

**IMPORTANT NOTE: THIS DOCUMENT CONSTITUTES A SUBSTANTIAL REWORDING OF THE AMENDED AND RESTATED BY-LAWS. SEE PRIOR AMENDED AND RESTATED BY-LAWS, AS AMENDED, FOR CHANGES TO PRESENT TEXT.**

**SECOND AMENDED AND RESTATED BY-LAWS  
OF  
THE PARKWAY CONDOMINIUM ASSOCIATION, INC.**

These Second Amended and Restated By-Laws of The Parkway Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"), are made effective this 8th day of December, 2018.

**RECITALS:**

WHEREAS, on December 9, 1995, the Amended and Restated Declaration of Condominium (inclusive of the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws attached thereto as Exhibits) was recorded in Official Records Book 2694, Page 0053, in the Public Records of Lee County, Florida (the "Original Declaration"); and

WHEREAS, the Original Declaration, inclusive of the Amended and Restated Articles of Incorporation and Bylaws, was amended by that certain Amendment approved on December 7, 1996 and recorded in Official Records Book 2782, Page 2251; as amended by that certain Amendment recorded in Official Records Book 3202, Page 0801; and as further amended by that certain Amendment approved on April 20, 1998 and recorded in Official Records Book 04207, Page 0704 (Instrument no. 6157378), all in the Public Records of Lee County, Florida;

NOW, THEREFORE, this Second Amended and Restated By-Laws was approved by the affirmative vote of the proper percentage of members of the Association at a duly noticed Annual Members Meeting, at which quorum was present, held on December 8, 2018.

**I. IDENTITY**

These are the Second Amended and Restated By-Laws of THE PARKWAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation organized and operating pursuant to Chapter 718, Florida Statutes, as amended from time to time after the date of recording of the first Declaration of Condominium (inclusive of the first By-Laws) for The Parkway, a Condominium (the "Condominium Act"), for the purpose of administering a condominium located upon lands in Lee County, Florida, as described in the Second Amended and Restated Declaration of Condominium on file in the Public Records of Lee County, Florida. For purposes of these Second Amended and Restated Bylaws, the term "By-Laws" means these Second Amended and Restated By-Laws, as amended from time to time.

## II. OFFICE

The office of the Association shall be at 3466 Hancock Bridge Parkway, North Fort Myers, Lee County, Florida.

## III. MEMBERS' MEETINGS

**A. Annual.** The Annual Members Meeting shall be held annually each and every year commencing in 1982, on such date, at such time and at such location in Lee County, Florida, as determined by the Board of Administration (the "Board"). At each Annual Meeting, the members shall elect a Board and transact any other business which may properly come before it.

**B. Special.** Special meetings of the members may be called at any time by the President, or the Vice-President, or by a majority of the Board; it shall also be the duty of the President,

**C. Vice-President, or Board** to call such a meeting when requested to do so in writing by a majority of the members. Such meetings shall be held at the principal office of the Association or at such other place as is stated in the notice of such special meeting.

**C. Notice.** Notice of the date, time and place of all meetings, and an agenda of the meeting, shall be mailed, hand-delivered, electronically transmitted or given in any other manner permitted under the Condominium Act by the Association to each member not less than fourteen (14) days before the date of the Special Meeting or the date of the Annual Meeting. Notice of the Annual Meeting and agenda shall be posted conspicuously on the condominium property at least fourteen (14) days prior to the Annual or Special Meeting.

**D. Election of Board of Administrators.** The regular election of the Board shall occur at the Annual Meeting each year:

(a) At least sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a First Notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for the Board must give written notice of his or her intent to be a candidate to the Association at least forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Article III, Section C, above, the Association shall mail, deliver, or electronically transmit a Second Notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates in alphabetical order by surname. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of

ballots cast. A unit owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid.

(b) An election is not required unless more candidates file Notice of Intent to run or are nominated than Board vacancies exist.

(c) The Board may establish additional election rules as it deems appropriate to ensure a fair election process; provided such rules do not violate the Condominium Act. Substantial compliance with the Condominium Act and these By-Laws relative to election procedure is sufficient.

**E. Voting.** At every members meeting, the owners of each condo unit shall be entitled to cast one vote for each unit owned. Votes may be cast either in person or by Proxy; provided that unless otherwise permitted by the Condominium Act, Proxies cannot be used in electing the Board. All Proxies shall be in writing and shall be filed with the Association. Any Proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any Proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every Proxy shall be revocable at any time at the pleasure of the unit owner executing it. Voting rights shall be as provided in the Declaration. The Board shall be elected by written secret ballot or voting machine. Except for holding of the Annual Meeting for the members and the annual election of the Board, any action required or permitted to be taken at a meeting of the members may be taken without a meeting, without prior Notice, and without a vote if consented to in writing, setting forth the action(s) so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which members entitled to vote were present. If the requisite number of written consents are received by the Association within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the members. Within thirty (30) days thereafter, the Association shall send Written Notice of the action taken to all members who have not consented in writing. The Notice must fairly summarize the material features of the authorized action.

**F. Quorum.** A Quorum for the transaction of business at any such meeting shall consist of thirty percent (30%) of the membership interests of the Association, in person or by Proxy, but the members present at any meeting, though less than a Quorum, may adjourn the meeting to a future time. When a Quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written Proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act or Declaration or Articles of Incorporation of the Association requires a different vote percentage, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing, there is no Quorum requirement for an Election of Directors; provided that at least 20% of the eligible voters cast a ballot in order to have a valid election.

G. **Voter's List.** The Association shall maintain a Register showing the names and addresses of all members. Each member shall advise the Association in writing of any change in membership or address. The Association is not responsible for reflecting any change in ownership of a unit until notified in writing of such change.

H. **Order of Business.** The Order of Business at all meetings of unit owners shall generally follow the foregoing format:

- (a) Roll Call.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Report of Governing Board.
- (g) Election of Inspections of Election (when appropriate).
- (h) Election of Members of Governing Board (when required).
- (i) Unfinished Business.
- (j) New Business.

#### IV. **BOARD OF ADMINISTRATORS**

A. **Number.** The administration of the Association shall be governed by a Board of Administration composed of seven (7) Administrators. Each Administrator or candidate to be an Administrator must be a member of the Association.

B. **Term.** The Administrators shall be elected by the members at the Annual Meeting of Members. In the event of a vacancy on the Board, the Board shall appoint a replacement to serve the remainder of the term of the office vacated.

C. **Staggered Terms.** Those Administrators elected to office by the members to serve during fiscal year 1996 will, at this meeting, draw by lot for length of their terms of office.

Four (4) serving a two (2) year term.

Three (3) serving a one (1) year term.

After fiscal year 1996, the required number of Administrators will be elected by the members at the Annual Members Meeting to fill the offices of expired terms. All Administrators will be elected to serve two (2) year terms. An Administrator whose term expires may not be re-elected to the Board for that fiscal year immediately following the year of his/her expiration. Notwithstanding the foregoing term limit, if a Director is appointed by the Board to fill a vacancy on the Board, said Director is not barred from serving an additional two (2) year term on the Board immediately following the expiration of the term of the vacant directorship.

**D. Meetings.** Meetings of the Administrators may be held at such time and place as the Administrators may designate. Such meetings may be called by the President, or by the Vice President, in the absence of the President, or by a majority of the members of the Board.

**E. Notice.** Notice for any regular or special meeting, shall be given to each administrator at least five (5) days prior to the time fixed for such meeting. Notice of meetings shall be given to each Administrator, personally, by mail, by fax, by email, by text or other means of electronic communications. Meetings shall be open to all unit owners, and Notices of Meetings shall be posted conspicuously at least 48 hours in advance for the attention of unit owners, except as otherwise provided by the Condominium Act.

**F. Quorum and Manner of Acting.** A Quorum for the transaction of business at any regular or special meeting of the Administrators shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time. The act of the majority of the Administrators present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of Administrators is required by the Condominium Act, the Articles of Incorporation or the Declaration.

**G. Organizational Meeting; Election.** The Organizational Meeting of a new Board shall be held within ten (10) days' after the election of the new Administrators. The Administrators shall elect the Officers of the Association at least annually by a majority vote of the Administrators. All Officers must be members of the Association. An Officer may be removed at any time, with or without cause, by a majority vote of the full Board.

**H. Compensation.** Administrators and Officers shall receive no compensation for their services in such capacity.

**I. Seal.** The Board may, but is not obligated to, adopt a seal for the Association.

**J. Minutes.** The Minutes of all meetings of unit owners and the Board shall be kept in a book available for inspection by unit owners, or their authorized representatives, and Board Members at any reasonable time in accordance with the Condominium Act and reasonable rules and regulations adopted by the Board from time to time.

**K. Other.** The Administrators shall have whatever other powers and authority as are granted to them by the Amended and Restated Declaration of Condominium and the Laws of Florida.

L. **Committees.** The Board may, by resolution, appoint from time to time such standing or temporary committees, as the Board deems necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meetings of a committee which take final action on behalf of the Board or make recommendations to the Board regarding the Association's budget shall be open to attendance by all members and Notice of such committee meeting shall be posted in the same manner as required in Article IV, Section E, above for Board meetings. The requirements of Article IV, Section E, above shall not apply to any other committee except as stated in the preceding sentence.

## V. OFFICERS

The Officers of this Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board, and shall hold office until their successors are fully elected and qualified. One person may hold simultaneously two (2) offices, except that the office of President and Secretary shall be held by different persons.

A. **President.** The President shall preside at all Administrators' and Members' Meetings, and shall have general supervision over other Officers. He shall execute all contracts, agreements, and obligations of the Association; except, however, as such authority may be otherwise delegated by resolution of the Board, and he shall perform all other duties as are incident to his office. In case of the absence or disability of the President, his duties shall be performed by the Vice President.

B. **Secretary.** The Secretary shall issue Notices of all Administrators' and Members' Meetings, and shall attend and keep the Minutes of the same; shall attend to the giving and serving of all Notices to the Members and Administrators, and other Notices required by law; shall have charge of all of the Association's books, records and papers; shall be Custodian of the seal; and shall perform all such other duties as are incident to his office.

C. **Treasurer.** The Treasurer shall have custody of all money and securities of the corporation and shall give bond in such sum and with sureties as the Administrators may require. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records, and other papers, to the Administrators for their examination and approval as often as they may require; he/she shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association, in such depositories as may be designated by the Board, and shall disburse the funds of the Association as ordered by the board and shall perform all such other duties as are incident to his/her office.

## VI. INSPECTION OF BOOKS AND ACCOUNTS

The official records of the Association shall be open to inspection by any member of the Board at all reasonable times as is necessary for an Administrator to discharge his/her duties and responsibilities. The official records of the Association shall be open to inspection by any member in accordance with the Condominium Act and any and all reasonable rules adopted by the Board from time to time.

## VII. MANAGEMENT, OPERATION AND MAINTENANCE

A. **Authority.** The Board shall maintain, operate and manage the condominium in accordance with the provisions of these By-Laws and the Declaration; and in furtherance of such duty, the Board shall have the following authority:

1. **Control.** To exercise complete and exclusive control and management of the condo units and common areas located on the aforementioned real estate, including the ownership, use, occupancy and transfer of such condo units;

2. **Insurance.** To make payment of insurance premiums, repairs, management expenses and all other necessary or proper operating expenses of the condominium complex;

3. **Assessment.** To establish budgets and levy, assess, make and collect charges or assessments against each condo unit for its prorated share of such operating expenses (including reasonable reserves) including special assessments and individual assessments; such charges or assessments to be paid by the members not less frequently than quarterly;

4. **Maintenance.** To care for and preserve the improvements located on the aforementioned real estate (other than the interior of any apartment and the equipment therein, which are to be maintained by the individual condo unit owner);

5. **Supplies.** To purchase any supplies, equipment or other property needed for such maintenance of the improvements located on the aforementioned real estate (excluding interiors of condo units);

6. **Access.** To enter any condo units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation of the condominium property;

7. **File Suit.** To collect delinquent assessments by suit or otherwise; to abate nuisances, and to enjoin or seek damages for violation of the Condominium Act, these By-Laws, the Declaration, and the Articles of Incorporation;

8. **Employ.** The Association may contract for the management and maintenance of the Association and authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, making, adopting and revoking rules and regulations governing the condominium, the common area, common elements and condo units, enforcement of rules, levy fines, fees and suspensions, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

9. **Other.** To perform and exercise all other rights and powers not inconsistent with, and to do any other act or thing necessary or proper to carry out the purposes of, the By-Laws, the Declaration, the Articles of Incorporation and the Condominium Act.

10. **Borrowing of Money.** To borrow money for Association purposes, and assign, pledge, mortgage or encumber the common areas, common elements and Association's property and funds, including future assessments and revenue of the Association as security therefor; *provided, however*, that the affirmative vote of a majority of the members voting in person or by Proxy at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of \$100,000.00; provided that for purposes of lines of credit or other revolving loans, only the outstanding amount borrowed by the Association under said lines of credit and/or revolving loans shall be counted toward the \$100,000.00 threshold (and unused or un-borrowed amounts under said lines of credit and/or revolving loans shall not be counted toward the \$100,000.00 threshold).

11. **Emergency Powers.** To exercise emergency powers as provided in the Condominium Act.

12. **Common Areas / Common Elements.** To make improvements, additions and enhancements to the common areas, common elements, condominium property and other facilities. To acquire property, real or personal, including leaseholds, memberships and other possessory or use interests in lands or facilities, and enter into agreements with any person or entity relating to the orderly transfer of property from said person to the Association and such other matters as the Board may deem appropriate.

## VIII. ASSESSMENTS

The provisions for assessments and fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

A. **Depository.** The Association shall maintain its accounts in Federally Insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from said accounts shall be only by such persons as are authorized by the Board. The Board may invest the Association's funds in interest bearing accounts, Money Market Accounts, Certificates of Deposit, U.S. Government Securities and other similar investment vehicles, provided they are Federally Insured or backed by the full faith and credit of the United States.

B. **Budget.** The Board shall, at a meeting, adopt a budget of estimated revenues and expenses for the Association's next fiscal year. The budget must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in the Condominium Act and Reserve Accounts for Capital Expenditures Deferred Maintenance as required by the Condominium Act. A copy of the proposed budget, and a Notice stating the time, date and place of the meeting of the Board at which the budget will be adopted. The Proposed Budget shall be detailed and shall show the amounts budgeted by income and expense classifications. From time to time during the fiscal year, the Board may modify the budget of the Association for the fiscal year, and pursuant to the revised budget or otherwise the Board may, upon written Notice to the owners, change the amount, frequency and/or due dates of the assessments.



C. **Reserves.** In addition to Annual Operating Expenses, the budget must include Reserve Accounts for Capital Expenditures and Deferred Maintenance as required by the Condominium Act. The Association may adjust replacement reserves annually to take into account any changes in estimates or extensions of the useful life of a reserve item caused by deferred maintenance. This section does not apply to an adopted budget in which the members of the Association have determined, by a majority vote at a duly called meeting of the Association, to provide no Reserves or less Reserves than required by this section and the Condominium Act.

D. **Financial Reporting.** In compliance with the Condominium Act, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year on or before April 30 of each year. Within twenty-one (21) days after the final financial report is completed by the Association or received from a third party, but not later than one hundred twenty (120) days after the end of the fiscal year of the Association, the Association shall mail to each condo owner at the address last furnished to the Association by said condo owner, or hand-deliver to each condo owner, a copy of the most recent financial report or a written notice that a copy of said financial report will be mailed or hand-delivered to the condo owner, without charge, within five (5) business days after receipt of a written requests from the condo owner.

E. **Application of Payments and Commingling of Funds.** Notwithstanding anything to the contrary contained in the Condominium Act, all payments made by an owner and received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to costs and reasonable attorney's fees incurred in collection, then to any outstanding fines and other charges, and then shall be applied to the oldest delinquent assessment, regardless of whether any restrictive endorsement, designation or instruction is placed on or accompanies the payment. All monies collected by the Association may be commingled, for investment purposes only, in a single fund or divided into two (2) or more funds, as determined by the Board.

F. **Fiscal Year.** The fiscal year for the Association shall be the calendar year, unless modified by the Board.

G. **Regular Assessments.** Regular annual assessments based on the adopted budget shall be paid Quarterly (due on Jan. 1, April 1, July 1, and October 1 of each year) or such other date(s) as the Board may determine from time to time. Failure to send or receive a notice of assessments shall not excuse the obligation to pay. If an Annual Budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or credited to the next installment due. All assessments and installments thereof shall be due and payable by the members on or before 10 calendar days after the due date. Any assessment more than ten (10) calendar days past due shall bear interest at the highest rate permissible by law (currently eighteen (18%) percent per annum) from the due date thereof until paid. Assessments and installments thereof shall become due, and the member shall become liable for the assessments or installments thereof, on the date established in the By-Laws

or otherwise set by the Association for payment. Joint owners of a condo unit shall be jointly and severally liable for any assessment and other charges against the condo unit. Should any assessment remain unpaid for ten (10) calendar days after the due date, the Board of Administrators shall, without further notice or demand, take such action as it deems necessary to collect the amount so due, including the filing of a Claim of Lien. In addition to the interest collected on delinquent assessments, the Association may charge an Administrative Late Fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. The Association shall have the right to charge a dishonored check fee of Twenty-Five Dollars (\$25.00). No payment by check is deemed received by the Association until the check has cleared.

**H. Special Assessments.** In addition to other authorized Assessments, the Association, acting through its Board, may levy Special Assessments to cover unusual, nonrecurring, emergency or unbudgeted expense and capital projects. Special Assessments shall be paid in such installments or in a lump sum and on such other terms and conditions as the Board shall, from time to time, determine.

**I. Individual Assessments.** If (a) the Association, without fault, is made a party to any litigation instituted by or against an owner and/or said owner's unit, including, but not limited to, a Mortgage Foreclosure and Bankruptcy, said owner shall be responsible for all costs and expenses (including legal fees and costs) incurred by the Association in such litigation, and said costs and fees shall be considered an assessment payable solely by said owner subject to a lien, and can be collected as such in accordance with the Declaration, these By-Laws and the other Condominium Documents; and (b) any property (real or personal) owned or under the control and Management of the Association, including, but not limited to, any part of an apartment, building, common elements, condominium property and/or recreational facilities, is damaged or destroyed by the negligent or intentional acts or omissions of an owner or any of said owner's family members, invitees, guests, tenant (or the tenant's family members, invitees and guests), then said owner shall be responsible for all costs and expenses (including legal fees and costs) incurred by the Association in repairing or replacing said property, and said costs and fees shall be considered an assessment payable solely by said owner subject to a lien, and can be collected as such in accordance with the Declaration, these By-Laws and the other Condominium Documents.

**J. Fines and Suspension.** The Board may, pursuant to the Condominium Act impose fines not to exceed the maximum permissible by law and/or suspend use rights, for failure to comply with the provisions of the Condominium Documents by owners, family members, guests, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single Notice and opportunity for hearing, provided that no Fine shall in the aggregate exceed \$1,000.00 or such maximum amount as is permissible by law. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensees, invitees and tenants.

**IX. USES OF UNITS; RULES AND REGULATIONS**

The use of units and the common elements shall be subject to restrictions set forth in rules and regulations to be promulgated and amended from time to time by the Board.

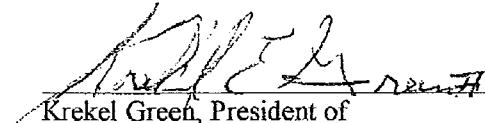
**X. AMENDMENTS**

These By-Laws may be amended by the affirmative vote of a majority of the members voting in person or by Proxy at a duly called and held meeting of the members.

**XI. CONFLICTS**

These By-Laws are intended to comply with the requirements of, and are promulgated pursuant to the Condominium Act. If these By-Laws or any provisions thereof are so construed as to be in conflict with the provisions of such statute, or of the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

IN WITNESS WHEREOF, these Second Amended and Restated By-Laws were approved by the affirmative vote of the proper percentage of members of the Association at a duly noticed Annual Members Meeting, at which Quorum was present, held on December 8, 2018.

  
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Krekel Green, President of  
The Parkway Condominium Association, Inc.