Bylaws, a Unit in CLM is defined thus: "Unit" means a part of the cooperative property, which is subject to exclusive use and possession, and shall be defined as the mobile home site, as defined by Site Number in the Occupancy Agreement.

In an effort to recover from a natural disaster, repopulate CLM, abide by our Bylaws, and maintain the integrity of our Park, we offer the following options as a resolution to accomplish the aforementioned.

1. Where a manufactured home has been removed from an Association owned unit(lot), a qualified buyer must replace with a home approved by the CLM Architectural Control Committee and the CLM Board of Directors. The buyer shall submit the home plans and manufactured home purchase contract showing a paid deposit for approval prior to closing. The buyer will have up to two (2) years from the date of closing to have a completed replacement home installed, per Lee County Permit Department guidelines.
2. If qualified buyer has not yet selected a replacement home, buyer may negotiate with seller to place a good faith "hold" deposit with right of first refusal on the unit for a designated period to shop for and select the replacement home. CLM Architectural Committee can provide buyer with qualifying home dimensions for the unit they have selected which will be helpful in choosing a home.
3. Buyer also has the option to purchase the unit by signature on an agreement stating an approved replacement home will be installed on the unit within 2 years from closing; and securing this agreement with a deposit of \$10,000.00 held in escrow by CLM and refunded to buyer upon proof of a contract with paid deposit from home manufacturer as described in option 1 above.

Whichever option is selected, the home must be installed on the unit within 2 years. This Agreement is contingent on the terms of the chosen option above to establish a home on the unit within 2 years. If Purchaser(s) default, they may forfeit their membership in CLM without refund and any deposits and monies spent, ie monthly maintenance fees/assessment fees/etc, associated with this purchase unless the CLM Board of Directors deems the default "out of Purchaser's control".

By signing below, I acknowledge that I have read and understand the content of this notice.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Purchaser: \_\_\_\_\_