

This instrument prepared by:
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CERTIFICATE OF AMENDMENT

Amended and Restated
Declaration of Condominium of
Cape Parkway Condominium and
By-Laws of The Cape Parkway
Condominium Association, Inc.

_____ Space above line for recording _____

THE UNDERSIGNED, being the President and Secretary of **THE CAPE PARKWAY CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit ("Association"), hereby certify that the amendments set forth below were approved by the Association's members, as evidenced by a written statement or ballot manifesting the intention that such amendments be adopted. The amendments were approved and adopted by the votes indicated for the purpose of amending the Amended and Restated Declaration of Condominium of Cape Parkway Condominium and the By-Laws of The Cape Parkway Condominium Association, Inc.

The original Condominium Declaration of The Cape Parkway Condominium was recorded in Official Records Book 1731, Page 4056 *et cet.* of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium of Cape Parkway Condominium was recorded as Instrument Number 2010000207188 of the Public Records of Lee County, Florida. The original By-Laws of The Cape Parkway Condominium Association, Inc. were recorded in Official Records Book 1731, Page 4087 *et cet.* of the Public Records of Lee County, Florida. The current By-Laws of The Cape Parkway Condominium Association, Inc. were recorded as Instrument Number 2010000207188 of the Public Records of Lee County, Florida.

The following amendments were approved by the affirmative vote of at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at a membership meeting that was called for the purpose of amendment.

NOW THEREFORE, IT IS

RESOLVED, that the Amended and Restated Declaration of Condominium of Cape Parkway Condominium be, and hereby is, amended, and that the amendment is adopted in the form attached hereto as Exhibit "1" and made a part hereof; and

FURTHER RESOLVED, that the By-Laws of The Cape Parkway Condominium Association, Inc. be, and hereby are, amended, and that the amendment is adopted in the form attached hereto as Exhibit "2" and made a part hereof; and

FURTHER RESOLVED, that the Association's officers are hereby instructed and authorized to cause the aforementioned amendments to be filed of public record, together with this Certificate of Amendment.

Dated this 27 day of June, 2024.

WITNESS 1

Sign: Debra Tackett
 Print: Debra Tackett
 Address: 4006 SE 19th Place
Cape Coral FL 33904

THE CAPE PARKWAY

CONDOMINIUM ASSOCIATION, INC.

Sign: Edward Schiff
 Print: EDWARD SCHIFF
 Title: President

WITNESS 2

Sign: Eric Faust
 Print: ERIC FAUST
 Address: 810 SE 80th Ct
CAPE CORAL, FL 33990

ATTEST:

Sign: Tina Fay
 Print: TINA FAY
 Title: Secretary

STATE OF Florida
 COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of June, 2024, by Edward Schiff, as President of THE CAPE PARKWAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who (check one): ☒ is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)



Notary Public – State of Florida

Sign: Jennifer Hoagland
 Print: Jennifer Hoagland
 My Commission Expires: 6/23/28

STATE OF Florida
 COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of June, 2024, by Tina Fay, as Secretary of THE CAPE PARKWAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who (check one): ☒ is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)



Notary Public – State of Florida

Sign: Jennifer Hoagland
 Print: Jennifer Hoagland
 My Commission Expires: 6/23/28

EXHIBIT "1" TO CERTIFICATE OF AMENDMENT

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
CAPE PARKWAY CONDOMINIUM**

Sections 9.1 and 9.2 of the Amended and Restated Declaration of Condominium of Cape Parkway Condominium shall be amended as follows. Language to be added is underlined and language to be deleted is ~~struck through~~. All other provisions shall remain unchanged.

* * * * *

9.1 Association Maintenance. The maintenance, repair and replacement of all common elements of Association property shall be performed by the Association and the cost is a common expense. The same shall include, but not be limited to exterior painting, roofing and maintaining portions of the condominium property exposed to the elements, but shall not include maintenance of screen frames or screening balcony enclosures. The Association's maintenance responsibility includes, without limitation, ~~window hardware and window glass~~, unit entry doors, all electrical conduits located outside the unit, plumbing fixtures and installations located outside the unit, other installations located within a unit, but serving another unit or located outside the unit for the furnishing of utilities to more than one unit or the common elements. The Association shall be responsible for the maintenance and repair of the drywall constituting the common elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the unit. Decorations of such surfaces, including but not limited to paint, wallpapering, "popcorn" paneling, etc. are the responsibility of the unit owner. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble or destroy portions of the Condominium property, which the unit owner is required to maintain, repair and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium property as originally installed by the developer or replacements thereof of like kind and quality.

9.2 ***Unit Owner Maintenance.*** Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing), and all electrical or plumbing facilities located therein, which service only the individual unit; maintenance, repair and replacement of screen door or balcony screens (including hardware and framing) and other screens, as well as the windows, window glass, window frames, window hardware, and related fasteners (all window replacements must be approved by the Board in accordance with Section 9.3 of this Declaration and shall not materially alter the like appearance of all windows from the exterior of the condominium). The Association may paint entry doors when it is painting the entire buildings (but not at other times unless otherwise determined by the Association); Unit owners remain responsible for the maintenance, repair, and replacement of all other doors and the structural components thereof (including locks and hardware) within or servicing the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit including sinks, toilets, tubs, showers, shower pans, (including outside shower) and all related fixtures and installations; appliances; all portions of the heating and air conditioning equipment and utility installations in connection serving an individual unit (no matter where located); carpeting and other floor covering (including balcony areas); all other facilities or fixtures located or contained entirely within a unit which serve only that unit. Unit owners who have been assigned a garage shall be responsible for the repair and replacement of any and all garage door equipment and hardware. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair.

No lanai floor surface may be carpeted. Lanai floor surfaces must be tiled and sealed with an appropriate water protective membrane which seals the tile and the grout from water intrusion.

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EXHIBIT "2" TO CERTIFICATE OF AMENDMENT

**AMENDMENT TO THE
BY-LAWS OF
THE CAPE PARKWAY CONDOMINIUM ASSOCIATION, INC.**

Section 3.5 of the By-Laws of The Cape Parkway Condominium Association, Inc. shall be amended as follows. Language to be added is underlined and language to be deleted is ~~struck through~~. All other provisions shall remain unchanged.

* * * * *

3.5 ***Quorum.*** A quorum at a Members Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast ~~a majority~~twenty-five percent (25%) of the Voting Interests of the Unit Owners; provided, however, quorum requirements (or lack thereof) and requirements that a minimum number of ballots be cast for the election of Directors shall be as provided in the Act.

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F:\WPDATA\AJM\Current Matters\Cape Parkway Condo. Ass'n., Inc., The (82446.001)\2. Meetings and Amend\Membership Quorum Requirement\Amend. to Bylaws (Quorum) (001) 4.8.24.docx