

3120180028833 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL  
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This Instrument Prepared by and Return to:  
Charles W. McKinnon, Esq.  
McKinnon & Hamilton, PLLC  
3055 Cardinal Drive, Suite 302  
Vero Beach, FL 32963  
Courthouse Box #79

**CERTIFICATE OF AMENDED AND RESTATED  
BYLAWS OF  
PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC.**

**THE UNDERSIGNED**, being the President and Secretary of **PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, hereby certify that at a duly called special joint meeting of the Board of Directors of the Association and the membership of the Association, held on April 16, 2018, in accordance with the requirements of Florida law, the Bylaws of Park Shores of Indian River Shores Condominium Association, Inc. and the Declaration of Condominium for Park Shores of Indian River Shores Condominium, as originally recorded in Official Record Book 623, Beginning at Page 0216, Public Records of Indian River County, Florida, and as subsequently amended, not less than seventy-five percent (75%) of the entire membership of the Board of Directors and not less than fifty percent (50%) of the members of the Association affirmatively voted to amend and restate the Bylaws as attached hereto.

**IN WITNESS WHEREOF**, the undersigned President and Secretary of the Association have executed this Certificate of Amendment, this 23<sup>rd</sup> day of APRIL, 2018.

**PARK SHORES OF INDIAN RIVER SHORES  
CONDOMINIUM ASSOCIATION, INC.**

By: Eugene Hynes  
President

(CORPORATE SEAL)

ATTEST:

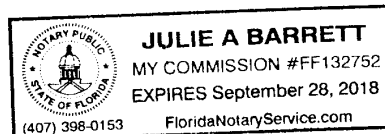
By: Mary Pat Slater  
Secretary

**STATE OF FLORIDA  
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Eugene Hynes and Mary Pat Slater, respectively the President and Secretary of Park Shores of Indian River Shores Condominium Association, Inc., who  have produced \_\_\_\_\_ as identification or who  are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 23<sup>rd</sup> day of April, 2018.

Julie Barrett  
Print Name: Julie Barrett  
Notary Public, State of Florida at Large (Affix Seal)



**AMENDED AND RESTATED  
BYLAWS OF  
PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC.**

1. IDENTITY.

These are the Bylaws of PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on March 4, 1981. The Association has been organized for the purpose of operating condominiums upon the lands described in such Articles of Incorporation.

1.1 The office of the Association will be at 5701 North A1A, Vero Beach, Florida.

1.2 The fiscal year of the Association will be from April 1<sup>st</sup> to March 31<sup>st</sup> of each year.

1.3 The seal of the corporation will bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. MEMBERS' MEETINGS.

The members of the Association will be the owners of the Units of said condominiums.

2.1 The annual members' meeting will be held in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2.2 Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary or Assistant Secretary unless waived in writing. Such notice will be in writing or sent electronically to each member at their address as it appears on the books of the Association and will be sent not less than ten (10) days

nor more than sixty (60) days prior to the date of the meeting. Proof of such transmission will be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after the meeting.

2.4. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declarations of Condominium, the Articles of Incorporation or these Bylaws.

2.5. Voting.

a. The owner of each Unit will be entitled to one vote; and if one owner owns more than one Unit they will be entitled to one vote for each Unit owned.

b. If a Unit is owned by one person, their right to vote will be established by the record title to their Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit will be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary or Assistant Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary or Assistant Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person, by proxy or electronically. A proxy may be made by any person entitled to vote and will be valid only for the particular meeting designated in the proxy and must be filed with the Secretary or Assistant Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- a. Election of chairman of the meeting
- b. Calling of the roll and certifying of proxies

- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of directors
- h. Unfinished business
- i. New business
- j. Adjournment

3. DIRECTORS.

3.1 Membership. The affairs of the Association will be managed by a board of five (5) directors.

3.2 Election of directors will be conducted in the following manner:

- a. Election of directors will be held at the annual members' meetings.
- b. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit owner entitled to vote a first notice of date of election which shall include notification that any Unit owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election, and that they may include an information sheet, no larger than 8 1/2" x 11," furnished by the candidate, to be included with the mailing of the ballot.
- c. Not less than thirty (30) days before the election meeting, the Association shall mail and deliver a second notice of the meeting to all owners entitled to vote together with a ballot and any information sheets received from candidates.
- d. Elections shall be decided by a plurality of votes cast regardless of quorum; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

e. If two or more candidates for the same position receive the same number of votes which would result in one or more candidates not serving or serving a lesser term, the Association shall conduct a runoff election in accordance with the following procedures:

- (1) The only candidates eligible for the runoff election to the Board positions are the candidates who received the tie votes at the previous election.
- (2) The notice of the runoff election shall be mailed or personally delivered to the voters, by the Board within seven (7) days of the date of the election at which the tie vote occurred. The notice shall inform the voters of the date, time and place of the runoff election and shall include a ballot and copies of any candidate's information sheets previously submitted by the run off candidates. The runoff election must be held not less than twenty-one (21) days nor more than thirty (30) days after the date of the election at which the tie occurred.

f. The election will be by ballot, voting machine or electronically. Each person voting is entitled to cast their vote for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

g. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining directors. The new Director will serve the remaining part of the term of the Director who was replaced.

h. Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created will be filled by the members of the Association at the same meeting.

3.3 The term of each Director's service is two (2) years. Terms are arranged so that either two or three Directors' terms end each year.

3.4 The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and time as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or electronically, at least three (3) days prior to the day named for such meeting.

3.6 Special Meetings of the directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting will be given personally or by mail, telephone or electronically, which notice will state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 The presiding officer of directors' meetings will be the chairman of the Board of Directors if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.11 The order of business at directors' meetings will be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment.

3.12 Directors' fees will not be paid

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit owners when such is specifically herein or elsewhere required. Those powers shall include, but not be limited to, accepting a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with the applicable Fire and Life Safety Code and the appointment of committees and delegation to such committees, those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board of Directors. Committees of the Association, as defined in Florida Statutes §718.103(7), shall conduct their meetings in the same manner as Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation unless otherwise directed by the Board of Directors.

5. OFFICERS.

5.1 The executive officers of the Association will be a President, who will be a director, a Vice President, a Secretary, and a Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2 The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of President of an association, including but not limited to the powers to appoint committees from among the members from time to time, as he, in their discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice President in the absence or disability of the President will exercise the powers and perform the duties of the President. He will also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.5 The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. He will keep the books of the Association in accordance with good accounting practices; and he will perform all other duties incident to the office of Treasurer.

5.6 No compensation will be paid to officers of the Association.

6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association will be as set forth in the Declaration of Condominium, supplemented by the following:

6.1 Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

- a. Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in their fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.
- b. Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.
- c. Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.
- d. Improvements, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Budget. The Board of Directors will adopt a combined budget for each fiscal year that will include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

- a. Current expense.
- b. Reserve for deferred maintenance.
- c. Reserve for replacement.



Copies of each budget and proposed assessments shall be transmitted to the unit owners of the condominium concerned, not less than thirty (30) days prior to the Board of Directors' meetings, at which the budgets will be considered, together with a notice of such meeting. If the budget is amended subsequently, a copy of the amended budget will be furnished to each member.

6.3 Financial Report. Within sixty (60) days following the end of the Association's fiscal year, the Board of Directors shall furnish to each unit owner a complete financial report of actual receipts and expenditures for the preceding year. The report shall show the amounts of receipts and expenses by corresponding accounts and classifications including, where appropriate, at least the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Cost for recreational facilities;
- e. Expenses for refuse collection and utility services;
- f. Expenses for lawn care;
- g. Cost for building maintenance and repair;
- h. Insurance costs;
- i. Administrative and salary expenses;
- j. General reserves, maintenance reserves and depreciation reserves;
- k. Costs and expenses of any sewage disposal system; and
- l. Costs and expenses of any roadways for access to and from public ways.

6.4 Assessments. Assessments against the Unit owners for their shares of the items of the budget will be made for the fiscal year annually in advance on or before March 20<sup>th</sup> preceding the year for which the assessments are made. Such assessments will be due in four equal installments on the first day of April, July, October and January of the fiscal year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time

by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations will be subject to the approval of the membership of the Association as previously required by these Bylaws. The unpaid assessment for the remaining portion of the fiscal year for which the amended assessment is made will be due in equal installments on the first day of each month remaining in the year for which an assessment is due.

6.5 Acceleration of assessment installments upon default. If an Unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Special Assessments. Assessments for common expenses that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice the assessment will become effective, and it will be due after 30 days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7 The depository of the Association will be such bank, banks or other financial institutions as shall be designated from time to time by the directors and in which the moneys of the Association will be deposited. Withdrawal of moneys from such accounts will be only by checks signed by such persons as are authorized by the directors.

6.8 Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall not be less than one-half (1/2) of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

6.9 Either an Audit or an Independent Financial Review shall be conducted every year and the results made available to the members. An audit shall be conducted at least every third year.

## 7. INDEMNIFICATION.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that they are or were a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably

incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that they did not act in good faith or in a manner they reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that they had reasonable cause to believe their conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that they reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that they had reasonable cause to believe that their conduct was unlawful.

To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to above, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability.

Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

#### 8. FINES.

The Board of Directors may impose fines in such reasonable sums as they may deem appropriate, not to exceed ten thousand dollars (\$10,000.00) for violations of the Declaration of Condominium, these Bylaws or lawfully adopted Rules and Regulations, by owners, their guests or tenants. Before

levying a fine pursuant to their paragraph, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. Their notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration of Condominium, these Bylaws or the lawfully adopted Rules and Regulations which have allegedly been violated; and (c) a short and plain statement of matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Upon the levy of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected Unit owner, whether the offending party or not, shall always be given notice of the hearing.

9. AMENDMENTS.

These Bylaws may be amended in the following manner:

9.1 Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by thirty percent (30%) the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

- a. not less than 75% of the entire membership of the Board of Directors; and
- b. by not less than 75% of the votes cast by the membership of the Association.