

This document contains the  
Amendments to sections 10,11,12 and  
16 that were recorded on 2/28/17

The entire bylaws - without these  
amendments can be found [HERE](#)

Prepared by and return to:  
Christopher J. Thornton, Esq.  
Treiser & Collins, P.L.  
3080 Tamiami Trail East  
Naples FL 34112

**CERTIFICATE OF AMENDMENT  
TO THE AMENDED AND RESTATED BYLAWS OF  
ENCHANTING SHORES CO-OP, INC.**

I HEREBY CERTIFY that the attached Amendments to the Amended and Restated Bylaws of Enchanting Shores Co-Op, Inc. ("Association") were duly approved, adopted and enacted by the affirmative vote of the required percentage of voting interests of the Association at a special meeting of the members called for that purpose at which a quorum was present and which meeting was properly noticed and held on the 10<sup>th</sup> day of February, 2017. The original Articles of Incorporation, Bylaws, and Master Form Exclusive Right of Possession for Enchanting Shores Co-Op, Inc. were recorded February 18, 1988 in Official Records Book 1328, page 1686, of the Public Records of Collier County, Florida, and the Amended and Restated Articles of Incorporation, Amended and Restated Bylaws, and Amended and Restated Master Form Exclusive Right of Possession for Enchanting Shores Co-Op, Inc. were recorded May 1, 2007 in Official Records Book 4221, page 2144, of the Public Records of Collier County, Florida,

Signed, sealed and delivered  
in our presence as witnesses

ENCHANTING SHORES CO-OP, INC.

By: Beverly Bunker  
Print Name: Beverly Bunker

By: Keith R. Avery  
Keith R. Avery, as its President

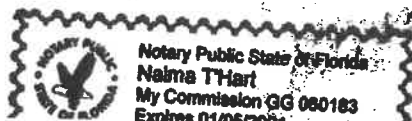
By: Cynthia Stanford  
Print Name: CYNTHIA STANFORD

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2017, by Keith R. Avery, as President of Enchanting Shores Co-Op, Inc., on behalf of the corporation, who () is personally known to me or () has produced DL as identification. If a form of identification is not inserted into the foregoing blank, then the person is known to me.

[affix notary seal]

Naima T Hart  
NOTARY PUBLIC  
Print Name: NAIMA T Hart  
My commission expires: \_\_\_\_\_



AMENDMENTS TO THE BYLAWS OF ENCHANTING SHORES CO-OP, INC.

Additions indicated by underlining. Deletions indicated by striking through.

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Amendment No 1: Sections 10 and 11 of the Amended and Restated Bylaws

10. "HOUSING FOR OLDER PERSONS" EXEMPTION. It is hereby formally declared that the Association and its members desire and intend to provide that this Cooperative qualify for the "housing for older persons exemption" (a.k.a. "Age 55 exemption") from compliance with state and federal fair housing laws that prohibit discrimination on the basis of familial status. The Association is committed to doing whatever is necessary and sufficient under the Act and the Administrative Rules to publish its intentions, and to strictly adhere to policies and procedures that qualify it for the housing for older persons exemption as defined in the Act and the Administrative Rules. To the extent lawful, in the event of irreconcilable conflict, the provisions of this Section 10. shall supersede all other provisions of the cooperative documents.

10.1 General Rule: Occupancy by Older Persons. ~~No unit shall be occupied, or be permitted to be occupied, at any given time unless at least one (1) of the occupants of the unit at that time has attained the age of fifty five (55) years. This requirement, if met, is not intended to permit occupancy by other persons of ages otherwise prohibited in Section 11. below. In consideration of the grant of Association approval required for any lease or sublease of a unit, every lessee who subleases his unit, and every sublessee, shall be deemed to have covenanted with the Association to take all reasonable steps to ensure that the restrictions in this Section 10. are met at all times during the lease or sublease term with respect to the unit. Exceptions: The general rule stated in this Section 10.1 shall not apply to any unit occupied entirely by persons who are "excepted", as described in Section 10.2 below, or "grandfathered in" as provided for in Section 10.3 below. In accordance with the Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995, and provided in parallel State or local ordinances, all as amended from time to time, at least one (1) person age fifty-five (55) and older must be the permanent occupant of each unit and residing in the unit while any other person occupies said unit. It is the intention of this provision that the age-qualifying individual(s) that customarily reside in the unit as their primary or seasonal residence will be considered the permanent occupant(s). All other occupants of the unit who reside with the age-qualifying individual(s) on a permanent basis (occupy a unit more than thirty (30) days during any calendar year), must be at least age forty-five (45) and older, and subject to any other occupancy restrictions contained in the Cooperative Documents. The age-qualifying occupant is no longer "residing" in a unit if he or she is absent for more than seven (7) consecutive days, and the Board of Directors shall have the authority to establish additional regulations to define "permanent occupancy." All guests or other non-Lessee occupants intending to remain in the Community for more than 30 days must be screened and approved in the same manner as sublessees. Guest occupancy while the age-qualifying occupant is present are limited to no more than 30 days (cumulative as to each individual guest per calendar year), no approval from the Association is required, but all such Guests shall register with the Association, and such guest occupancy may also be further regulated by the rules and regulations of the Association.~~

Guest occupancy while the age-qualifying occupant is not present are limited to no more than 7 days (cumulative as to each individual guest per calendar year), no approval from the Association is required, but all such Guests shall register with the Association, at least one of the guest occupants must be at least fifty-five (55) years of age, and such guest occupancy may also be further regulated by the rules and regulations of the Association. No persons under the age of sixteen (16) shall be permitted to use the common facilities unless accompanied by an adult. The Association shall have the right to grant hardship exceptions to the age restrictions herein, so long as the granting of an exception will not result in violating applicable fair housing standards. These standards are required in order to comply with the Fair Housing Act and the Rules, as established by the U.S. Department of Housing and Urban Development, in regard to Housing For Older Persons. The Board of Directors may establish additional policies and procedures for the purposes of ensuring that the required percentages of adult occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny the occupancy of a Unit by any person(s) whose occupancy would violate this provision.

**10.2 Persons Excepted.** The following occupancies of a unit shall be permitted, even if no other occupants of the unit have has attained the age of fifty-five years:

(A) Occupancy by a surviving spouse, or a surviving non-spouse companion, who resided with the deceased before and up to the time of the deceased's death.

~~(B) Occupancy by a person who obtains ownership of a unit by devise, inheritance, or operation of law.~~

(C) Occupancy of a unit by a person who was a record owner of legal title to that unit on September 13, 1988, and has owned it continuously since then.

~~(D) Temporary guest occupancies by relatives of the owner in the absence of the owner, as further provided for in Section 11 below, but only if the occupancies have been approved in advance by the Board of Directors, which may be withheld unless the Board is reasonably satisfied that the occupancies will not result in failure to meet the requirements for the housing for older persons exemption.~~

**10.3 Persons Grandfathered.** The general rule stated in Section 10.1 above shall not apply to the following persons, who are "grandfathered" (i.e., are automatically entitled to "grandfather status" as described in the Act) and may continue to occupy a unit, even though they are under five-five (55) years of age, provided that they meet all other requirements for occupancy under Section 11. below, and they register with the Association as provided for in Section 10.5 below:

(A) Leases. The lessee and all other occupants of a unit under a valid and approved written lease, provided that the lease was fully executed prior to the effective date of this amendment, shall obtain "grandfather" status. This grandfather status for the lessee(s) and other occupants shall apply for the duration of the lease; however, extensions of the lease may not be granted. Furthermore, this grandfather status applies beyond the duration of the lease only if the particular lessee and/or other occupants were validly occupying a unit

under a lease in the cooperative on September 13, 1988 and have resided in the unit continuously since then.

(B) Occupancies Other than Leases.

(1) Occupancy on September 13, 1988: Any owner or other person not mentioned above, who was validly occupying a unit as a residence on September 13, 1988, shall be accorded grandfather status.

(2) Occupancy as of the effective date: Any owner and other person not mentioned above, who was validly occupying a unit as a residence as of the effective date of this amendment or any subsequent amendment to the 55 and over requirements of these Bylaws, shall be accorded grandfather status.

(Sections 10.4 remains unchanged)

10.5 Registration Required.

(A) All present owners, sublessees and other occupants of units must register with the Association on or before the 90th day after the effective date of this Section from time to time as required herein or by the Board of Directors, by delivery of the items referred to in this Paragraph (A). Furthermore, no person shall attain grandfather status under Section 10.3 above unless and until the person registers with the Association, by delivery of the items referred to below. These items are as follows:

- (1) A fully completed and signed registration form to be provided by the Association; and
- (2) Documentation demonstrating proof of age as provided for in Section 10.6 below; and
- (3) In the event of a sublease, a fully executed copy of the sublease must also be delivered (if not already on file with the Association).

The Association shall distribute a registration form to all owners ~~within fifteen (15) days after the effective date of this amendment~~ from time to time. It is the responsibility of the owners of each unit, not the Association, to provide the registration materials to any lessee or other occupants of the unit for them to complete and return to the Association.

(B) The fact that one (1) occupant of a unit is under the age of fifty-five (55) years, and is excepted under Section 10.2 above, or has grandfather status under Section 10.3, does not entitle any other person to occupy the unit. ~~unless:~~

- ~~(1) At least one (1) person occupying the unit is actually fifty-five (55) years of age or older; or~~

~~(2) That other person is also accorded grandfather status under Section 10.3 above;  
or~~

~~(3) That other person has an exception under Section 10.2 above.~~

(Subsections 10.6, 10.7 and 10.8 remain unchanged)

**11. USE RESTRICTIONS.** The use of the cooperative property shall be in accordance with the following provisions:

**11.1 Units.** Except as otherwise provided herein, each unit shall be occupied by one (1) family at a time, as a residence for a single family and for no other purpose, only by such occupants as have been approved by the Association as elsewhere described herein. ~~No person who has not yet attained the age of eighteen (18) years is allowed to occupy a unit, except as expressly provided in Section 10, and this Section 11. Any time after the original screening of the Unit Owner or Sublessee, any person or persons, regardless of their relationship to the Unit Owner or occupant, desiring permanent occupancy must be screened and approved by the Board. No persons other than those specifically enumerated herein shall permanently occupy a unit. No business or commercial activity shall be conducted in or from any unit, including, but not limited to visitation of the home by clients, customers, suppliers or other business invitees or door to door solicitation of residents. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. Neither the address of the cooperative, nor of any unit, may be publicly advertised as being the address of any business or commercial activity. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business, or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.~~

**11.2 Minors.** Occupancy by minors shall be in accordance with the "Housing for Older Persons" restrictions of Section 10 hereof. ~~When a unit is occupied by the owner or sublessee, a person under the age of eighteen (18) may occupy the unit for a period not to exceed thirty (30) days. The total number of occasions for this type of occupancy in any unit is limited to three (3) in any calendar year.~~

**11.3 Guest Occupancy in the absence of the Owner.** Occupancy by guests shall be in accordance with the "Housing for Older Persons" restrictions of Section 10 hereof. ~~All guests if the owner and the owner's family members who regularly reside in the unit with the owner are temporarily absent and the unit has not been leased, the owner may permit guests to occupy the unit as follows with prior approval of the Association which approval will be withheld if the occupancies will result in the failure to meet the requirements for the housing for older persons exemption. Such guests may only occupy a unit in the absence of the owner or owner's family members for a period of not more than thirty (30) days.~~

**11.4 Subleasing of Units.** In order to foster a stable residential community and prevent a motel-like atmosphere, the subleasing of units by their owners shall be restricted as provided in this Section. All subleases of units must be in writing. A unit owner may sublease only his entire unit,

and then only in accordance with this Section, after receiving the approval of the Board. The sublessee must be a natural person. All occupants under a sublease must be screened and approved in accordance with Section 12 hereof. Occupancy by any sublessee is subject to and must comply with the "Housing for Older Persons" restrictions of Section 10 hereof. Unless an exception is approved by the Board, at least one (1) person over age fifty five (55) must occupy the unit during the sublease term. A proposed sublease shall be disapproved only if a majority of the whole Board so votes, and in such case the sublease shall not be made.

Appropriate grounds for disapproval includes, without limitation, the fact that ~~none~~ any of the proposed occupants ~~under the lease is fifty five (55) years of age or older~~ do not satisfy the Housing for Older Persons restrictions in Section 10 hereof, or any one (1) proposed occupant fails or refuses to provide adequate proof of age upon request.

**11.5 Ownership of Units.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to disapproval if ~~none~~ any of the proposed occupants would ~~be age fifty five (55) or older not satisfy the Housing for Older Persons restrictions in Section 10 hereof~~, or if the proposed purchaser fails to provide adequate proof of age upon request, if he is also to be the occupant.

(Subsections 11.6 through 11.10 remain unchanged)

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**Amendment No. 2:**

**Section 12 of the Amended and Restated Bylaws**

**12. TRANSFERS OF EQUITY RIGHTS AND OCCUPANCY RIGHTS.** The primary object of the Association is to operate and maintain its property on a mutual and cooperate basis for the housing needs of its members. Valuable equity rights arise from the purchase of a stock certificate. To the fullest degree, these equity rights are deemed transferable, either absolutely or by way of pledge. The right of the person owning equity rights to occupy a unit under a Proprietary Lease is, however, a matter of discretionary decision of the Board of Directors, and every transfer involving a change in the right of occupancy (as defined in the Proprietary Lease) is subject to prior approval of the Board of Directors. The prior approval of the Board of Directors is not required for a transfer of an interest in a unit, except in the case of a sale where the transferee desires occupancy rights. In order to maintain a community of congenial, financially responsible residents, with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of occupancy rights and subleasing of units shall be subject to the following provisions:

(Subsections 12.1 through 12.3 remain unchanged)

**12.4 Term of Sublease; Frequency of Subleasing.** The minimum sublease term is thirty (30) days and the maximum term is ~~one (1) year~~ seven (7) months. Annual subleases and any sublease longer than seven (7) months are not permitted. However, former members who have conveyed

their unit after the effective date of this amendment and subsequently become sublessees are not subject to the maximum lease term. No unit may be subleased more than once per calendar year, and no sublessee may sublease more than one unit per calendar year. No option for the sublessee to extend or renew the sublease for any additional period shall be permitted. The sublessee must be one or more natural persons. The Board may, in its discretion, approve the same sublease from year to year. No assignment of sublease rights by the sublessee is allowed.

(Subsections 12.5 through 12.7 remain unchanged)

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**Amendment No. 3:**

**Section 16.5 of the Amended and Restated Bylaws**

**16.5 Fines.** The Board of Directors may levy fines against units whose owners commit violations of the Cooperative Act, the provisions of the cooperative documents, or the rules and regulations, or condone such violations by their family members, guests or sublessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing; and
- (2) A specific designation of the provisions of these Bylaws or rules which are alleged to have been violated; and
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The amount of any proposed fine.

(B) At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the committee, by majority vote, does not agree with the fine, it may not be levied.

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