

**AMENDED AND RESTATED BY-LAWS  
OF  
WYCLIFFE COMMUNITY ASSOCIATION, INC.**

**ARTICLE I**

**Name, Principal Office, and Definitions**

Section 1. Name. The name of the Association shall be Wycliffe Community Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Florida shall be located at 4150 Wycliffe Country Club Boulevard, Wellington, Florida 33449. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wycliffe Community Association (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

**ARTICLE II**

**Association: Membership, Meetings, Quorum, Voting, Proxies**

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A", Class "B", as more fully set forth in the Declaration. The terms of the Declaration pertaining to such membership classes are specifically incorporated herein by reference.

Section 2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place in Palm Beach County convenient to the Members as may be designated by the Board of Directors, either within the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The annual meetings shall be set by the Board of Directors so as to occur prior to the close of the Association's fiscal year on a date and time set by the Board of Directors. The exact time, date and place of such annual meeting shall be as determined by the Board of Directors from time to time.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association (i) if so directed by resolution of a majority of a quorum of the Board of Directors, or (ii) upon receipt of a petition signed the Members representing at least twenty-five percent (25%) of the total votes of the membership of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, or via electronic transmission as set forth below, to each Member entitled to vote at such meeting, not less than fourteen (14) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting except in an emergency. Notices of all meetings must be posted in a conspicuous place in the community concurrently with the notice to the Members except in an emergency. The Association in addition to posting notices, may broadcast notices on a closed circuit television system, provided that the broadcast is made at least four (4) times every broadcast hour of each day that a posted notice is required. For purposes of this section, an emergency includes instances in which there is an immediate threat to the continued well being of Association property or members of the Association, financially or otherwise.

In the case of a special meeting, when required by Florida Statutes or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to each Member at his or her address as it appears on the records of the Association, with postage thereon prepaid or sent via electronic transmission.

Notice of Members Meetings Via Electronic Transmission (e-mail): The Association may, instead of mailing or, personally delivering notice of Members meetings, give such notice via electronic transmission (e-mail) to those Members consenting in writing to receive such notice via e-mail. If a Member consents to receive notice via e-mail, the e-mail notice shall be instead of mailing or personal delivery – the Association shall not be required to give notice by both methods. The Association Board may implement a procedure and forms for Members to consent in writing for receiving notices via e-mail. Members shall strictly adhere to the Board's procedures. Notice shall be deemed given when the e-mail is sent – the Association is not responsible for receipt. Documents are deemed included with the notice if attached to the e-mail regardless of whether the recipient can open the attachment. The Association is not responsible as to whether the recipient can open attachments. However, if a Member cannot open the attachment, the Association will provide the Member with a paper copy of the attachment upon request. Any Member who consents to receiving notices via e mail may thereafter withdraw the consent. The withdrawal of consent shall be in writing delivered to the Association office in accordance with the procedures of the Board. The procedures may include requiring a form to be completed. If the recipient is called upon to vote on a matter, the Association may require the vote to be submitted via personal delivery or U.S. Mail. Members consenting to receive notice via e-mail are required to strictly follow any procedures required by the Association. Pursuant to Chapter 720 of the Florida Statutes, the Association is required to maintain as part of the Official Records the e-mail addresses of Members consenting to receive notice via e-mail however the e-mail addresses of Members may not be disclosed to the membership.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the

Association, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless object to the calling or convening of the meeting for which proper notice was not given is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to have less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total Members remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may not vote by general proxy but may vote by limited proxy in accordance with the procedures adopted by the Board of Directors. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Declaration, Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the Owners.

Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which, it was given. A proxy is revocable at any time at the pleasure of the Member who executes it.

Section 10. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of the Members constituting thirty percent (30%) of the total Membership of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the

meeting. Any Owner who personally attends a Members meeting or Board meeting may tape record or videotape the meeting. Such tape recording or videotaping shall not interfere with the meeting, shall not interfere with the Board, and shall be subject to any rules and policies of the Board.

Section 12. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members of the Association, may be taken without a meeting if written consent setting forth the action so taken is signed by the Members casting the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present.

### **ARTICLE III**

#### **Board of Directors: Number, Power, Meetings**

##### **A. Composition and Selection**

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, trust or limited liability company, the person designated in writing to the Secretary of the Association as the representative of such corporation, trust or partnership shall be eligible to serve as a director.

Section 2. Number of Directors. The number of Directors in the Association shall be fifteen (15) as provided in Section 3 below.

Section 3. Selection and Term of Office. Notwithstanding any other provision contained herein, at the annual meeting each District shall select, either by election, appointment or otherwise, one (1) director for each District contained in the Development Plan and the Class "B" Member shall select one (1) director for a total of fifteen (15) Directors. No more than one (1) director shall be selected from any District. At all times, at least one (1) director shall be an appointee of the Class "B" Member. Each director shall be selected to serve a term of one (1) year.

The directors selected by the Districts shall hold office until their respective successors have been selected in accordance with the procedures set up by each District Association or District Committee. Directors may be selected to serve any number of consecutive terms.

Section 4. Removal of Directors and Vacancies. Any director selected by a District or the Class "B" Member, may be removed with cause, by the vote of the Directors holding a majority of the Board of Directors. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then be selected by the District or the Class "B" Member, as appropriate, as soon as possible thereafter to fill the vacancy for the remainder of the term of such director provided such successor is an Owner of a

Unit within the same District of the director that was removed, or in the case of the Class "B" Member director, a current director or officer of Wycliffe Golf and Country Club, Inc.

Any director selected by a District or the Class "B" Member who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, to the extent permitted by Florida Statutes, as amended from time to time. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and a successor may be selected by the District or the Class "B" Member, as appropriate, as soon as possible thereafter, provided such successor is an Owner of a Unit within the same District of the director that was removed, or in the case of the Class "B" Member director, a current director or officer of Wycliffe Golf and Country Club, Inc. Any successor director shall serve for the remainder of the term of the director who vacated the position.

#### B. Meetings.

Section 1. Organizational Meeting. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Owner at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, as an alternative to posting or mailing the notice, the notice for a meeting may be accomplished by publication or by posting and the continuous broadcast of notices on a closed circuit television system, provided that the broadcast is made at least four (4) times every broadcast hour of each day that a posted notice is required.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by written notice by first class mail, postage prepaid; or (c) by telegram, charges prepaid. All such notices shall be sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, or telegraph shall be delivered, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. Notices of all special Board

meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each special Board meeting must be mailed or delivered to each Owner at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, as an alternative to posting or mailing the notice, the notice for a meeting may be accomplished by publication. The Association in addition to posting notices, may broadcast notices on a closed circuit television system, provided that the broadcast is made at least four (4) times every broadcast hour of each day that a posted notice is required.

Section 4. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such and may not in any other way benefit financially from service to the Association except to the extent permitted by Florida Statutes, as amended from time to time; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings requiring a vote occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all directors are able through telephone connection to hear and be heard. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

Any Owner who personally attends a Members meeting or Board meeting may tape record or videotape the meeting. Such tape recording or videotaping shall not interfere with the meeting, shall not interfere with the Board, and shall be subject to any rules and policies of the Board.

Section 8. Open Meetings. Except as otherwise provided herein, all meetings of the Board, except for meetings with the Association's legal counsel with respect to pending or proposed litigation and meetings of the Board held for purpose of discussing personnel matters, as provided by Florida law, shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the membership generally.

The Board of Directors may delegate to an executive committee consisting of not less than five (5) current Directors, who shall consist of the President, Vice President, Secretary, Treasurer and one (1) additional Director to be selected by a majority vote of the Board of Directors, the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent, in-house manager or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of annual budgets in accordance with generally accepted accounting principles in which there shall be established the Base Assessment of each Owner to the Common Expenses and District expenses;
- (b) making assessments to defray the Common Expenses and District expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the Base Assessment; provided, unless otherwise determined by the Board of Directors, the Base Assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of the first month of each quarter;

- (c) providing for the operation, care upkeep and maintenance of the Areas of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Areas of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in an insured financial institution in insured accounts or insured certificates of deposit which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited in depositories other than banks as shall be determined by the directors in their best business judgment in one or more insured financial institutions in insured accounts or insured certificates of deposit;
- (f) making and amending rules and regulations respecting the Areas of Common Responsibility as well as the individual Units and the actions of Members;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations adopted by it and bringing any proceeding which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying Officers and Directors insurance and insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the opening development or operation of the Properties.

Section 2. Management Agent.

- (a) The Board of Directors may employ for the Association or contract for a professional management agent, in-house manager or manager at a compensation



established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize or contract with a managing agent for management services. The Board of Directors or the executive committee may delegate to the managing agent, in-house manager or manager, subject to the Board's or executive committee's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 1 of this Article or as stated in the Declaration.

- (b) Any management contract must permit termination by either party with or without cause and without termination fee upon not more than ninety (90) days written notice to the other party.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association; provided, however, nothing herein shall prohibit the managing agent from earning commissions for services performed by the managing agent in leasing Units on behalf of the Owners of such Units;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) financial reports shall be prepared for the Association at least quarterly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) a delinquency report listing all Owners who are delinquent in paying the quarterly installments of Base Assessments and any other assessments which they may have been assessed at the time of the report and describing the status of any action to collect such installments which

remain delinquent (A quarterly installment of the Base Assessment shall be considered to be delinquent on the date it is due. Other assessments shall be considered to be delinquent on the fifteenth (15th) day after delivery or attempted delivery of notice of such assessment to the Owner, unless otherwise determined by the Board of Directors); and

- (g) an annual report consisting of at least the following shall be prepared annually: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared in accordance with Florida Statutes, as amended from time to time, by an independent public accountant. Members will be provided written notice that a copy of the report is available at the Association's office at no charge.

**Section 4. Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Areas of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, however, the Board shall comply with all provisions of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the current year's budget (excluding reserves and the amounts of budgeted capital expenditures).

**Section 5. Board Expenditures.** The Board of Directors shall be authorized to make all expenditures within the approved budget for that fiscal year. The Board may amend the budget from time to time, where such budget amendment is necessary for required maintenance, repairs or emergencies. Any non-budgeted expenditures for capital improvements in excess of Two Hundred and Fifty Thousand (\$250,000.00) Dollars in the aggregate in any twelve-month period, which are not emergencies nor are required maintenance or repairs, shall require approval of a majority the votes cast at a duly convened meeting of the membership at which a quorum exists.

**Section 6. Rights of the Association.** With respect to the Areas of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, and other agreements with trusts, condominiums, cooperatives, or Districts and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the directors.

**Section 7. Enforcement.** The Board shall have the power to impose reasonable fines, and any fine which exceeds \$1,000 in the aggregate shall constitute a lien upon the property of the violating Owner, and to suspend the right of an Owner, or an Owner's tenants, guests, or invitees or both to use the Common Property and facilities for violation of any duty imposed under the Declaration, these By-Laws, or any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to impair

ingress or egress to or from a Unit. Using the automatic vehicle access lane is a privilege and not a right, and the Association may suspend rights to use the automatic vehicle access lane. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a Rule or Regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or Rule or Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing. Fines imposed on the basis of a continuing violation may exceed \$1,000.00 but shall not exceed \$5,000.00 in the aggregate. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

- (a) Notice. Prior to the imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request for a hearing before the Covenant Enforcement Committee for a hearing. If the Covenant Enforcement Committee by majority vote does not approve the sanction stated in the notice it shall not be imposed.
- (b) Hearing. If a hearing before the Covenant Enforcement Committee is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Covenant Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.
- (c) Appeal. Following a hearing before the Covenant Enforcement Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.
- (d) Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these ByLaws, or the Rules and Regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are

in violation of parking rules and regulations) or by suit at law or inequity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above, or by an action of eviction against any occupant of a Unit other than the Owner. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which enforcement is sought, shall pay all costs, including attorney's fees, paralegal and law clerk fees and costs actually incurred.

- (e) The Board of Directors may from time to time issue policies, procedures or additional rules to be followed in connection with imposition of fines or suspension of use rights.

#### **ARTICLE IV** **Officers**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. If possible, each officer should be from different Districts. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Districts, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

## **ARTICLE V Committees**

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as maybe designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenant Enforcement Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenant Enforcement Committee consisting of at least five (5) and no more than twelve (12) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenant Enforcement Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearing held pursuant to Article III of these By-Laws. The Covenant Enforcement Committee shall be a standing committee. The Covenant Enforcement Committee shall act in accordance with the notice requirements and procedures as set forth in Section 720.305, Fla. Stat.

Section 3. Exeter District Committees. In addition to any other committees appointed as provided above, there shall be an Exeter District Committee because it lacks a formal organizational structure or association. Such Exeter District Committee shall consist of five (5) members.

The members of the Exeter District Committee shall be elected by the vote of Owners of Units within that District at an annual meeting of such Owners, at which the Owners of Units within that District holding at least one-third (1/3) of the total votes of Units in the District are represented, in person or by proxy. The Owners of Units within a District shall have the number of votes assigned to their Units in the Declaration. At the first annual meeting of the Exeter District following adoption of this amendment, the three (3) persons receiving the highest number of votes, the second highest number of votes and the third highest number of votes shall be deemed elected to two (2) year terms. The persons receiving the fourth and fifth highest number of votes shall be elected to a one (1) year term. Thereafter, Committee members shall be elected for a term of two (2) years or until their successors are elected. Any director elected to the Board of Directors from the Exeter District shall be an ex-officio member of the Committee. The Exeter District Committee may advise the Board on any issue, but shall not have the authority to bind the Board of Directors. The Exeter District shall have the authority to enforce restrictions imposed in the Association's governing documents against the Owners of Units

within the District, in any manner provided by law and/or equity, including, but not limited to the right to levy fines.

In the conduct of its duties and responsibilities, the Exeter District Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III of these By-Laws. The Exeter District Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors and shall be the Director from the Exeter District.

Section 4. Other Committees. The Board may establish, from time to time, any other committees that it deems to be in the best interest of the Association. Each committee created shall operate in accordance with Section 1 of this Article V, and shall also operate in accordance with Section 617.0825, Fla. Stat. All committee members shall be appointed by the Board of Directors, and the Board shall select a chairperson for each committee. Committees, Committee members, and Committee chairs shall serve at the pleasure of the Board.

## **ARTICLE VI Miscellaneous**

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise set by the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, "Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provision of Florida law, the Articles of Incorporation, the Declaration, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

- (a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or such other place within the Properties as the Board shall prescribe.
- (b) Rules for Inspection. The Board shall establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents required.
- (c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical

properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- (b) if to the Association, the Board of Directors or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing to the Members pursuant to this Section.

Section 6. Amendment. These By-Laws may be amended by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, (i) of Directors representing seventy-five percent (75%) of the total votes of the Association, but only as to matters which do not affect substantive voting or use rights of the Owners or relate to financial matters of the Association or (ii) a majority of the Board of Directors of the Association and two-thirds ( $2/3^{\text{rd}}$ ) of the voting interests of the membership present and voting in person or by proxy at a meeting of the membership at which a quorum exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Palm Beach County, Florida.

No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.