

Enchanting Shores Co-op., Inc.

Transfer of Ownership Instructions

The following instructions help agencies transfer an Enchanting Shores Co-op (ESC) property according to required documents and ESC Bylaws. **All required paperwork listed below must be submitted a minimum of 30 days prior to closing.**

All shareholders and closing agents must make an appointment with the ESC office 7 days prior to having documents reviewed/signed.

Step 1: Note: Current ESC Shareholders need only complete steps 1 A and 1 D.

New Buyers must completely fill out, sign and submit:

- a. ESC Application for Membership/Proposed Purchaser. This is a four page document that buyers provide personal information, references, etc.
- b. Provide a color copy of picture ID for each buyer.
- c. The applyCheck background screening application form for each Buyer. These forms approve a background check for each buyer.
- d. Service/Emotional Support Animal Section form signed by each buyer.
- e. Submit above documents with a check made out to ESC:
\$55 Background Check fee per person.
\$100 Application for Membership Fee per application.
Example: 2 buyers (husband/wife) would submit total of \$210.
- f. Housing for Older Persons Act Form is signed by buyers and notarized. This acknowledges that the buyers are aware that the community is a 55 and older community and agrees to abide by the ESC By-laws with regard to age and occupancy.
- g. Shareholders Official Address for Required Notice form. This form, filled out by the Buyer(s), designates what address they want all mail and correspondence from Enchanting Shores Co-op, Inc. to be sent.
- h. Optional for New Shareholders: The Online Voting Consent Form (Exhibit "A" which is page 6 and 7 of the Online Resolution Authorizing Electronic Voting) can be submitted if Shareholder(s) would like to participate in Online Voting and Electronic Notice (Email). If you do not submit this form, all voting information will be sent via the USPS to the Shareholder's Official Address.

Upon approval of background check, normally 3 - 5 business days, proceed to Step 2.

Step 2: The following documents are handled by the closing agent and submitted to the ESC Office:

- a. Buyers and Sellers fill out, sign and have notarized, the Assignment of Exclusive Right of Possession Lease (two page document).

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- b. The ESC Exclusive Right of Possession Agreement is a seven page document. Closing agent fills out page one, buyers sign with two witnesses and notary on page 7.

Note: Page six of this document will be filled out by ESC upon submission to the office.

- c. Closing Agents can make an Estoppel letter request by emailing enchantingshores@gmail.com.

Step 3: The following items are then submitted to the ESC Office:

- a. All signed/notarized forms in step 2 (5 forms in all)
- b. Original Right of Possession Lease from Seller
- c. Original Stock Certificate from the Seller
- d. One Check made payable to ESC for the following fees:
 - \$100.00 Estoppel Letter
 - \$100.00 Right of Possession/Proprietary Lease Fee
 - \$50.00 New Stock Certificate
 - (plus any outstanding fees)
- e. The Closing agent will provide a prepaid return mail envelope or courier service for all documents.

Note: In the event the original documents from the seller are not available, you can submit an Affidavit of Lost Stock Form (2 pages) signed by the seller and notarized.

Step 4: Provided all **original** documents (no copies accepted) are submitted to the ESC office accompanied by a check made payable to ESC reflecting the correct fee amount, typically in 3 - 5 business days the following will take place:

- a. The ESC office will review all documents and contact the closing agent if there are any discrepancies.
- b. The Exclusive Right of Possession Agreement will be signed, witnessed and notarized by the ESC President and Secretary.
- c. A new stock certificate will be issued and signed by the ESC President and Secretary, then sealed and notarized.
- d. ESC will make a copy of all the submitted documents from the closing agent for our records.
- e. All **original documents** and a **new stock certificate** are returned to the closing agent via prepaid envelope or courier service provided by the agent for county recording.

Note: Both the proprietary lease and the new stock certificate must be recorded in the county.



TENANT/BUYER AUTHORIZATION FORM

Write your name EXACTLY as it appears on your Driver's License (middle name required if applicable)

First: _____ Middle: _____ Last: _____

Other Last Names Known By: _____

Phone #: _____ Email Address: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Address Applying To: _____

Current Residence

Do you: ☐ Own ☐ Lease ☐ Family/Friend

Property Street Address: _____

City: _____ State: _____ Zip Code: _____

Country _____

If you Lease:

Landlord Name: _____

Landlord Phone #: _____ Landlord Email: _____

Move In Date: _____ Move Out Date: _____ Monthly Rent: _____

Previous Address: _____

PLEASE INCLUDE A COPY OF A DRIVER'S LICENSE AND OTHER GOVERNMENT ISSUED
DOCUMENT TO CONFIRM YOUR IDENTITY

Enchanting Shores Co-op., Inc. ("the Company") may obtain information about you from a consumer reporting agency for tenant screening purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends or associates. These reports may contain information regarding your criminal history, credit history, motor vehicle records ("driving records"), and verification of your education or employment history or other background checks. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for residency is an investigation into your employment history conducted by Applycheck, LLC 57 West Timonium Road Suite 105A Lutherville-Timonium MD(786) 542-6834; or another outside organization. Information regarding Applycheck, LLC's privacy practices (including information about whether any consumer personal information will be sent outside the U.S. or its territories) may be found at www.applycheck.com. The scope of this notice and authorization is all-encompassing, however, allowing Enchanting Shores Co-op., Inc. ("the Company") obtain from any outside organization all manner of consumer reports and investigative consumer reports now and throughout the course of your residency to the extent permitted by law. You should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report. Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the reporting agency, and a summary of your rights under the Fair Credit Reporting Act.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my residency, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, insurance company, or other party to furnish any and all background information requested by Applycheck, LLC 57 West Timonium Road Suite 105A Lutherville-Timonium MD (786) 542-6834 or another outside organization acting on behalf of Enchanting Shores Co-op., Inc. ("the Company") and/or Enchanting Shores Co-op., Inc. itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

New York and Maine applicants or tenants only: You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly.

State of Washington applicants or tenants only: You have the right to receive a complete and accurate disclosure of the nature and scope of any investigative consumer report as well as a written summary of rights of your rights and remedies under Washington law.

California applicants or tenants only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. ☐

Signature: _____

Date: _____

Print Name: _____

Enchanting Shores Co-op inc.

Shareholder Official Address & Telephone Form

This document will serve to fulfill our obligation in accordance with Florida State Statutes and Enchanting Shores Co-Op By-Laws for our official required roster, address for delivery of required notices of meetings and opt in for electronic communication.
(FL 719.104, 106; ESC By-Law article 3.1, 4.3, 4.4, 5.5, 6.3, 6.8)

ESC OFFICIAL ROSTER INFORMATION

ESC unit number & street: _____

Shareholder(s) Name(s): _____

Official Address for Shareholder: _____

Official Email Address: _____

Official Telephone Number: _____

Official Correspondences and Required Notices for Board of Directors

Check below the method you request for receiving official correspondences and required notices from ESC (choose only one).

☐

I request **U.S. Mail Delivery**, to the mailing address listed above, or **IN HAND DELIVERY**, if address is in ESC.

☐

I consent and agree to OPT-IN to receive official correspondences and notices by **Electronic Transmissions** to email address listed above.

* This form can be modified by shareholder(s) at any time by re-filing with the ESC office or BOD secretary. This includes revoking your consent to electronic communication. If changes or revocations are not made to the ESC office or BOD Secretary 30 days prior to any scheduled BOD meeting or election, notices will be sent to address already on file; amended forms and method of receiving such notice will go into effect for the next scheduled meeting.

Shareholder Signature

Date

Enchanting Shores Co-op., Inc.

Application for Membership

Proposed Purchaser

Date: _____

To: Enchanting Shores Co-op., Inc.
Board of Directors
17 Turquoise Avenue
Naples, FL 34114

Phone: 239-775-1221 Fax: 239-775-5955

Re: Purchase Application

I/we intend to purchase Lot Number _____, Street Name _____
From _____. In order for you as a Co-op to facilitate
consideration of my/our application for the purchase of the above-designated lot in
Enchanting Shores Co-op, Inc., I/we, as purchaser(s), represent that the following information
is factual and true. As purchaser(s), I/we are aware that any falsification or misrepresentation
of the facts in this application will result in automatic rejection of this application. I/we consent
that further inquiries concerning this application will be conducted, particularly of the
references given within.

**Enchanting Shores is a 55+ years of age membership community . We follow and
enforce the necessary regulations set forth to qualify for being a 55+ community . One
member of each household must be 55+ years of age to occupy the homes in this
community . Proof of age is required (copy of Driver's License, Birth Certificate or
Passport).**

Special Notation: There are NO pets allowed within the Community and/or homes.

I/we have read, understand, and will be bound by the Rules and Regulations of the Co-op
association and other Co-op documents.

Occupancy of the designated lot will be limited to the purchaser and his or her immediate
family. Said lot is to be occupied by no more than _____ persons. I/we will not sub-let this
designated lot without first obtaining approval from the Co-op.

FULL NAME of PURCHASER (S): _____

Occupation of Purchaser (even if retired): _____

Age: _____ Date of Birth: _____

Full Name of Spouse: _____

Enchanting Shores Co-op., Inc.

Application for Membership

Occupation of Spouse: _____

Spouse's Age: _____ Spouse's Date of Birth: _____

Present Home Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone Number: _____

Prior Home Address: _____

City: _____ State: _____ Zip Code: _____

Name, address and phone number of landlord if applicable: _____

Two Personal References (local, if possible)

1. Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____

2. Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____

Person to be Notified in the Case of an Emergency:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____

Enchanting Shores Co-op., Inc.

Application for Membership

Club Affiliations: _____

Credit References

1. Company Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone Number: _____

2. Company Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone Number: _____

Vehicle Information:

1. Make: _____ Year: _____ License: _____ State: _____

2. Make: _____ Year: _____ License: _____ State: _____

Mailing address for notice of acceptance or rejection of this application:

Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone Number: _____

The Rules and Regulations of Enchanting Shores Co-op., Inc. provide an obligation of lot owners that all lots are for single family residence. Please state the name and relationship of all other persons who will be occupying the lot regularly and/or living with you on a regular basis.

Name:	Relationship	Age:	Gender:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Enchanting Shores Co-op., Inc.

Application for Membership

I/we understand that any violations of the terms, provisions, conditions, and covenants of the ENCHANTING SHORES CO-OP, INC. documents provides cause for available and immediate legal action as provided therein for termination of the leasehold under appropriate circumstances.

I/we will assume the monthly assessment payments, paid quarterly, to the CO-OP on:

Month: _____ Year: _____

Said Rider is attached to the Purchase Agreement.

Dated this _____ day of _____, 20____.

Applicant/Purchaser

Applicant/Purchaser

.....

Application received on: _____

Application is Approved: _____ Disapproved: _____

Application processing fee (transfer fee) received? YES _____ NO _____

Date of Approval or Disapproval: _____

Manager's Signature: _____

Enchanting Shores Co-op., Inc.

Application for Membership

Service/Emotional Support Animal

Enchanting Shores Co-op is a PET free community. "Service" animals and "Emotional Support" animals are allowed under FHA rules. If you claim you are entitled to a "Service" or "Emotional Support" animal under the FHA rules, please check the appropriate box below.

Each Shareholder must sign a separate form indicating whether or not they will have an animal at their ESC address.

☐ I will NOT have a "Service" animal residing with me at my ESC address.

☐ I will have a "Service" animal residing with me at my ESC address.

ESC Street address: _____

☐ I will NOT have a "Emotional Support" animal residing with me at my ESC address.

☐ I will have a "Emotional Support" animal residing with me at my ESC address.

ESC Street address: _____

Shareholder Signature: _____

Print Name: _____

Date: _____

Enchanting Shores Co-op., Inc.
Amended and Restated
Exclusive Right of Possession Agreement

This INDENTURE, made this _____ day of _____, 20____, by and between Enchanting Shores Co-op Inc., a Florida corporation for profit, ("ESC") and _____, (the "Lessee").

PREMISES

WHEREAS, ESC owns the real property, attached hereto as Exhibit "A" on which is located a three hundred sixty-five (365) unit residential cooperative know as "Enchanting Shores Cooperative", situated in the County of Collier, State of Florida.

WHEREAS, ESC is authorized to issue three hundred sixty-five (365) stock certificates, and the Lessee is the owner of one (1) such stock certificate, and by reason of such ownership, and approval of occupancy rights by the Board of Directors of ESC, the Lessee is entitled to occupy the lot/unit thereof,

NOW THEREFORE, in consideration of the mutual covenants, agreements, conditions and obligations set forth herein, ESC has leased and demised, and by these presents does lease and demise and 'grant the exclusive right of possession to the Lessee: and the Lessee hereby takes as Lessee, all of that certain space hereinafter referred to as cooperative lot/unit, situated on the real property described above:

TO HAVE AND TO HOLD the cooperative lot/unit and private residence there upon, and not otherwise, during the term which begins on the date of this Lease and ends at such time as the Lessee no longer owns the stock certificate referred to above, unless the term is sooner terminated, as hereinafter provide.

1. **RENT**: The Lessee agrees to pay as rent for the cooperative unit Lessee's share of all common expenses of the Cooperative, as set forth in the Bylaws of Enchanting Shores Co-op, Inc., which shall included without limitation, management fees, service employees, office supplies, water and sewer, maintenance and repair of general facilities and appurtenances, liability insurance, including extended coverage property insurance, repairs of the building's exterior, roof, gardens, swimming pool, patio, groins, swales, the cost of any and all replacements and the installation of new facilities, the principal and interest on any debt obligations of ESC, or obligations that may be hereafter incurred, and all other expenses and costs which may be incurred in conducting business and operations of ESC.

(A) The annual rent shall be determined by the Board of Directors of ESC (the "Board of Directors") which shall annually estimate the expenses of ESC for the ensuing year, plus any deficit for the preceding year, as well as amounts necessary to fund reserves for the payment of indebtedness, capital expenditures and deferred maintenance as required by law, or other corporate purposes, and shall levy an assessment against the holders of all the stock certificates to meet such expenses.

(B) The annual assessments based upon the budget shall be payable in quarterly installments, in advance due on the first day of January, April, July and October, together with any other charges accrued against the Lessee during the prior period.

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(C) In case of emergency or other circumstances requiring additional funds, the Board of Directors may make a supplemental estimate of such requirements and levy a special assessment which shall become payable in such manner as determined by the Board of Directors, which shall also constitute part of the rent payable hereunder.

(D) All payments of rent reserved hereunder shall be payable to ESC free from all claims, demands or set-offs against ESC of any kind or character whatsoever, and payments shall be directed to such agent of ESC as may be designated by the Board of Directors.

II. USE OF UNIT: The Lessee agrees that the unit will be used or occupied for no purpose other than as private residence for himself, his family, and permitted guests and sub lessees within the requirement of housing for older persons as provided in the Bylaw. Lessor encourages residential ownership and discourages investment-only purchases. The Lessee shall not conduct or carry on therein, or permit to be carried on therein any trade, business, professions or manufacturing whatsoever, and shall not permit in the unit any noisy or disorderly conduct, or any behavior of a kind likely to be a reasonable source of annoyance or disturbance to other residents in the cooperative. Lessee will at all times be responsible for the conduct of all persons occupying the unit. ESC may at any time, by resolution of the Board of Directors, adopt or amend rules and regulations for the management and control of the cooperative property not inconsistent with the Bylaws of ESC, and change the same from time to time. This Lease shall be in all respects, and at all times, subject to said rules and to the Bylaws of ESC as they may be amended, to the same extent as if they were set forth at length herein; and the Lessee covenants to obey all such Bylaws and rules and to require them to be obeyed by the members of Lessee's family, and Lessee's employees, guests, and sub lessees; provided, however, all such Bylaws and rules and amendments thereof, shall apply to all leases uniformly.

III. ASSIGNMENT OF LEASE RIGHTS: Lessee covenants not to assign this Lease, or attempt to assign this Lease or any part thereof, nor sublet or, attempt to sublet the unit or any part thereof, except as provided for in the Bylaws.

IV. TERMINATION: It is an essential condition of this Lease, and this Lease is made, executed and accepted by the Lessee, on the express condition that this Lease, and the estate hereby created, shall cease, terminate and become null and void at the option of ESC on the happening of anyone of any of the following events or contingencies:

(A) In the event of total or substantial destruction of the cooperative property by fire or other casualty, so that substantially similar property cannot be reconstructed because of state or local laws, or the cost of such rebuilding or restoration would exceed the insurance proceeds, reserves, and other funds available for such reconstruction to the extent that the members of ESC shall elect not to rebuild the same, as hereinafter provided.

(B) If any assignment or purported assignment, or any subletting or purported subletting, is made by the Lessee hereunder, except as herein otherwise expressly permitted.

(C) If the Lessee defaults in the payment of the rents or any installments or part thereof, or of any other sums payable by Lessee to ESC hereunder, and if such default continues for a period of more than sixty (60) days after payment was due, and written notice of the default was sent by certified or registered mail to the Lessee.

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(D) If Lessee shall default as to any of the covenants to be kept and performed by Lessee hereunder, and any such default shall continue, or be repeated, after written notice thereof by certified or registered mail to Lessee, or, if after the expiration of sixty (60) days following such written notice any such default shall continue or be repeated, ESC shall have the right to terminate this Lease. If ESC, by vote of the Board of Directors elects to terminate this Lease for any of the causes specified herein, the term hereby created shall cease and terminate as fully as if the date of the Board decision were the date herein fixed for the expiration of the term of this Lease; and Lessee agrees to surrender possession of the cooperative unit immediately without the receipt any further notice or demand, and it shall be lawful for ESC to re-enter the premises and remove all persons there from. In the event of termination of this Lease as provided in this Article, ESC shall have the option to revoke the Stock Certificate of the Lease at the time, and in the manner herein set forth in Article Eight.

V. COVENANTS OF ESC: ESC, subject to the limitations of liability hereinafter stated, hereby covenants with the Lessee as follows:

(A) ESC will keep in good repair and condition the improvements constructed on the cooperative property during the term hereof, excepting the portions thereof specifically required in the Bylaws or herein to be kept in repair by the Lessee.

(B) ESC will keep full and correct books of account, and the same shall be open to inspection by the Lessee or his duly authorized representative at all reasonable times as required by law. Within ninety (90) days after the end of each fiscal year, ESC will provide to the Lessee financial reports or statements for ESC for the preceding year, as required by law.

(C) ESC will keep the cooperative property insured against loss or damage by fire or other casualty in the amounts deemed satisfactory to the Board of Directors of ESC. If the property is partially damaged by fire or other casualty, the same shall be repaired as speedily as possible at the expense of ESC, so as to conform as closely as may be reasonably possible to the original plans and specification of said property.

(D) Lessee, on performing his obligations and complying with the conditions provided herein, shall, during the term of this Lease, be entitled to the use of such facilities in or about the common areas as may be available generally for the use of the other lessees, and shall quietly have, hold and enjoy the cooperative unit without any suit, trouble or hindrance from ESC, its successors or assigns.

VI. COVENANTS OF THE LESSEE: The Lessee agrees:

(A) That none of the owners, present or future, of the stock certificates of ESC, nor any officers or directors, present or future, of ESC. shall be personally liable for the performance of any of the covenants or agreements: of ESC contained in this lease.

B) Lessee will at its own cost and expense, keep and maintain the cooperative unit in good condition and repair, and without limiting the generality of the foregoing, will replace, if necessary, the fixtures, including electric and plumbing, pipes, conduits, equipment, drains, glass, floors and floor coverings as may be broken, wear out or otherwise require maintenance or repairs. Lessee further agrees to repair all plumbing that may be damaged or obstructed because of the fault or negligence of the Lessee, or Lessee's family, guests, employees or sublessees.

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(C) ESC shall have the right to enter the lot at all reasonable times to inspect the premises and to make repairs, and ESC agrees that as soon as said repairs are completed, to the extent practical it will place the lot in substantially the same condition as they were in prior to the performance of such work, unless the need for the work was caused by the Lessee or a person occupying the Lessee's unit

(D) The Lessee shall permit no Waste to be committed in or about the lot, and will quit and surrender the lot at the termination of this Lease, whether by lapse of time or otherwise, in as good condition as it was when received by him, reasonable wear and tear excepted.

(E) The Lessee will indemnify and save ESC harmless from any and all loss or liability, from damage or injury to person or property in the lot/unit, from all claims and liens resulting from any act of the Lessee, or Lessee's family, guests, employees or subleasees.

(F) The Lessee accepts the improvements comprising the cooperative lot in their present condition and state of repair without any representations, statements, or warranties, express or implied, in respect thereto, or in respect of their condition or, the use or occupation that may be made thereof, and ESC shall not be liable for any latent defects therein.

VII. DEFAULT: If any rent shall be due and unpaid, or if the Lessee defaults in the performance of any covenant, agreement or undertaking herein contained, and said default shall continue for sixty (60) days after written notice of the same has been sent by certified or registered mail to the Lessee at his latest address as it appears on the books of the Association, then it shall be lawful for ESC to re-enter said premises and remove all persons therefrom without further notice. Each and every covenant, agreement and undertaking hereof to be kept and performed by the Lessee is expressly made a condition on breach of which ESC may terminate this Lease and exercise all rights of entry and re-entry of the unit. Formal demand or notice as a condition precedent to the right of ESC to terminate this Lease, other than as is expressly provided for herein, is hereby expressly waived.

(A) The Lessee hereby irrevocably appoints ESC as agent and attorney in fact of the Lessee, to enter into the unit in the event of default by the Lessee in performance of any covenant, agreement or undertaking herein contained to be performed by the Lessee, and to remove any and all persons and property from the cooperative unit, and to place such property in storage for the account of, and at the expense of Lessee. The Lessee hereby waives all claims for damages that may be caused by ESC re-entering and taking possession of the unit, or in removing persons or removing and storing property as herein provided, and will save ESC harmless from any loss, liability, costs or damages occasioned by ESC thereby.

(B) If ESC sues to recover any rent and/or other charges due hereunder, or for breach of any provision of this Lease, or to recover possession of the unit, and shall recover in such, the Lessee agrees to pay ESC a reasonable attorney's fee, to be taxed by the court as part of the costs of such action.

(C) If the Lessee defaults hereunder, and the unit is vacant for sixty (60) consecutive days or longer, ESC may, at its option, re-enter the same for the purpose of re-letting the premises for such rent and upon such terms as it may see fit, and the rents received therefrom shall be applied to the payment of all rents and other sums due or to become due from Lessee to ESC hereunder; if a sufficient sum shall not be thus realized after the payment of the expenses of such subletting and collection to satisfy the rent hereby reserved and unpaid, the Lessee agrees to satisfy and pay any deficiency and to pay

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the expense of such re-letting and collection, and as each installment of rent herein reserved becomes due and is unpaid, ESC may bring suit to collect such deficiency forthwith.

(D) If Lessee shall at any time sublet the unit with the consent of ESC, and if Lessee shall default in the payment of any rent herein reserved, ESC is hereby authorized and may, at its option, as agent of Lessee so long as such default shall continue, collect from any sublessee of Lessee the rent becoming due from such sublessee to Lessee, his heirs, representatives and discharge of such subleasees as between them and Lessee, his heirs, representatives and assigns. No collection by ESC of rents as agent of Lessee shall be deemed a waiver by ESC of any covenant herein, or a release of Lessee from the further performance of the covenants on his part contained.

VIII. STOCK CERTIFICATE: The Lessee agrees that the stock certificate of ESC held by Lessee in connection with the allotment of said lot/unit, was acquired and is owned subject to the following conditions agreed on with ESC:

(A) ESC has a first lien on the stock certificate to secure the performance by Lessee of all obligations hereunder subject to any lien rights under the law of a first mortgagee. For the purpose of such lien, ESC may sell such stock certificate in such a manner as it may deem proper, but only after sixty (60) days written notice by certified or registered mail of intent to sell shall have been sent by ESC to Lessee, his executor or administrator. From the proceeds of such sale there shall be paid all expenses of sale, all the obligations of Lessee hereunder, and any balance remaining shall be paid to Lessee, his executor or administrator.

(B) No sale or transfer of the stock certificate by Lessee shall be made without the written consent of ESC, and no sale, or assignment of any certificate shall be effectual Unless there shall have been assigned to the purchaser, with the consent of ESC as herein provided, the rights of Lessee under this Lease.

(C) In case of the death of the Lessee, the surviving spouse, if any, and any other member or 'members of the Lessee's family residing with the Lessee at the time of his death, may continue to occupy the unit for a period of eighteen (18) months after the death of Lessee, on the terms, covenants, provisions and conditions specified in this Lease, including those relating to occupancy and payment of assessments. If such surviving spouse or other member or members of the Lessee's family shall have succeeded to Lessee's right and interest in said stock certificate and within eighteen (18) months produce proper evidence thereof, the stock certificate shall be transferred to such successor, and a new Lease executed accordingly. Should the distribution of stock certificate and this Lease be to anyone else except a trustee for the family of said Lessee as herein provided, the distribution shall be deemed an assignment or sale, requiring compliance with the Bylaws of ESC, and ESC's written consent, as hereinbefore in Article II provided.

(D) No person acquiring a stock certificate, or any part thereof, by bequest or operation of law, except as may be otherwise provided in this Lease, shall by reason thereof acquire any right, title or interest in or to this Lease, nor the right to any assignment thereof, nor to a new member's lease.

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IX. NO WAIVERS: Any waiver, express or implied, by ESC of any breach by the Lessee of any condition, covenant, agreement or undertaking of this Lease shall not be construed to be a waiver of any subsequent breach of alike or other condition, covenant, agreement or undertaking of this Lease. The acceptance of rent hereunder shall not be a waiver of any breach, of any condition, covenant, agreement or undertaking of this Lease, except as to the payment of the rent so accepted, and then only to the extent of the rent actually paid. Each and every one of the rights, powers, options, immunities, privileges and remedies of ESC hereunder shall be cumulative, No one of them is exclusive of the other, or exclusive of any other right or remedy allowed by law.

X. NOTICES: Any notice required hereunder, or by the law, to be served on ESC or Lessee, shall be deemed to have been duly given if delivered personally to an officer of ESC, or to Lessee, respectively, or by mailing said notice by United States certified or registered mail, postage prepaid, addressed to ESC or Lessee, respectively, at the cooperative building, or at such other address as may appear in the records of ESC.

XI. REFERENCES: That the references herein to the Lessee, though expressed in the singular number, shall apply to the persons appearing as the actual Lessees hereunder, whether one or more, and all references shall apply to the feminine gender where applicable; and Lessees, where more than one, shall be jointly and severally liable hereunder.

XII. TIME IS OF THE ESSENCE: Time is of the essence of this Lease, and each of its provisions. This Lease shall inure to the benefit of, and by binding upon, the heirs, executors, administrators, successors and assigns of the respective parties hereto; provided, however, that nothing herein contained shall affect any of the provisions of this Lease restricting the assignment thereof by the Lessee;

IN WITNESS WHEREOF ESC has caused these presents to be executed by its President and attested by the Secretary thereunto duly authorized, and its corporate seal affixed, and the Lessee has hereunto set his hand the day and year first above written.

ATTEST:

ENCHANTING SHORES CO-OP, INC.

By: _____

By: _____

_____, **Secretary** _____, **President**

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ and _____.

They are personally known to me or have produced _____ as identification.

Notary Seal and Signature of Notary Public

**Enchanting Shores Co-op., Inc.
Amended and Restated
Exclusive Right of Possession Agreement**

Witness: _____ **Lessee**

Witness: _____ **Lessee**

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____ and _____.

They are personally known to me or have produced _____ as identification.

Notary Seal and Signature of Notary Public

Enchanting Shores Co-op., Inc.
Assignment of Exclusive Right of Possession Lease
A.K.A. Assignment of Proprietary Lease

This document prepared by and return to:

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Assignee, by the acceptance of this Assignment, agrees to be bound by the Master Form Exclusive Right of Possession a.k.a. Proprietary Lease. The Articles of Incorporation and By-Laws of the Enchanting Shores Co-op, Inc., a Florida corporation.

Witness #1 to Assignee: _____ **Assignee:** _____

Witness #1 Address: _____ City: _____ State: _____ Zip: _____

Witness #2 to Assignee: _____

Witness #2 Address: _____ City: _____ State: _____ Zip: _____

Witness #1 to Assignee: _____ **Assignee:** _____

Witness #1 Address: _____ City: _____ State: _____ Zip: _____

Witness #2 to Assignee: _____

Witness #2 Address: _____ City: _____ State: _____ Zip: _____

State of _____ **County of** _____

I HEREBY CERTIFY, that on this day before me, an Office duly authorized to take acknowledgements, personally appeared _____. Known to be the person described as the Assignee(s) in and who executed the foregoing as acknowledged before me as executed same.

Witness, my hand and official seal in the State and County aforesaid this ____ **Day of** _____,
20____

Notary Public

State of _____ **My Commission Expires:**

Enchanting Shores Co-op., Inc.
Assignment of Exclusive Right of Possession Lease
A.K.A. Assignment of Proprietary Lease

KNOW THAT Seller(s) _____, for other good and valuable consideration do(es) hereby assign unto the Assignee all the Assignor's right(s), title, and interest in and to a certain exclusive Right of Possession Lease Agreement, a.k.a. Proprietary Lease made by Enchanting Shores Co-op, Inc., a Florida corporation to: _____
whose mailing address is, _____, dated the
_____ day of _____, 20__ leasing.

Lot # _____. Enchanting Shores Co-op, Inc., a Co-operative Mobile Park, according to EXHIBIT "A" (Plot Plan) of the Master form Exclusive Right of Possession, recorded in Official Record Book 1328, pages 1686 through 1765 and amended and restated in Official Record Book 4221, pages 2144 through 2187, of the Public Records of Collier County, Florida. To Have and To Hold the same unto the Assignee, and Assignee's executors, administrators, legal representatives, heirs, distributes, successors, and assigns, on and after the date hereof. For all the rest of the term of said lease, subject to the covenants, conditions, and limitations therein contained.

Witness whereof, the Assignor has executed this Agreement this _____ day of _____, 20__.

Witness #1 to Assignor: _____ **Assignor – Seller:** _____

Witness #1 Address: _____ City: _____ State: _____ Zip: _____

Witness #2 to Assignor: _____

Witness #2 Address: _____ City: _____ State: _____ Zip: _____

Witness #1 to Assignor: _____ **Assignor – Seller:** _____

Witness #1 Address: _____ City: _____ State: _____ Zip: _____

Witness #2 to Assignor: _____

Witness #2 Address: _____ City: _____ State: _____ Zip: _____

State of _____ **County of** _____

I HEREBY CERTIFY, that on this day before me, an Office duly authorized to take acknowledgements, personally appeared _____. Known to be the person described as the Assignee(s) in and who executed the foregoing as acknowledged before me as executed same.

Witness, my hand and official seal in the State and County aforesaid this ____ **Day of** _____, 20__

Notary Public
State of Florida My Commission Expires:

**Enchanting Shores Co-op., Inc.
Fair Housing Act
Housing for Older Persons**

Enchanting Shores CO-OP, Inc.
Board of Directors
17 Turquoise Avenue
Naples, Florida 34114

We, Buyer(s) _____ hereby acknowledge Enchanting Shores Co-op, Inc. By-Laws Article 12, **Provision of Housing for Older Persons**, governing the permanent and temporary occupancy of a unit by a fifty-five (55) years of age older person(s), in accordance to the Fair Housing Act of 1988. We, agree to adhere with the By-Laws of Enchanting Shores CO-OP, Inc. which prohibits the occupancy of any person(s) at _____, unless a fifty-five (55) years of age or older person resides during my occupancy of said property. Furthermore, we hereby understand that we may lease or rent said unit located at _____, to person(s) no less than fifty-five years of age. Any infraction of these By-Laws in Article 12 will constitute a violation of Enchanting Shores CO-OP, Inc. governing document and subject to legal action by the Board of Directors.

Witness

Witness

State of _____ County of _____

I hereby certify that on this day before me, a Notary Public, authorized in the State of Florida above to take oaths and acknowledgments, personally appeared _____ appeared to me known to be the person(s) described in and who executed the foregoing instrument.

Witness, my hand and official seal in the State and County aforesaid this ____ Day of _____, 20____

Notary Seal

Notary Public

EXHIBIT "A" TO RESOLUTION
CONSENT TO ELECTRONIC VOTING FORM

The undersigned, being an Owner or the Voting Member pursuant to the Enchanting Shores Co-Op, Inc. Bylaws for Address: _____ at Enchanting Shores Co-Op, Inc., pursuant to Florida Statutes, hereby consents in writing to **ELECTRONIC VOTING and ELECTRONIC NOTICE.**

By signing this consent form, I consent to voting electronically at meetings of the members, including elections, for *Enchanting Shores Co-Op, Inc.* to the fullest extent permitted by law, pursuant to the provisions of the Board's Resolution authorizing electronic voting, as modified from time to time. I designate the following email address and telephone number for electronic voting purposes (*please only designate one email address and one telephone number for the authorized voting representative*):

Email Address: _____

Telephone Number _____

The undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association **no later than 30 days prior** to the meeting or election in which the Owner wishes to vote by electronic means, and that all electronic votes shall be cast within the window set by the Board in advance of said meeting at which time the ability to vote electronically shall be deemed closed for that meeting or election.

Please note that your email address is necessary to participate in electronic voting. The vendor providing the electronic voting platform to the Association also needs your telephone number for its "2-Step Verification" process. Although you are providing your email address and telephone number to the Association on this form, this serves to confirm that you are NOT consenting to this information becoming part of the official records of the Association under Section 719.129 of Florida's Cooperative Act and that you are NOT consenting to the disclosure of this information to other members of the Association. The Association may, however, be required to disclose the above information in a legal proceeding pursuant to the order of a court or other tribunal, including in connection with a legal challenge to the election process or other vote of the membership.

The undersigned specifically acknowledges the requirement of Section 4.4, of the Amended and Restated Bylaws of Enchanting Shores Co-op, Inc that notices of the annual meeting must be mailed or may be delivered in person, and hereby waives any requirement for mailing or personal delivery under Section 4.4 for the annual meeting, agenda or election by agreeing hereto to accept electronic delivery of all notices, agendas and election materials.

**EXHIBIT "A" TO RESOLUTION
CONSENT TO ELECTRONIC VOTING FORM**

DISCLOSURES

The Member/Owner recognizes that the Association cannot control the practices of third parties regarding their internet communication and use of the Owner's e-mail address. As such, and as a condition of the Association's agreement to permit electronic voting, each Member/Owner who consents to electronic voting releases and waives any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses", "malware", "spyware" "cookies" and the like. By signing this form the Member / Owner consents to the Association providing their e-mail address and telephone number, as well as other information (including necessary personal identifying information) to its electronic voting service provider to the extent reasonably necessary to enable the Member/Owner to use the electronic voting platform. Such information will be safeguarded by the Association's electronic voting provider in accordance with the provider's privacy policy which the Member/Owner acknowledges as having read and accepted.

By signing or affirming below, the Member/Owner further recognizes that internet/electronic communications may be subject to failure, interruptions, or other problems due to a variety of reasons, including but not limited to Owner operator error, provider system or server failures, "spam• blockers, power outages, and the like. As such, and as a condition of the Association's agreement to permit electronic voting, each Owner who consents to electronic voting releases and waives any claim or challenge to such voting as a result of any of the foregoing or due to no fault of the Board of Directors or its management.

Eligible Voter Please Sign, Print Name and Affix Date Below:

By: _____

Print Name: _____

Date: _____

(The Remainder of This Page Is Intentionally Left Blank)