

1 AMENDED AND RESTATED  
2 BY-LAWS  
3 OF  
4 WESTCHESTER CLUB HOMEOWNERS' ASSOCIATION, INC.  
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6 ARTICLE I  
7 DEFINITIONS

- 8 1.1 Association shall mean the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.,  
9 a non-profit Florida corporation.  
10 1.2 Declaration shall mean the Declaration of Covenants, Restrictions and Easements of  
11 WESTCHESTER COUNTRY CLUB HOMES to be recorded among the Public Records of Palm Beach  
12 County, Florida.  
13 1.3 Articles shall mean the Articles of Incorporation for WESTCHESTER COUNTRY CLUB  
14 HOMEOWNERS' ASSOCIATION, INC.  
15 1.4 All definitions contained in the Declaration are incorporated herein by reference.

16 ARTICLE II  
17 OFFICES

18 The principal office of the Association shall be at the office of the Association's registered agent Suite  
19 400, 1401 Ponce de Leon Boulevard, Coral Gables, Florida 33134, or such other place in ~~Dade or~~ Palm  
20 Beach County, Florida as the Board of Directors may from time to time determine.

21 ARTICLE III

22 MEMBERS AND MEMBERSHIP MEETINGS

- 23 3.1 Members. Only record owners of fee interests in a Unit may be members of the Association,  
24 and every such record owner shall be a member. When the ownership of a fee interest in a Unit  
25 changes, the previous Owner's membership shall terminate and the new Owner's membership  
26 shall begin. Within ten (10) days of receipt of the instrument transferring title to min, the new  
27 Owner shall give the Association a copy of such instrument.  
28 3.2 Transfer of Membership. A member's share in the assets of the Association and the right to  
29 membership are transferable only as an appurtenance to a Unit.  
30 3.3 Vote. The Owners of each Unit shall be entitled to one combined vote at members' meetings.  
31 The vote for each Unit owned by two or more persons shall be cast by one of its owners who has  
32 been designated as the "Voting Member" in a signed certificate filed with the Association. If a  
33 Unit is owned by a corporation or other type of entity, the entity shall designate one of its  
34 officers, directors, shareholders, partners or other person appropriate to that type of entity as  
35 the Voting Member. If a husband and wife own a Unit, no Voting Member need to be  
36 designated and either spouse may cast that Unit's vote. No Voting Member may vote during any  
37 period in which the assessment for his unit is past due or during any period which the owners of  
38 his unit are in violation of any Association rules and regulations.

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2 3.4 Annual Meeting. Each annual member' meeting shall be held not later than thirteen (13)  
3 months after the previous annual meeting. ~~The first annual meeting shall be held in the year in~~  
4 ~~which the first Unit is transferred by the Developer to a third party in the ordinary course of~~  
5 ~~business.~~ At annual meetings, officers shall give reports, election of Directors shall take place, a  
6 budget shall be adopted and the assessments for the next year determined and any other  
7 members' business properly presented to the meeting shall be transacted.

8 3.5 Special Meetings. Special meetings of the members may be called by any officer, a majority of  
9 the Board of Directors or by one third of the Voting Members.

10 3.6 Notice and Place of Meetings. Notice of all members meetings shall be given by the Secretary  
11 and shall state the time, place and purpose of the meeting. Unless notice is waived in writing,  
12 notice shall be sent to each member at his address as is appears on the books of the Association.  
13 Notice shall be sent by regular mail or shall be delivered by hand at least 10 days prior to the  
14 date the meeting is to be held. Proof of such mailing or delivery shall be by affidavit of the  
15 person who mailed or delivered it. Notice of the meeting may be waived before, during or after  
16 meetings by the signing of a waiver.

17 3.7 Quorum. A quorum at a members' meeting shall be ~~thirty percent (30%) a majority~~ of the  
18 Voting Members whether present in person or proxy, ~~as prescribed under Florida Statutes Title~~  
19 ~~XL, chapter 720, subsection 306, as may be amended from time to time.~~ In the event a quorum  
20 is not then present, then a majority of the Voting Members who are present may either:

21 (i) Adjourn the meeting to a date which is no later than seven (7) days from the date of the  
22 originally scheduled meeting, and at such rescheduled meeting ~~10 percent (10%) thirty-~~  
23 ~~three and one third percent (33 1/3%)~~ of the Voting Members shall constitute a quorum  
24 ~~(and if a quorum is not then present, then those members in attendance may again~~  
25 ~~reschedule the meeting to a time which is not later than seven (7) days from the first~~  
26 ~~rescheduled meeting, and ten percent (10%) of the Voting Members shall then~~  
27 ~~constitute a quorum); or~~

28 (ii) Take any authorized action subject to the written approval of the number of Voting  
29 Members equal to the difference between the minimum number of Voting Members  
30 necessary to constitute a quorum and the number of Voting members in attendance  
31 who voted for such action, provided the total affirmative vote is at least equal to the  
32 number which is required to authorize such action.

33 3.8 Action. Unless otherwise stated in these By-Laws, the Declaration or the Articles and unless  
34 otherwise required by Statutes of the State of Florida, the act of a majority of the Voting  
35 Members present at a meeting in which a quorum was present shall constitute the action of the  
36 entire membership. In no event may any action be taken which would affect the Developer  
37 without first obtaining the Developer's written consent thereto. Any action which could under  
38 Florida law be taking at a meeting of the member may be taken without a meeting if authorized  
39 in writing by a majority of all Voting Members and if thereafter filed with the Secretary of the  
40 Association.

41 3.9 Classes of Members. There shall be ~~one (1) class two (2) classes~~ of membership, as follows:

1 (a) Class A. ~~As long as there is a Class B membership,~~ Class A members shall be all Unit Owners,  
2 ~~other than the Developer.~~ Each Unit whose owners are Class A members shall be entitled to  
3 one vote as a members' meeting.

4 ~~(b) Class B. The developer shall be the only Class B member and shall have one vote for~~  
5 ~~every Unit it owns plus two votes for each Class A vote. Upon the earlier of the following to~~  
6 ~~occur, the Class B membership shall terminate and the Developer shall be a Class A member~~  
7 ~~with regard to the Units it owns:~~

- 8 1. ~~Thirty (30) days after the Developer terminates the Class B membership by so~~  
9 ~~notifying the Association in writing; or~~
- 10 2. ~~When the last Unit is expected to be constructed is conveyed to the purchaser.~~

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#### 11 ARTICLE IV

#### 12 DIRECTORS

13 4.1 Number. The Board of Directors shall consist of ~~no less than three (3) and no more than five (5)~~  
14 ~~five~~ persons. The number of Directors may be increased or decreased from time to time by an  
15 amendment to these By-Laws, but in no event shall there be less than three ~~(3)~~ Directors.

16 4.2 Members. All directors elected by the members must be members of the association. ~~The~~  
17 ~~foregoing shall not be applicable to Directors elected during the period of time that the~~  
18 ~~Developer is in control of the Association.~~

19 4.3 Election. Election of the Board of Directors shall be as follows:

20 (a) Election shall be by a plurality of the votes cast at the members' meeting.

21 ~~(b) The Developer shall elect all Directors until the earlier of the time when the Developer~~  
22 ~~no longer holds or intends to develop any Unit for sale to customers in the ordinary course~~  
23 ~~of business or December 31, 1998, which ever first occurs. Within sixty (60) days of the~~  
24 ~~earlier of the aforementioned times, the Developer shall call a special meeting of the~~  
25 ~~members at which time new Directors shall be elected and the Directors elected by the~~  
26 ~~Developer shall resign.~~

27 ~~(c)~~(b) Vacancies caused by death, resignation, incapacity or removal of a Director shall be  
28 filled by the remaining Directors who shall appoint a substitute to serve until the election  
29 and qualification of successors at the next annual members' meeting. ~~However, as long as~~  
30 ~~the Developer has elected any Director, the Developer shall fill any vacancy on the Board.~~

31 4.4 Term. Each Director shall serve until their successors are duly elected and qualified, until they  
32 resign or until they are removed.

33 4.5 Removal of Directors. A director may be removed from office at a members' meeting on the  
34 affirmative vote of a majority of the Voting Members for any reason deemed by the Voting  
35 Members to be in the best interest of the Association; provided, however, before any Director is  
36 removed from office, he ~~/she~~ shall be notified in writing that a motion to remove him will be  
37 made and if such Director is present, he ~~/she or she~~ shall be given an opportunity to be heard at  
38 such meeting prior to the vote on his or her removal, ~~and provided further that a Director~~  
39 ~~elected by the Developer may be removed only by the Developer and his successor named only~~  
40 ~~by the Developer.~~

41 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and  
42 place as shall be determined from time to time by a majority of the Directors and the meeting

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1 shall be open to all members of the Association. Notice of regular meetings shall be given to  
2 each Director, personally or by mail, telephone or ~~electronic mail telegraph~~ at least three (3)  
3 days prior to the day named for such notice unless such notice is waived.

4 4.7 Special Meetings. Special meetings of the Directors may be called by the President or Vice-  
5 president and must be called by the Secretary at the written request of one-third of the  
6 members of the Board of Directors. Not less than three (3) days' notice of the meeting shall be  
7 given. Notice shall be given personally, by mail, or by ~~electronic mail telegraph~~ and shall state  
8 the time, place and purpose of the meeting and the meeting shall be open to all members of the  
9 Association.

10 4.8 Quorum. A majority of the Directors shall constitute a quorum at the Directors meeting. The  
11 acts of the Board of Directors approved by a majority of the Board present at a meeting at which  
12 a quorum is present shall constitute the act of the Board of Directors.

13 4.9 Waiver of Notice. Any director may waive notice of the meeting before or after the meeting,  
14 and such waiver shall be deemed equivalent to his having received notice.

15 4.10 Presiding Officer. The presiding officer at a Board of Directors meeting shall be the President. In  
16 the President's absence, the Directors present shall designate any one of their member to  
17 preside.

18 ~~4.11 Relinquishment of Control. The Developer may relinquish control of the Board of  
19 Directors at any time is chooses by calling a special meeting of members for that purpose at  
20 which meeting the members shall elect the new Directors.~~

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21 ARTICLE V

22 OFFICERS

23 5.1 Officers. The Executive Officers of the Association shall be a President who shall be a member  
24 of the Board of Directors, a Vice-President, a Treasurer, and a Secretary. The Officers shall be  
25 elected annually by the Board of Directors and, they each may peremptorily be removed by a  
26 majority vote of the Directors at any meeting. The Board of Directors from time to time shall  
27 elect such other Officers and Assistant Officers and shall designate such powers and duties as  
28 the Board of Directors shall determine are required to manage the affairs of the Association.  
29 The Board of Directors from time to time eliminate certain of the offices enumerated hereunder  
30 and/or assign their functions to an agent. Any two or more offices may be held by the same  
31 person.

32 5.2 President. The president shall be the Chief Executive Officer of the Association. He/She shall  
33 have all of the powers and duties which are usually vested in the office of the President of an  
34 Association, including, but not limited to, the power to appoint committees from among the  
35 members and to assist in the conduct of the affairs of the Association. He/She shall preside at  
36 all meetings of the Board of Directors and of the members.

37 5.3 Vice-president. The Vice-President, in the absence or disability of the President, shall exercise  
38 the powers and perform the duties of the President. He/She shall also generally assist the  
39 President and exercise such other powers and perform such other duties as shall be prescribed  
40 by the Directors. In the event there shall be more than one Vice-President elected to the Board,  
41 then they shall be designated "First" and "Second", etc. and shall exercise powers and perform  
42 the duties of the President in such order.

- 1 5.4 Secretary. The Secretary shall send notice of meetings and keep the minutes of all proceedings  
2 of the Directors and the members. He/She shall have custody of the seal of the Association and  
3 affix the same to instruments requiring the seal when duly signed. He/She shall keep the  
4 records of the Association, except those of the Treasurer and shall perform all of the duties  
5 incident to the office of the Secretary of an Association as may be required by the Directors or  
6 the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the  
7 Secretary is absent and shall assist the Secretary.
- 8 5.5 Treasurer. The Treasurer shall have custody of all the property of the Association, including  
9 funds, securities and evidences of indebtedness. He/She shall keep the assessment rolls and  
10 accounts of the members; he/she shall keep the books of the Association in accordance with  
11 good accounting practices; and he/she shall perform all of the duties incident to the office of  
12 Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the  
13 Treasurer is absent and shall assist the Treasurer.
- 14 5.6 Vacancies. A vacancy in any office shall be filled in the manner provided for the election of  
15 officers.

## 16 ARTICLE VI

### 17 DUTIES OF DIRECTORS

18 The association shall act through its Board of Directors which shall perform all the obligations of the  
19 Association. These obligations include, but are not limited to, maintaining, repairing and replacing any  
20 property it owns or has assumed the obligation to maintain; procuring insurance on such property;  
21 servicing or hiring employees to service the property; collecting funds for the Association; keeping  
22 records of all Association affairs and presenting a statement thereof to the members at their annual  
23 meeting; managing the Association's funds; borrowing money and incurring indebtedness of Association  
24 purposes and executing all required documents in connection therewith; enforcing there By-Laws, the  
25 Articles of Incorporation and the Declaration; and adopting and enforcing such Rules and Regulations as  
26 it deems necessary.

## 27 ARTICLE VII

### 28 FISCAL MANAGEMENT

- 29 7.1 General. The following shall govern the fiscal management of the Association:  
30 a. The fiscal year shall be the calendar year.  
31 b. The cash or accrual basis method of accounting shall be used, as determined by the  
32 Board of Directors of the Association.  
33 c. All Association Income (including assessments) shall be used to pay expenses; the  
34 excess shall be held in reserve for future expenses.
- 35 7.2 Accounts. Association funds shall be held in such bank and savings accounts as the Board of  
36 Directors shall determine from time to time. Withdrawals from such accounts shall be made by  
37 checks or withdrawal requests signed by a least two of the officers of the Association.
- 38 7.3 Audit. An uncertified audit of the Association's accounts shall be prepared annually by an  
39 accountant, an auditor or a certified public account and shall be furnished to each member no  
40 later than February 1 following the year which it applies.

1 ARTICLE VIII

2 ASSESSMENTS

- 3 8.1 Fixing Assessments. The Owners of each Unit shall be obligated to pay their proportionate part  
4 of any ~~common annual~~ assessment determined by the Board of Directors in accordance with the  
5 following:  
6 a. The Directors shall prepare a proposed budget which shall include all anticipated Association  
7 expenses for the following year including, but not limited to, the costs of:  
8 1. Maintaining, repairing, replacing (if needed), insuring and servicing the  
9 property it owns or has agreed to maintain.  
10 2. Paying all taxes on the property it owns.  
11 3. Paying all utility charges for service rendered to the property it owns or  
12 has agreed to maintain.  
13 4. Hiring employees as needed.  
14 5. Establishing a contingency reserve for maintenance, repair and  
15 replacement,  
16 b. The budget shall be allocated to each Unit in accordance with the Declaration. Such sum  
17 shall be the ~~common annual~~ assessment.  
18 c. The budget shall also set forth any proposed special assessment and the date when such  
19 assessment will be considered past due.  
20 d. The budget shall set forth the due date for dues for the assessments and the date when  
21 such assessments will be considered past due.  
22 e. A copy of the budget shall be furnished to each member at least 30 days before the year to  
23 which it applies.  
24 8.2 Liens. If any Assessment is unpaid, the Association may file a Claim of Lien against the Unit  
25 whose Owners are delinquent and such lien may be foreclosed in the same manner as a  
26 mortgage. The Association may also bring an action at law against the delinquent Owner  
27 personally.

28 ARTICLE IX

29 INDEMNIFICATION OF OFFICERS AND DIRECTORS

30 The Association shall indemnify every Director and every Officer of the Association against all expenses  
31 and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with  
32 any proceeding in which they may become involved by reason of being or having been a Director or  
33 Officer of the Association, whether or not they are a Director or Officer at the time such expenses are  
34 incurred. However, if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in  
35 the performance of his duties, the aforementioned indemnity shall not be applied. The indemnification  
36 shall apply to any settlement which the Board approves as being in the best interest of the Association.  
37 The foregoing right of indemnification shall be in addition to and not exclusive of all rights of  
38 indemnification to which such Director or Officer may be entitled by statute or common law.

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ARTICLE X

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest shall be invalid, void, or voidable solely for this reason or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact the he/she is, or may be interested in any such contract or transaction.

ARTICLE XI

PARLIAMENTARY RULES

Robert’s Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XII

AMENDMENTS

- 12.1 These By-Laws may be amended in the manner provided in the Articles of Incorporation.
- 12.2 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any approved mortgage ~~or the rights of the Developer~~ unless such approval has been evidenced by the written consent of an approved Mortgagee ~~or the Developer~~.

ARTICLE XIII

MASTER ASSOCIATION

The provisions of these By-Laws are subject to the (a) Declaration of Covenants, Conditions and Restrictions of Westchester recorded in Official Record Book 3996, at page ~~300303~~, of the Public Records of Palm Beach County, Florida, and (b) Articles of Incorporation of Westchester Community Master Association, Inc., (“Master Association”), a non-profit Florida corporation, as they may exist from time to time, and (c) By-Laws of the Master Association, as they may exist from time to time, and the provisions of such Declaration, Articles and By-Laws shall prevail in case of any inconsistency of conflict between these By-Laws and the provisions of any said instruments.

Adopted by unanimous consent of the Board of Directors on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Secretary

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MRTA FINAL DRAFT

