AMENDED AND RESTATED
BYLAWS OF
ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC.

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE I. MEMBERS

1.1 **Qualification:** The Members of ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC. (herein, the "Master Association") shall consist of ~~the Declarant, Newton Developments, Inc., (until such time as the Declarant Membership is terminated and converted to Regular Membership as provided by the terms of the Master Declaration) and~~ all of the record Owners of Lots or Units in ROSEDALE which are subject to the Master Declaration, in accordance with the Master Declaration.

1.2 **Change of Membership or Address:** Change of Membership in the Master Association shall be established by; (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a Lot; and (b) the delivery to the Master Association of a certified copy of such recorded instrument. The Master Association may require the purchaser to deliver a certified copy of the recorded instrument to the Master Association. Upon the happening of both such events, the Owner established by such instrument shall thereupon become a Member of the Master Association, and the membership of the prior OWNER shall be terminated. Members shall have a duty to promptly notify the Master Association in writing of any change of address. Owner rights to use of amenities and non-attendant gate access is predicated upon 1.2(b) above. As to Tenancy, rights to use of amenities and non-attendant gate access by Tenants shall be predicated upon 1.2 (b) above by Owner, and submission of the active lease agreement to the Association, by Owner.

1.3 **Multiple Owners:** When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each Owner shall be a Member of the Master Association by virtue of being a record Owner of an interest in a Lot. Lessees of Lots and shall not be Members. All matters of membership voting shall, however, be determined on a per Lot basis, as provided in Article II hereof.

1.4 **Restraint Upon Assignment of Membership, Shares and Assets:** The Membership of a Lot Owner, and the share of a Member in the funds and assets of the Master Association shall not be assigned hypothecated or transferred in any manner except as an appurtenant to their Lot.

1.5 **Evidence of Membership**: There shall be no stock or membership certificates in the Master Association. Membership shall be determined by approved ownership as herein provided.

ARTICLE II. VOTING

2.1 **Voting Rights:** The Member or Members who are the record Owners of each Lot shall be collectively entitled to one (1) vote for each Lot owned, as provided in the Master Declaration and the Articles of incorporation (herein, "Articles") the vote of a Member shall be cast only as provided in Article 2.2 below. A vote may not be divided.

2.2 **Voting Procedure:**

(a) **Vote to be Cast by the Regular Member.** A Regular Member shall cast the Member's vote at all Master Association Membership Meetings, either in person or by written proxy received by the Master Association prior to or at the start of the meeting as evidenced by the announcement of the Board's intent to call the meeting to order and a final call for proxies and ballots intended to be utilized or counted at the meeting. The single or multiple Owners of each Lot who are Regular Members shall have one vote for each Lot owned, which shall be cast by the voting member of that Lot. The Master Association may elect to conduct elections and votes of the membership through Internet-based online voting systems in a manner conforming with Florida Statute 720.317. Consent by members is a prerequisite to such online voting.

~~(b) **Declarant Voting**. The Declarant Member shall have and cast the number of votes as provided from time to time for in the Master Declaration until such time as the Declarant Member shall be deemed a Regular Member.~~

2.3 **Quorum:** A quorum shall exist when the Members representing at least thirty percent (30%) of all votes are present, either in person, by designated or delegated voting representative or by proxy. All determinations of requisite majorities and quorums for all purposes under the Master Declaration, the Articles and these Bylaws shall be made by reference to the number of votes of the Regular Members entitled to vote.~~, plus the number of votes, if any, to which the Declarant Member is entitled to vote~~. Decisions of the Master

Association shall be made by a majority of the votes entitled to be cast by Members represented at a meeting, in person or by limited proxy, at which a quorum is present, , unless the greater percentage is required by the Master Declaration, the Articles, or these Bylaws.

2.4 **Designation of Voting Representative:** As to all Regular Members whose voting rights have not been irrevocably delegated to a neighborhood association or voting corporation the right to cast the vote attributable to each such Lot owned shall be determined by a letter or certificate filed with the Master Association. signed by all Owners of the Lot. If no such letter or certificate is filed, the presiding officer at any meeting may make such rulings as may be reasonable to the allocation of the vote(s) attributable to a Lot among multiple Owners, or the right of a representative of a corporate, partnership or similar Owner to vote, provided that such rulings are uniformly applied and remain always subject to appeal to the vote of the full Membership. As to Regular Members whose right to vote has not been delegated to their neighborhood association or to a voting corporation, the right to cast the Regular Member's vote is further limited to the provisions of this section:

(a) **Single Owner:** If the Lot is owned by one natural person, that person shall be entitled to cast the votes for his Lot.

(b) **Multiple Owners:** If a Lot is owned by more than one person, either as co-tenants or joint tenants, the person(s) entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate signed by all of record Owners and filed with the Secretary of the Master Association.

(c) **Corporations:** If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or Assistant Secretary, and filed with the Secretary of the Master Association.

(d) **Partnership:** If a Lot is owned by a general or limited partnership, the general partner(s) entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate executed by all general partners and filed with the Secretary of the Master Association.

(e) **Trustees:** If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the votes for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and single trustee may likewise designate such beneficiary as the person entitled to cast the votes for the Lot by a certificate executed by all trustees and filed with the Secretary of the Master Association.

(f) **Estates and Guardianships:** If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the votes for such Lot upon filing with the Secretary of the Master Association a current certified copy of his Letters of Administration or Guardianship.

(g) **Tenants by the Entirety:** If a Lot is owned by a husband and wife as tenants by the entirety, they may designate the voting Member(s) in the same manner as other multiple Owners. If no certificate designating a voting Member is on file with the Master Association, and only one of the husband and wife is present at a meeting, he or she may cast the votes for their Lot(s) without the concurrence of the other Owner.

(h) **Voting Certificate:** Whenever a certificate or letter designating a voting representative is permitted or required, such certificate or letter shall, once filed, be valid until revoked. If a certificate or letter is not filed, the Lot shall not be counted in determining a quorum, unless all Owners required to execute such certificate or letter are present, in person or by proxy, and such Lot Owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

2.5 **Approval or Disapproval of Matters:** Whenever the decision of any Member is required upon any matter, whether or not the subject of an Master Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Master Association meeting, unless the joinder of record Owners is specifically required by the Master Declaration or these Bylaws.

2.6 **Proxies**: As to all votes not delegated to a neighborhood association or voting corporation votes may be cast in person or by written proxy. A proxy shall be in writing and signed by the designated voting representative(s), or the Owner, if no voting representative(s) have been designated. A proxy shall be valid only for the particular meeting designated in the

proxy and any lawful adjournment thereof, and must be filed with the Secretary of the Master Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

2.7 **Method of Voting**: Subject to the provisions of the Master Declaration, voting may be by roll call, voice vote or by written ballot; provided that whenever written approval is required by the Master Declaration, or whenever any amendment to the Master Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of Master Association Property or asset is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, ~~parliamentary questions~~ and social business may be determined by "yeas" and "nays," provided, that any five (5) voting Members, or the ~~chairman~~Chairperson, may require a roll call vote.

ARTICLE Ill. MEETINGS OF MEMBERS

3.1 **Annual Meeting:** The annual meeting of the Members shall be held during first three months, on or before March 31st of each year on a day and at a time determined in the sole discretion of the Board; provided that notice pursuant to Sections 3.3 and 3.6 is given at least fifteen (15) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the Members.

3.2 **Special Meetings**: Special meetings of the Members shall be held whenever called by the President, or Vice President, or by a majority of the Board, and must be called by such officers upon receipt of a written request from voting Members entitled to cast votes for not fewer than thirty-three percent (33%) of the total number of votes.

3.3 **Notice of Meeting:** Notice of all meetings of the Members, stating the date, time, place and the objectives for which the meeting is called, shall be given by any officer at least fifteen (15) days and no more than sixty (60) days prior to the meeting date Unless a Regular Member has consented to receive notice via email as provided in Section 3.6, notice shall be deemed to be complete and properly give when deposited in the U.S. Mail, postage prepaid, addressed to the Member's address as it appears in the official roster of the Master

Association. If a Regular Member's vote has been delegated, the Member's neighborhood association, then the Master Association shall provide notice to the applicable neighborhood association or voting corporation in lieu of providing it directly to the Regular Member. If a Regular Member vote has not been so delegated, then the Master Association shall provide notice directly to the Regular member to the Member's address as it appears in the official roster of the Master Association. Proof of such notice shall be given by affidavit or certificate of the person giving the notice.

3.4 **Place:** Meetings of the Master Association Members shall be held at such place as the Board may designate in the Notice of the Meeting.

3.5 **Adjournments:** The Members who are present, either in person or by proxy, at a membership meeting may adjourn the meeting from time to time until a quorum is present.

3.6 **Email and TV Broadcast Notice:** Notwithstanding any other provision herein, notice of meetings of the Board of Directors, Members' meetings (except Member meeting to recall directors), and committee meetings may be given by electronic transmission (i.e., email or facsimile) to those directors or Members who consent in writing to receive notice by electronic transmission. In lieu of or in addition to the physical posting of notice of any Master Association meeting on the subdivision property, the Master Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the required notice on a closed circuit cable television system serving the entire Rosedale community. However if broadcast notice is used in lieu of a notice posted physically on the property. the notice must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this Article 3. When broadcast notice is provided. the notice must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice.

3.7 **Order of Business:** The order of business at annual membership meetings, and as far as practical at all special membership meetings. shall be:

(a Election of ~~Chairman~~ Chairperson of the meeting (if necessary)
(b) Calling of the roll and certifying of the proxies.
(c) Proof of notice of the meeting or waiver of notice.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of officers.

(f) Reports of committees.

g) Election of Directors and announcement of Election Results~~Directors~~.

(h) Unfinished business;

(i) Announcements.

(j) Adjournment.

3.8 **Member Action Without a Meeting by Written Agreement:** Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote if written Member approval is obtained setting forth the action so taken. Member approval shall be in writing and 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 Master Association 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 (60) 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.

~~3.9 **Proviso:** Provided, however, that until the Declarant has terminated its control of the Master Association and its affairs in accordance with the Master Declaration, the proceedings of all meetings of the Members of the Master Association shall have no effect unless approved by the Board, except for the rights of the Regular Members to elect Directors.~~ Intentionally left blank.

3.10 **Waiver of Notice:** Any Member may, by written waiver of notice signed by such Member, waive such notice. and such waiver, when filed in the records of the Master Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member. The attendance of any Member at a Master Association membership meeting shall constitute such Member's waiver of notice of such meeting, except when attendance is for the sole purpose of objecting to the meeting as improperly called or noticed at the beginning.

3.11 **Right to Speak:** Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the

meeting's agenda. Notwithstanding any provision to the contrary in the governing documents or any rules adopted by the Board or by the Membership, a Member has the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting, if required by the Board. The Master Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph.

3.12 **Chairperson:** At meetings of the membership, the President or, in his or her absence the Vice-President shall preside. In the absence of both the President and Vice President, the Members shall select a chairperson by a majority vote of those present (in person or by proxy) at the meeting. The Cchairperson must be a Master Association Director who is present at the meeting. If no Master Association Director is present and willing to serve, the Members may select any person to serve.

3.13 **Minutes of Membership Meetings:** The minutes of all meetings of Members shall be kept available for inspection by Members or their authorized representatives at any reasonable time. The Master Association shall retain these minutes ~~for at least seven (7) years~~for the lifetime of the Association, or as otherwise required by the Florida Homeowners' Association Act, Section 720, as amended from time to time. Minutes for each meeting must be reduced to written form within a reasonable time after the meeting date.

ARTICLE IV. DIRECTORS

4.1 **Number:** The affairs of the Master Association shall be managed by a Board of seven (7) Directors who shall also be Members of the Association.

4.2 **Election of Directors:** The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the Members. At least sixty (60) days before a scheduled election, the Association shall mail, deliver or electronically transmit to Owners entitled to vote a notice of the date of the election. An eligible person desiring to be a candidate for the board of directors must give written notice of his intent to be a candidate at least forty (40) days prior to the date of the scheduled elections at least fourteen (14) days prior to the date of the election

the Association shall mail, hand deliver or electronically transmit to each Owner a second notice of the election, together with a ballot that lists all the candidates who timely submitted notices of intent to be a candidate. Nominations shall not be allowed from the floor at the annual meeting of the members; nominations in advance having been accepted as the means for determination of eligible directors.

(b) The election of directors shall be by written ballots or voting machine. Proxies may not be used in election of a board in general election or election to fill vacancies created by recall. Each person voting shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled. Ballots may be cast in person or by mail. There shall be no cumulative voting.

(c) As more fully provided in Section 720.303(10), Florida Statutes, any director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of votes entitled to be cast by all the Members~~, including the Declarant~~. Alternatively, a special meeting of the Master Association Members to recall a member or Members of the Board may be called by ten percent (10%) of the Members giving notice of the meeting as required for a meeting of Master Association Members, and the notice shall state the purpose of the meeting. The vacancy in the Board so created shall be filled by vote of the Members of the Master Association at the same meeting subject to Paragraph 5.2(d) below. Electronic transmission shall not be used as a method of giving notice of a special membership meeting called in whole or in part to recall one or more directors.

(d) ~~The Declarant shall be vested with the power to designate the Board, the Members of which need not be Owners of Lots and Units in Rosedale until such time as Declarant Membership ceases as provided in the Master Declaration or as required by Florida Statute section 720. The power to designate is further subject to Section 4.5 below.~~Intentionally left blank.

(e) Any election dispute between a Member and the Master Association must be submitted to mandatory binding arbitration with the Division of Florida Land Sales, Condominium and Mobile Homes as required by Section 720.306(9).

4.3 **Term:** The Directors for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote and serve for a two (2) year term. At the first election subsequent to the passage of this amendment at which all members of the Board of Directors are elected, the four (4) Directors receiving the most votes shall serve for a two (2) year term

and the remaining Directors shall serve for a one (1) year term. Thereafter, each Director whose term is then expiring shall be elected to a two (2) year term upon election. The Director's service shall extend for a two (2) year period and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided by Florida Statute, this declaration, or resigns.

4.4 **Qualifications for Corporate, Trust or Partnership Owner:** An officer of any corporate owner, a trustee or resident beneficiary of a trust, and a general partner of any partnership owner shall be deemed Members for the purposes of qualifying for election to the Board.

4.5 **Vacancies:** Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualifications, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he is replacing if vacancies occur on the Board as a result of recall and a majority or more of the Board of Directors are removed, the vacancies shall be filled by the Members voting in favor of the recall, if removal is at a membership meeting, any vacancies shall be filled by the Members at the meeting. If the recall of a majority of the Board of Directors occurred by agreement in writing or by written ballot. Members shall vote for replacement directors in the same instrument as provided for in any applicable rules adopted by the DBPR. If any, or as provided in Chapter 720, Florida Statutes. If the Master Association fails to fill vacancies on the Board sufficient to constitute a quorum, any Member may apply to the circuit court for the appointment of a receiver to manage the affairs of the Master Association as provided in Section 720.305(4), Florida Statutes. ~~Notwithstanding anything to the contrary in Articles 4,5 and 4.6, if the Declarant appoints a director, only the Declarant has the authority to remove, replace or fill a vacancy in that director position,~~

4.6 **Disqualification and Resignation:** Any Director may resign at any time by sending written notice to the Secretary of the Master Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who does not continue to satisfy the director qualifications of Section 4.5 shall be deemed to have resigned if he transfers his Lot so that he ceases to be a Member of the Master Association. ~~After the Declarant has transferred control of the Master Association pursuant to the Master Declaration,~~ M~~m~~ore than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

4.7 **Voting:** All voting by the membership of the Master Association for the election of Directors shall be by Lot, cast in the amount of one vote per residential Lot. The board of directors shall be elected by a plurality of the votes cast by eligible voters.

4.8 **Organizational Board Meeting:** The organizational meeting of a newly elected Board shall be held within twenty (20) days of its election, at such date, place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, unless business in addition to the election of officers will be conducted.

4.9 **Regular Board Meetings:** The Board may, from time to time, establish a schedule of regular meetings to be held at such date, time and place as the Board may designate. Any regular scheduled Board meetings may be dispensed with upon written concurrence of not less than fifty-one percent (51%) of the Members of the Board.

4.10 **Special Board Meetings:** Special Meetings of the Board of Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the request of not less than twenty percent (20%) of the Directors Members of the Board.

4.11 **Notice:** ~~Notice of each regular or special meeting shall be given to each Director personally or by mail, email (as provided in Section 3.6) telephone or telegraph at least forty-eight (48) hours three (3) days prior to the meeting, except in an emergency. All notices shall state the date, time and place of the Board meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him.~~ Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered or electronically transmitted to the Members and posted conspicuously on the property not less than fourteen (14) days before the Board meeting. The notice for any meeting at which Assessments against Lot Owners are to be considered shall advise of the nature of such Assessments and that such Assessments will be considered. All assessments, both regular and special, must be approved by the Board of Directors.

4.12 **Quorum:** A quorum at Directors' meetings shall consist of a majority of the entire Board. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. The acts approved by a majority of those present at

a meeting at which a quorum is present shall constitute the act of the Board; except where approval of a greater number of Directors is required by the Master Declaration or these Bylaws.

4.13 **Adjourned Meeting:** The majority of those present at a Board meeting may adjourn the meeting from time to time. At any adjourned Board meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 **Joinder in Meeting by Approval of Minutes:** The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

4.15 **Meetings Open:** Except for closed Board meetings with the Master Association's attorney to obtain legal advice, meetings of the Board shall be open to all Members, and notices of such meeting shall be posted conspicuously forty-eight (48) hours in advance of such meeting for the attention of Members, except in an emergency.

4.16 **Presiding Officer:** The presiding officer at Board of Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their Members to preside~~.be~~:

4.17 **Order of Business:** The order of business at Directors' meetings shall

(a) Roll Call.
(b) Proof of notice of meetings or waiver of notice.
(c) Reading and disposal of any unapproved minutes. ~~(~~
~~(~~d) Reports of officers and committees.
(e) Election of officers, if any.
(f) Unfinished business.
(g) New business.
(h) Announcements.
(i) Adjournment.

4.18 **Voting:** Directors may not vote by proxy or by secret ballot. except that Directors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for

such director present shall be recorded in the minutes of the Board meeting. A director shall not abstain from voting on a matter without asserting a clear and verifiable conflict of interests.

4.19 **Director's Fees:** Directors shall serve without compensation but may be reimbursed for reasonable out-of-pocket expenses according to policies adopted from time to time by the Board.

4.20 **Application to Committees:** The quorum, notice and other procedural requirements of this Section 4 shall be applicable to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of the Master Association's funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a Lot. All other committees of the Master Association shall adopt their own quorum, notice and other procedural requirements.

4.21 **Items of Business:** If not less than twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall mail or hand-deliver notice to all Members of such Board meeting not less than fourteen (14) days in advance. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the Board meeting, the Board is not obligated to take any other action requested by the petition.

4.22 **Members' Right to Attend and Speak at Board Meetings:** Except as to closed Board meetings with the Master's Association's attorney, Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Master Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other provision, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Master Association's

attorney, and any meeting of the Board or committee held for the purpose of discussing personnel matters.

4.23 **Minutes:** The minutes of all meetings of the Board of Directors of the Master Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The Master Association shall retain these minutes for at least seven (7) years or as otherwise required by the Florida Homeowners' Association Act. Minutes for each meeting must be reduced to written form within a reasonable time of the meeting date.

ARTICLE V. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board shall have all powers, authority, discretion and duties necessary for the administration and operation of Rosedale, the Master Association and Master Association Property, except as may be reserved or granted to the Owners~~, Declarant~~ or a specific committee or committees of the Master Association by the Master Declaration, the Articles or these Bylaws. The powers of the Board shall include without limitation the following:

5.1 **General Powers:** All powers specifically set forth in the Master Declaration, the Articles and these Bylaws, all powers incident thereto or reasonably to be inferred therefrom, and all powers and authority of a Board of Directors set forth in the Florida Not-For-Profit Corporation Act and the Florida Homeowners' Association Act except as expressly limited by the Master Declaration, the Articles, or these Bylaws.

5.2 **Enforcement and Fines:** The Board shall enforce by legal means provisions of the Master Declaration, the Articles, the Bylaws and rules and regulations promulgated pursuant thereto if the Board determines that any Member, or the tenant, resident, guest or invitee of a Member is in violation of any of the provisions thereof, the Board, or an agent designated for that purpose, shall notify the person sought to be fined of the nature of the violation. If said violation is not corrected within the time specified therein, which time shall be not less than five (5) days, the Master Association may thereafter levy a fine for each offense against the Member in accordance with this Section 5. Any fines or suspensions levied against a Member shall be levied in compliance with the requirements of Sec. 720.305(2), FS as amended from time to time.

5.3 **Amount:** The amount of such fine shall not exceed $500 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed Twenty Thousand Dollars ($20,000) in the aggregate. Every third (3rd) year after the date this amendment is recorded in the Public Records, the total aggregate fine permitted under this Section 5.3 will increase by fifteen percent (15%) of the then existing total aggregate fine amount unless the Board of Directors adopts a resolution electing not to increase the total aggregate fine amount.

5.4 **Hearing:** No fine or suspension levied by the Board shall be imposed upon a person without the Master Association first giving such person at least fourteen (14) days' notice and an opportunity for a hearing before a committee consisting of at least three (3) Members appointed by the Board. The committee shall otherwise comply with the requirements of Florida Statute Section 720.305(2) as amended from time to time.

5.5 **Procedure:** The notice required by Section 5.2 may be combined with the notice given by or under the authority of the Board to notify the person of the nature of the violation. The notice required by Section 5.2 shall provide the opportunity, date, location, and time to appear at a hearing where the fine assessed by the Master Association will be reviewed by a committee.

5.6 **Committee Decision:** The committee considering the fine shall meet and hold a hearing. At the conclusion of the hearing, the fine or suspension shall either be confirmed, or, rejected by the committee. If the committee does not approve a proposed fine or suspension by a majority vote of the members of the committee present at the hearing, the fine or suspension shall not be imposed.

5.7 **Fine:** Any fine confirmed by the committee may then be levied by the Board against the person subject to the same. After the fine has been confirmed by committee and levied by the Board, the Master Association shall send the person written notice of the amount of the fine and demand payment within five (5) days of written notice being provided to the Owner. Notice shall be deemed provided upon mailing or hand delivery of the notice of levy. A fine shall accrue interest at the highest rate allowable by law and may accrue late fees in the same manner as a delinquent Assessment. A fine shall not become a lien on any lot. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Master Association may be legally entitled. The Board may elect to utilize fining rather than injunctive relief, without waiver of such rights to pursue injunctive relief, and such election shall not be eligible for consideration in any affirmative defense related to

selective enforcement. In any action to recover a fine, the prevailing party is entitled to collect reasonable attorney's fees, paralegal fees, and costs from the non prevailing party.

5.8 **Budgets and Assessments:** The Board shall levy Assessments and adopt and amend budgets, and use and expend Assessments and other receipts of the Master Association to carry out the powers and duties of the Master Association pursuant to the Master Declaration and these Bylaws.

5.9 **Employment:** The Board may employ, dismiss, control and contract for personnel and contractors for the administration of the Master Association and the carrying out of the Master Association's responsibilities, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

5.10 **Rules and Regulations:** The Board may adopt, amend and rescind reasonable rules and regulations relating to the administration of the Master Association and the use of the Lots and Common Property provided in the Master Declaration. Any rules or regulations adopted by the Board may be supplemented, amended, or rescinded by affirmative vote of the Owners of not less than a majority of the Lots in Rosedale. Any rules or regulations approved by the Owners shall not thereafter be amended or rescinded except upon affirmative vote of the Owners of not less than a majority of the Lots in Rosedale.

5.11 **Committees:** The President, with the approval of the Board of Directors, may create and disband such committees as the President may from time to time determine is reasonably necessary or useful, and may delegate such authority to such committees as may be reasonable in connection with the purpose. Only committees that are authorized to make a final decision regarding the expenditure of Master Association funds and that are authorized with the power to approve or disapprove architectural decisions with respect to a Lot shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board. All other committees are hereby exempted from such requirements. Nothing contained herein shall restrict the authority of the President of the Master Association from appointing advisory committees not inconsistent with committees created by the Board. The Board of Directors may direct any committee to comply with any procedural provision of these Bylaws, including without limitation to take and maintain minutes of all committee meetings.

5.12 **Emergency Powers:** In anticipation of or during any emergency as defined below, the Board of Directors may exercise the following emergency powers, and any other

emergency powers authorized by Section 617.0303, Florida Statutes (2006) or any other applicable law, as may be amended from time to time.

(a) The Board of Directors may modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent; and it may relocate the principal office or designate alternative principal offices or regional offices or authorize the officers to do so.

(b) During an emergency as defined below, unless emergency bylaws provide otherwise. Notice of a meeting of the Board of Directors need be given only to those directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio. One or more officers of the corporation present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank in order of seniority as necessary to achieve a quorum. The director or directors in attendance at a meeting, or any greater number affixed by the emergency bylaws, constitute a quorum.

(c) Corporate action taken in good faith during an emergency under his section to further the ordinary affairs of the Master Association binds the Master Association and may not be used to impose liability on a corporate director, officer, employee or agent.

(e) An officer, director, or employee acting in accordance with any emergency bylaws is only liable for willful misconduct.

(f) An emergency exists for purposes of this section if a quorum of the Board of Directors cannot readily be assembled because of some catastrophic event.

ARTICLE VI. OFFICERS

6.1 **Officers and Election:** The officers of the Master Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers and assistant officers as may be determined from time to time by the Board, all of who shall be elected annually by the Board, and which officers may be removed by a majority vote of all Directors at any meeting. Any person may hold two (2) offices. The Board shall designate the powers and duties of such other officers and assistant officers as it may create.

6.2 **President:** The President shall be the chief executive officer of the Master Association. He shall have all of the powers and duties which are usually vested in the office of President of a Not for Profit Corporation; including but not limited to be power to appoint advisory committees from time to time, from among the Members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Master Association. He shall serve as ~~Chairman~~ Chairperson at all Board and membership meetings.

6.3 **Vice President:** The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 **Secretary and Assistant Secretary:** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the Master Declaration documents. He shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, as may be required by the Directors or the President. The Assistant Secretary if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The minutes of all meetings of the Members and the Board shall be kept in books available for inspection by Members, or their authorized representatives, and Board Members at any reasonable time. All such records shall be retained for not less than seven (7) years, or as required by Florida Statute Section 720, as amended from time to time if a longer retention period is required thereby. ~~.~~

6.5 **Treasurer:** The Treasurer shall have the custody of all the property of the Master Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Master Association in accordance with good accounting practices and provide for collection of Assessments and he shall perform all other duties incident to the Office of Treasurer.

6.6 **Indemnification of Directors and Officers:** Every Director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in

connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the Master Association, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

6.7 **Term:** All officers shall hold office until their successors are chosen and qualify.

ARTICLE VII. FISCAL MANAGEMENT

7.1 **Fiscal Year**: The fiscal year of the Master Association shall be the calendar year, January 1 through December 31.

7.2 **Fiscal Management:** The fiscal management of the Master Association shall be in accordance with generally accepted accounting principals, and accounting principals imposed by law if any.

7.3 **Budget:** The Board shall propose and adopt an annual budget for each calendar year which shall include the estimated funds required to defray the current expenses and to provide funds for reserves and funds for maintenance, repair, replacement and improvement of the Common Areas and improvements thereon, and specifically proposed betterments and approved improvements. The Board of Directors shall perform a reserve study of statutory reserves maintained by the Association no less than once every five (5) years beginning in the fiscal year for 2027. The reserve study shall be performed by a qualified individual who holds either a reserve specialist designation, architecture licensure, or engineer licensure in the State of Florida. In the event a reserve study occurs earlier than five (5) years, the five (5) year timeline requirement will begin again from the date of the most recent reserve study. Upon notice of the event the Board of Directors failed to perform a reserve study within five (5) years of the previous reserve study, the Board of Directors shall call a meeting within fourteen (14) days in order to advance the agenda item of scheduling a reserve study. There shall be no other obligation or penalty derived from this requirement, unless provided by superseding Florida Statute.

7.4 **Assessments:** Regular Assessments shall be made in advance on or before December 20 preceding the fiscal year for which the Assessment is made. Such Assessment

shall be due annually in advance on the date established by the Board, or at the discretion of the Board, in such semi-annually, quarterly or monthly installments as the Board may determine, payable at the times the Board determines if a Regular Assessment is not made timely, an Assessment shall be presumed to have been made in the amount of the last prior Regular Assessment, which Assessment may be adjusted at such time as the Board levies and establishes the annual Assessment. If the Regular Assessment proves to be insufficient, the Board may amend the annual budget and/or levy Special Assessments from time to time as may be appropriate or necessary, subject to such approval of Members as may be required by the Master Declaration. Other Special Assessments as contemplated by the Master Declaration may be levied by the Board from time to time, with such approval of the Members as may be required by the Master Declaration. Failure of the Board to adopt a budget or to levy an Assessment in a timely manner shall not affect the validity of an Assessment when adopted, and if necessary the Board may confirm of levy a Regular Assessment retroactive to the beginning of the then current fiscal year.

7.5 **Reserves:** If the Master Association's annual budget includes reserves, such reserves may be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, including the following:

(a) If the annual budget of the Master Association does not provide for reserve accounts and the Master Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE MASTER ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE MASTER ASSOCIATION.

(b) The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Master Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves

shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

(c) Once a reserve account or reserve accounts are established, the Membership of the Master Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes. If a meeting of the Members has been called to determine whether to waive or reduce the funding of reserves and a majority of the Members present do not affirmatively vote to waive or reduce reserves, the reserves as included in the annual budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year,

(d) Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a membership meeting at which a quorum is present.

7.6 **Acceleration of Assessments:** The Board may elect to accelerate remaining installments of Regular or Special Assessments payable in installments upon default in payment thereof, and such Assessments shall stand accelerated ten (10) days after notice is delivered to or received by the delinquent Owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

7.7 **Expenditures:** All funds of the Master Association shall be expended only upon authorization of the Board. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from Special Assessments and funds in reserves shall be expended solely for the purpose for which such Assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

7.8 **Depository:** The depository of the Master Association shall be such bank or banks or other financial institution as shall be designated from time to time by the Directors, and in which the moneys of the Master Association shall be deposited. Withdrawals of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board. Funds of the Master Association may be commingled or kept in separate accounts, except as otherwise required by the Master Declaration or state law. In the event and to the extent that the bank or financial institution affords transfer and withdrawal of

Association funds by electronic means, the Association may utilize such technology, provided the same security measures taken for check writing are available from the bank or financial institution and utilized.

7.9 **Financial Reports:** A financial report shall be prepared annually by the Master Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Not later than twenty-one (21) days after the report is completed by the Master Association or received from a third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Master Association shall either (a) furnish a copy of the report to each Member. or (b) provide a written notice to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared according to the requirements of Section 720.303(7), Florida Statutes. If not less than twenty percent (20%) of the Members petition the Board for a level of financial reporting higher than that required by Section 720.303(7), Florida Statutes, the Master Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total voting interests of the Members, the Master Association shall prepare or cause to be prepared, shall amend the budget or adopt a Special Assessment to pay for the financial report regardless of any provision to the contrary contained in the governing documents and shall provide the required financial statements within ninety (90) days of the meeting or the end of the fiscal year, whichever occurs later.

7.10 **Fidelity Bonds:** Fidelity Bonds shall be required by the Board for all persons handling or responsible for the Master Association's funds. The amount of such bonds and deductibles shall be determined by the Board. The premiums on such bonds shall be paid by the Master Association as a Common Expense.

7.11 **Contracts:** All contracts as further described in this Section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Master Association in accomplishing its purposes under Chapter 720, Florida Statutes, or the governing documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Master Association that exceeds ten percent (10%) of the total annual budget of the Master Association, including reserves, the Master Association must obtain competitive bids for the

materials, equipment, or services. Nothing contained in this Section shall be construed to require the Master Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Master Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this Section. Nothing contained in this Section is intended to limit the ability of the Master Association to obtain needed products and services in an emergency. This Section does not apply if the business entity with which the Master Association desires to enter into a contract is the only source of supply within the county serving the Master Association.

ARTICLE VIII. PARLIAMENTARY RULES

~~Roberts Rules of Order, the latest edition, shall guide the conduct of the meetings of the Master Association, the Board and Committees of the Master Association when not in conflict with state law, the Master Declaration, Articles or these Bylaws.~~This Article intentionally left blank.

ARTICLE IX. AMENDMENTS

These Bylaws may be amended by the Board of Directors of the Master Association at any regular or special meeting called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast by the Board of Directors alone. No amendment shall be made that is in conflict with the Articles or the Master Declaration ~~and no amendment may be made without the prior written consent and joinder of the Declarant during any period of time in which the Declarant owns any portion of ROSEDALE~~. Amendments to the Bylaws shall not be effective until they have been certified by an authorized officer of the Master Association and a copy of the Amendment is recorded in the books of the Master Association.

ARTICLE X. RECORDS AND ROSTER

10.1 **Official Records:** The Master Association shall maintain the official records of the Master Association within the State of Florida. Such records shall be made available for the inspection and copying of any of the Master Association Members or their designated agents during regular business hours within ten (10) business days after receipt of a written request for access. The Master Association may adopt reasonable written rules governing the frequency,

time, location, notice records to be inspected and manner of inspection. The Master Association may impose fees to cover the costs of providing copies of the official records, including without limitation the costs of copying.

10.2 **Official Roster:** The Master Association shall maintain a current roster of all Members and their mailing addresses and parcel identifications. The Master Association shall also maintain the electronic mailing addresses and the numbers designated by Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from the Master Association's records when consent to receive notice by electronic transmission is revoked. However, the Master Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

ARTICLE XI. MISCELLANEOUS

The provisions of these Bylaws shall be construed together with the Master Declaration and the Articles. In the event of a conflict between the provisions hereof and the provisions of the Master Declaration, the provisions of the Master Declaration shall control. The provisions hereof shall be liberally construed to grant to the Master Association sufficient practical authority to operate the Subdivision. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.