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Amended and Restated  
**Bylaws**  
of  
WESTCHESTER GARDENS AT THE PLANTATION

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This instrument prepared by:  
Sharon S. Vander Wulp, Esquire  
Sharon S. Vander Wulp, P.A.  
712 Shamrock Blvd.  
Venice, Florida 34293

AMENDED AND RESTATED  
BYLAWS  
of



WESTCHESTER GARDENS CONDOMINIUM ASSOCIATION, INC.

A non-profit corporation existing  
under the laws of the State of Florida

**WHEREAS**, the original Declaration of Condominium of WESTCHESTER GARDENS AT THE PLANTATION., was recorded at Official Records Book 1476, Page 947, et seq., of the Public Records of Sarasota County, Florida, and

**WHEREAS**, a significant package of amendments was recently approved by not less than fifty-one percent (51%) of the entire membership, at the properly held members meeting held on the 18th day of February, 2009.

**NOW, THEREFORE**, WESTCHESTER GARDENS CONDOMINIUM ASSOCIATION, INC., does hereby amend and restate the Bylaws and does hereby resubmit the changes described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

**(Substantial Rewrite of the Bylaws. Se the original Bylaws and prior Amendments for current text.)**

I. IDENTITY

1. IDENTITY. These are the Bylaws of WESTCHESTER GARDENS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on September 19, 1980. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing WESTCHESTER GARDENS AT THE PLANTATION, a



Condominium (herein the "Condominium"), which is located upon certain lands in Sarasota County, Florida.

2. PRINCIPAL OFFICE. The principal office of the Association shall be located at Westchester Gardens at The Plantation, Venice, Florida. The address of the principal office may be changed at the discretion of the Board of Directors.

3. The fiscal year of the Association shall be the calendar year.

4. The seal of the corporation shall 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:

## II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to any of the Condominium Units in any section of Westchester Gardens at The Plantation which is maintained and operated by the Association, which interest is evidenced by a duly recorded proper instrument in the public records of Sarasota County, Florida, shall automatically be members of this Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHT. Each Condominium Unit shall have the voting rights provided in the Articles of Incorporation and Declaration of Condominium and any such vote may be cast in person or by mail or by limited proxy executed in writing and filed with the secretary.

3. ANNUAL MEETING. An annual meeting of the members shall be held at the clubhouse of the Association or at such other place within said County as may be designated by the Board of Directors and shall be held on such day in the month of February and at such hour as may be designated by the Board for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the Board of Directors, or by a written request of a majority of the voting interest, for any purpose and at any time within Sarasota County. Notice of special meetings shall be mailed at least fourteen days before such meeting to each member at his address as shown in the Association records, which notice shall state the purpose of such meeting.



5. QUORUM. One-third of the voting interest represented in person, by written ballot or vote, or by limited proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A majority of all voting rights present in person, by written ballot or vote, or by limited proxy shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, Declaration of Condominium, Articles of Incorporation or these Bylaws. Any unit owned by the Association shall not be considered for purposes of establishment of a quorum, casting a ballot in the election of directors, voting, or for providing a consent.

6. NOTICE OF MEETINGS. Notice of meetings of the members stating the time, and place, identification of agenda items and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be, in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than 14 days nor more than 60 days prior to the date of the meeting. Each member bears the responsibility of notifying the Association of any change of address. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice will also be given by posting a copy of such notice at a conspicuous place on the condominium property at least 14 continuous days prior to the date of the meeting. Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

7. PROXIES. Votes may be cast in person or by proxy. Unit Owners shall not vote by general proxy but may vote by limited proxy except as provided in the Condominium Act. Any person who has reached his majority may be named a proxy. A person named a proxy need not be a Unit Owner. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than 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 person executing it. An executed photographic, photo static, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; to waive financial statement requirements; to amend the declaration; to amend the articles of

incorporation or bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. Proxies shall in no event be used in electing the Board of Directors.

8. 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. Notice of the newly scheduled meeting need not be given in the manner required for the giving of notice of a meeting so long as the time, date and place of the reconvened meeting is announced at the adjourned meeting.

9. THE ORDER OF BUSINESS at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Call for ballots not yet cast to be collected.
- (b) Election of directors.
- (c) Election of inspectors of election.
- (d) Election of chairman of the meeting.
- (e) Calling of the roll and certifying of proxies.
- (f) Proof of notice of meeting or waiver of notice.
- (g) Reading and disposal of any unapproved minutes.
- (h) Reports of officers.
- (i) Reports of committees.
- (j) Unfinished business.
- (k) New business.
- (l) Adjournment.

Such order may be waived in whole or in part at the direction of the President or the Chairperson.



10. MINUTES OF MEETING. The minutes of all meetings of Unit Owners shall be kept available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

11. ACTION WITHOUT A MEETING. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action 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 of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) 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 by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

12. UNIT OWNER RIGHTS. Unit Owners shall have the right:

(a) To participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the Board may permit a Unit Owner to speak on such items.

(b) To tape, record or videotape a meeting of the Unit Owners subject to rules as promulgated by the Board of Directors.

### III. BOARD OF DIRECTORS

1. POWERS. The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities



as provided in the Declaration of Condominium, Articles of Incorporation and the Florida Condominium Act.

2. NUMBER. The number of Directors shall be designated by resolution of the membership from time to time but shall in no event be less than three Directors. Each shall be a member of the Association, a spouse of a member, or a person exercising the rights of an Owner who is not a natural person. No more than one person per unit may be a director at any given time. All Directors shall act without compensation unless otherwise provided by resolution of the membership. Each Director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of Directors serving on the Board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members.

3. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board.

4. SPECIAL MEETINGS. Special meetings of the Board may be called by the president or a majority of the Directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed or delivered to each Director at his address shown in the Association records at least forty-eight (48) hours before such meeting, unless such notice is waived by any Director or Directors. Notice of all meetings of the Directors, except the annual meeting and emergency meetings shall be posted conspicuously on the Condominium property at least seven (7) days in advance of the meeting. All meetings of the Board shall be open to all members.

5. QUORUM. A majority of the Directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. The vote of a majority of Directors present shall decide any matter before the Board, except as may be otherwise required in the Articles of Incorporation, Bylaws or the Declaration of Condominium.

6. REMOVAL. Any Director may be removed by a majority vote of the membership at a special meeting called for that purpose or by written recall agreement and the vacancy created thereby shall be filled in the manner required by Florida law.

7. LIABILITY AND INDEMNIFICATION. Directors shall not be liable to the members for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each Director against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith or contrary to the



provisions of the Declaration or these Bylaws. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

8. ELECTION OF DIRECTORS. Election of Directors shall be conducted in the manner outlined in Chapter 718.112, F.S., and the Florida Administrative Code.

9. REMOVAL OF DIRECTORS. Any Director may be removed by the concurrence of majority of the votes of the entire membership at a special meeting of the members called for that purpose, or by a written agreement. The vacancy in the Board of Directors so created shall be filled by vote of the members of the Association at the members' meeting, if one is called. The question shall be determined separately as to each director to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. A written agreement for recall of a director shall not be valid for more than 120 days after it has been signed by the member.

10. ABANDONMENT OF DIRECTOR'S POSITION. A director who is more than thirty (30) days delinquent in the payment of regular or special assessments shall be deemed to have abandoned his position as director and the Board of Directors shall fill this vacancy.

11. UNIT OWNER'S RIGHTS. Unit Owners have the right:

(a) to attend all meetings of the Board of Directors and any committee thereof at which a quorum of the members of the committee are present. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the Board may permit a Unit Owner to speak on such items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements at Board meetings and committee meetings.

(b) to tape record or video tape meetings of the Board of Directors subject to rules as promulgated by the Board of Directors.

(c) to place an item on the agenda for a Board of Director meeting by presenting the Board with a petition signed by not less than twenty (20%) percent of the voting interest. The Board shall hold a Board meeting within sixty (60) days of receipt of the petition and place the item for discussion on the agenda of that Board meeting.

12. NOTICE OF BOARD MEETINGS TO UNIT OWNERS. Written notice of Board meetings to Unit Owners is required for:



(a) Board of Director's meetings: Notices of all meetings of the Board of Directors shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken upon an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

(b) Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Directors will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than fourteen (14) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

(c) Special Assessment Meeting. Written notice of any meeting at which special assessments, or at which amendments to rules regarding unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The special assessment notice shall state that assessments will be considered, the purpose of the assessment, the estimated cost for the project and a description of the work to be performed.

13. WAIVER OF NOTICE. Any director may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such director.

14. DIRECTORS MAY NOT VOTE BY PROXY. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. A director who abstains from voting shall be presumed to have taken no position with regard to the action. A vote or abstention for each director present shall be recorded in the minutes.

15. MINUTES OF MEETINGS. The minutes of all meetings of the Board of Directors shall be kept available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.



16. EXECUTIVE COMMITTEE. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the unit owners to meet the common expenses of the Condominium, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Condominium property, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

16.1 OTHER COMMITTEES. The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

16.2 BUDGET COMMITTEE; COMMITTEES AUTHORIZED TO TAKE FINAL ACTION. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

17. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required.

(a) Operating and maintaining the common elements, limited common elements and Association Property.

(b) Determining the common expenses required for the operation of the Condominium and the Association.

(c) Collecting the assessments for common expenses from unit owners.



(d) Employing and dismissing the personnel necessary for the maintenance and operation of the common elements.

(e) Adopting and amending rules and regulations concerning the operation and use of the Condominium property.

(f) Maintaining accounts at depositories on behalf of the Association

(g) Purchasing, leasing or otherwise acquiring units or other property in the name of the Association, or its designee.

(h) Purchasing units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with units acquired, and subleasing units leased, by the Association, or its designee.

(j) Obtaining and reviewing insurance for the Condominium property.

(k) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Purchasing or leasing units for use by resident superintendents, managers or other similar persons.

(n) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements or the acquisition of property, and granting mortgages and/or security interests in Association owned property.

(o) Contracting for the management and maintenance of the Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the

Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(p) All contracts for the purchase, lease or rental of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

(q) At its discretion, authorizing unit owners or other persons to use portions of the common elements for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, not to exceed the maximum amount permitted by law in any one case.

(t) Adopting hurricane shutter specifications for the condominium, which shall include color, style, and other factors, deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

(u) Convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

#### 17.1. EMERGENCY BOARD POWERS.

In the event of any "emergency" as defined in Section 5(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other



emergency powers authorized by Sections 718.1265, 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(c) During any emergency the Board may hold meetings with notice given only to those directors and members with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. including publication, radio, U.S. mail, internet, public service announcements and conspicuous posting on the condominium property. The member(s) or director(s) in attendance at such a meeting shall constitute a quorum.

(d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or

(5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

#### IV. OFFICERS

1. NUMBER. The officers shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as may be deemed necessary may be elected by the Board of Directors. The president and secretary may not be the same person. All officers, except the secretary, can hold more than one office. Officers must be members of the Association or a person exercising the membership rights of a Unit Owner which is not a natural person. The president must be a member of the Board of Directors. All officers shall act without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the Board of Directors at the first meeting of Directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the Board of Directors.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. The president shall preside at all meetings of the members and of Directors. The president shall sign all documents and instruments on behalf of the Association.

4. VICE-PRESIDENT. In the absence of the president, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice-president shall perform such other duties as may be designated by the Board of Directors.

5. SECRETARY. The secretary shall countersign all documents and instruments on behalf of the Association, record the minutes of meetings of members and Directors, and give notices required by these Bylaws. The secretary shall have custody and maintain the records of the Association, other than those maintained by the treasurer,



and coordinate with the Management Company the compilation of current listing of homeowners, local and out-of-town addresses and telephone numbers.

6. TREASURER. The treasurer shall have the responsibility of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain financial records of the Association which shall be available for inspection by any member during the business hours on any week day. At the discretion of the Board of Directors, the functions of the treasurer may be delegated to and performed by a financial institution or the Management Company, located in Sarasota County, in which event, no bond will be required.

7. REMOVAL. Any officer may be removed by a majority vote of the Board of Directors called for that purpose and the vacancy thereby created shall be filled by an election by the remaining Directors at the same meeting.

8. ABANDONMENT OF OFFICER'S POSITION. An officer who is more than thirty (30) days delinquent in the payment of regular or special assessments shall be deemed to have abandoned his position as officer and the Board of Directors shall fill this vacancy as provided for in paragraph 7, above.

#### V. CONTRACTS AND FINANCES

1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by an officer or officers, or any agent of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

5. FINANCIAL AUDITS. The financial records of the Association shall be prepared and presented to the membership in the manner required by the Condominium Act.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

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

(a) Current expense, which shall 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, to additional improvements or to operations. The estimated balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Statutory Reserves. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

(c) Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

(d) Reserve for deferred maintenance, shall include funds for maintenance items that occur less frequently than annually.

(e) Reserve for replacement, shall include funds for repair or replacement required because of damage, depreciation or obsolescence.



(f) Betterments, shall include the funds to be used for capital expenditures, for additional improvements or additional personal property that will be part of the common element.

(g) Operating Reserves. In addition to the statutory reserves described in Section 7.1(b) above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

(h) Commingling. All funds shall be maintained separately in the Association's name. Reserve or operating funds of the Association may be commingled for purpose of investment, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under Florida law and no agent, employee, officer, or director of a condominium Association shall commingle any Association funds with his funds or with the funds of any other condominium Association or community Association as defined in the Florida Statutes.

6.2 BUDGET. The Board of Directors shall prepare and adopt a proposed budget of common expense for the Condominium. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the membership meeting at which the budget will be adopted, shall be mailed to or served on the Owners of each Unit not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications. The budget, including revisions or modifications that may be properly proposed at the membership meeting, must be approved by a majority of the members present, in person and by proxy, at the meeting. If a membership meeting has been called to adopt the budget and a quorum is not attained, or a substitute budget adopted, the budget adopted by the Board shall go into effect as scheduled.

6.3 ASSESSMENTS. Assessments against the members for their proportionate shares of the annual budget shall be made by the Board of Directors quarterly in advance on or before the 15th day of the last month preceding the calendar quarter for which the assessments are made. Such assessments shall be due and payable on the first day of the calendar quarter for which they are made. If a quarterly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the quarterly assessment proves to be insufficient, the assessment may be amended at any time by the Board of Directors if the assessments for the year to date do not exceed the annual budget for that year. Any assessments that do



exceed such limitation shall be subject to the majority approval of the membership of the Association. The unpaid portion of the amended assessment shall be due upon the first day of the month next succeeding the month in which the amended assessment is made or as otherwise provided by the Board of Directors.

6.4 SPECIAL ASSESSMENTS. Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 11(c) above; and the notice to the Owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) and any excess funds shall be allocated by the Board as provided by law.

6.5 THE DEPOSITORY of the Association shall be in such bank or institutions as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.6 FIDELITY BONDS. The Association shall obtain and maintain in an amount not less than required by law fidelity bonding for the President, Secretary and Treasurer of the Association and those individuals authorized to sign checks. The Association shall bear the cost of bonding.

6.7 FINANCIAL REPORTS. In accordance with Section 718.111(13) of the Condominium Act, not later than ninety (90) days after the close of each fiscal year, the Board shall distribute to the owners of each unit a financial document, at the level required by the Condominium Act, showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis performed, which shall be sent to the members within ninety (90) days of the end of the fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each Unit Owner a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

## VI. AMENDMENTS

1. AMENDMENTS. Except as otherwise specifically provided herein, these Bylaws may be amended only in the manner hereinafter set forth.



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

3. RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least twenty percent (20%) of the members of the Association.

4. VOTE. Members not present in person at the meetings considering the amendment may express their vote in writing, by limited proxy, providing such vote is delivered to the Secretary at or prior to the meeting. An affirmative vote of not less than a majority of the entire membership of the Association is required to effect the change to these Bylaws.

5. EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

## VII. REGULATIONS

The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the Condominium, and restrictions upon and requirements respecting the use and maintenance of the Units and of the common elements of the Condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all Unit Owners, to protect property values and maintain a high quality of life, and to prevent unreasonable interference with the use of the Units and the common elements, as shall not be inconsistent with the Florida Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such rules and regulations shall be furnished to each Unit Owner and subsequent purchasers of Units and shall be posted and remain available in the offices of the Association.

IN WITNESS WHEREOF, the undersigned has signed and sealed these Bylaws the 3rd day of December, 2009.

ATTEST:

WESTCHESTER GARDENS CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
as Secretary

By: [Signature]  
DONALD WIENKE, as President

WITNESSES:

[Signature]

[Signature]

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared DONALD WIENKE, as President, and [Signature], as Secretary, of WESTCHESTER GARDENS CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing AMENDED AND RESTATED BYLAWS FOR WESTCHESTER GARDENS CONDOMINIUM ASSOCIATION, INC., on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Bylaws and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 3rd day of December, 2009.

LISA SIMPSON

Printed Name of Notary:

[Signature]

Notary Public

Commission #



LISA SIMPSON  
MY COMMISSION # DD-586984  
EXPIRES: December 19, 2010  
Bonded Thru Budget Notary Services

My Commission expires: