

## AMENDMENTS

### BYLAWS OF ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC. A Corporation Not for Profit

*[Additions are indicated by underline [first series of amendments] or double underline [second series of amendments] uneven underline [third series of amendments]; deletions by ~~strike-through~~]*

#### ARTICLE I. MEMBERS

1.1 **Qualification:** The Members of ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC. (herein, the "Master Association") ~~the ASSOCIATION~~ shall consist of the Declarant, Newton Rosedale 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.

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 Units shall not be Members. All matters of membership voting shall, however, be determined on a per Lot basis, as provided in Article II III 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 ~~his~~ 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. ~~The number of votes that the Declarant Member is entitled to cast shall be determined from time to time as provided in the Declaration until such time as the Declarant Member shall be deemed a Regular Member.~~

### 2.2 Voting Procedure:

**(a) Vote Delegated to Neighborhood Association.** If a Regular Member is a member of a neighborhood association, then the Regular Member's vote shall be irrevocably delegated to that neighborhood association. In such an instance, the Regular Member shall have no right to cast a vote, such Regular Member's vote being irrevocably delegated to the neighborhood association to cast on behalf of the Regular Member. The neighborhood association shall then be charged with casting the number of votes of the Regular Members that own Lots located within the property subject to the neighborhood declaration of covenants. Unless the neighborhood association's board of directors determines otherwise, the president of each neighborhood association is the designated voting representative on behalf of the neighborhood association and responsible for casting the votes of the Regular Members delegated to that neighborhood association at the Master Association's membership meetings. As to all substantive matters to be considered and voted on at a Master Association's membership meeting, the neighborhood association shall first submit the same matter to a vote of its membership according to the following procedure:

At least thirty (30) days in advance of the Master Association membership meeting at which a substantive matter is to be considered, the individual neighborhood association must call a membership meeting. The neighborhood association must advise its members in writing of each substantive matter to be considered at the Master Association membership meeting so that they may consider and vote intelligently on each issue. The neighborhood association shall record the actual vote count at its membership meeting according to the "ayes" and "nays" cast. Votes at neighborhood association meetings shall be cast in person at the meeting or by written proxy received prior to the start of the meeting.

At the Master Association membership meeting at which the substantive matter is to be considered and voted upon, the neighborhood association's designated voting representative must cast the neighborhood association's votes according to the actual vote count recorded at the neighborhood association membership meeting. Votes that were not cast at the neighborhood association membership meeting shall not be cast at the Master Association membership meeting. The neighborhood association representative may cast its votes as to any procedural matter that comes before the membership meeting as the representative determines appropriate. The Master Association's Board of Directors shall use its reasonable discretion to determine if a matter is procedural or substantive.

As of the date of the drafting of this document, there are ten (10) neighborhood associations in Rosedale. The names of the subdivisions and the number of votes for each subdivision are as follows:

<u>Neighborhood Name</u>	<u>TOTAL Number of Lots</u>
<u>Rosedale 2 (Sweetbrier)</u>	<u>44</u>
<u>Rosedale 5D (Somerset Bend)</u>	<u>48</u>
<u>Rosedale 5E (Waterbridge Way)</u>	<u>34</u>
<u>Rosedale 6A (Woodbrook Run)</u>	<u>38</u>
<u>Rosedale 6B (Victoria Court)</u>	<u>38</u>
<u>Rosedale 8 (Westbury Lakes-North)</u>	<u>30</u>
<u>Rosedale 9 (Clubview Crossings)</u>	<u>46</u>
<u>Rosedale 11 (Westbury Lakes-South)</u>	<u>38</u>
<u>Highlands-HD 1</u>	<u>57</u>
<u>Highlands-HD 2</u>	<u>38</u>
<u>TOTAL LOTS in Neighborhoods</u>	<u>411</u>

Declarant may create additional neighborhood associations and single family lots as the Rosedale community continues to be developed. In such event, the new neighborhood associations may be added to this list and be provided the number of votes equal to the number of Lots subject to the neighborhood association's declaration of covenants.

**(b) Vote to be Cast by the Regular Member.** If a Regular Member is not a member of a neighborhood association, then the 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 of the date of the drafting of this document, there are 252 single family homes in Rosedale that are not included in a neighborhood association. The single or multiple Owners of each Lot who are Regular Members shall have one vote for each Lot owned.

Owners of Lots that are not included in a neighborhood association may elect to form and join a not for profit corporation for the sole purpose of delegating their vote in the Master Association to that corporation. The voting corporation would then be treated the same and required to following the same voting procedures as a neighborhood association. The Master Association may require such voting corporations to provide it copies of all documents, including but not limited to the Member's agreement to delegate their vote to the voting corporation, minutes of membership meetings, copies of voting documents, etc.. A Member of a voting corporation may revoke their membership in that corporation at any time in writing. The Master Association may adopt additional restrictions and procedures that apply only to voting corporations that are consistent with the requirements of these Bylaws.

**(c) Declarant Voting.** ~~and~~ 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. Notwithstanding anything herein to the contrary, the votes of the Declarant Member shall not be delegated to the applicable neighborhood association, but shall be cast by the Declarant Member. As such, the number of votes otherwise delegated to the neighborhood association shall be reduced by the number of votes attributable to lots in that neighborhood association retained by the Declarant Member under this provision. All determination of requisite majorities and quorums for all purposes under the 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 Developer Member is entitled to vote. Decisions of the Association shall be made by a majority of the votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless the greater percentage is required by the Declaration, the Articles, or these Bylaws.

**2.3 Quorum:** A quorum shall exist when the Members representing at least thirty percent (30%) a majority of all votes are present, either in person, by designated or delegated voting representative or by proxy. All determination 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 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 a 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, may require a roll call vote.

### ARTICLE III. MEETINGS OF MEMBERS

3.1 **Annual Meeting:** The annual meeting of the Members shall be held during the month of ~~February~~ November of each year on a day and at a time determined by the Board; provided that notice pursuant to Sections 3.3 and 3.6 ~~4-3~~ is given at least fifteen (15) ~~thirty (30)~~ 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:** Reasonable Notice of all meetings of the Members, stating the date, time place and the objectives objects 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 waived in writing. 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. Notice of meetings may be waived in writing before, during or after meetings. 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 given 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 to 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:** ~~If any meeting of MEMBERS cannot be organized because a quorum has not attended, The Members who are present, either in person or by proxy, 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 meetings 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.

**3.76 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 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.
- (h) Unfinished business;
- (i) Announcements.
- (j) Adjournment.

**3.87 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<sup>th</sup>) 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. ~~Action Without Meeting: Whenever the affirmative vote or approval OF the MEMBERS is required or permitted by the DECLARATION or these BY LAWS such action may be taken without a meeting if MEMBERS entitled to cast not fewer than seventy five percent (75%) of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. provided, however, that if a greater percentage approval is required, then not less than such percentage must so~~



~~agree in writing. Provided further that the DECLARATION, ARTICLES and these BY-LAWS may not be amended without a meeting. Notice of the action so taken shall be given in writing to all MEMBERS who did not approve such action in writing within twenty (20) days of such approval.~~

3.98 **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.

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 of 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 chairperson 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 or as otherwise required by the Florida Homeowners' Association Act. 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 not less than three (3) nor more than twenty-one (21) ~~seven (7)~~ Directors, the exact number to be determined by the Members from time to time.

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. A nominating committee of not less than three nor more than five (5) Members may be appointed by the Board not less than thirty (30) days prior to the annual meeting of the Members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor of the annual membership meeting, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.
- (b) The election of directors shall be by written ballots, unless dispensed with by unanimous consent and by a plurality of the votes cast, each person voting being 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 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. The power to designate is further subject to Section 4.5 Paragraph 5.2(e) below. The initial Board shall serve until the first election of Directors.
- (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, Condominiums and Mobile Homes, as required by Section 720.306(9), Florida Statutes.

4.3 **Term:** The term of each Director's service shall extend to the next annual meeting of the Members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

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. Vacancies following removal of office pursuant to Section 5.2(c) shall be filled as therein provided. 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 is a MEMBER of the ASSOCIATION 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, more 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 for the election of Directors shall be by Lot, cast in the manner as more fully provided in Article II III hereof and in the Master Declaration.

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:** ~~If, at any meeting of the BOARD, there be less than a quorum present,~~ The majority of those present at a Board meeting may adjourn the meeting from time to time until a quorum is present. 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.

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

- (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.

**5.3 Amount:** The amount of such fine shall not exceed \$100 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 Five Thousand Dollars (\$5,000) in the aggregate. Every third (3<sup>rd</sup>) 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 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 (the "Compliance Committee") consisting of at least three (3) Members appointed by the Board. Members of the Compliance Committee may not be officers, directors or employees of the Master Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee of the Master Association or Declarant, Newton Developments, Inc., its successors or assigns.

**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 set out the right of the person sought to be fined to a hearing before the Compliance Committee, the procedure and time limit for the person to request a hearing, and either the date, time and place of such hearing or that if the person requests a hearing, the person shall be given further notice of the date, time, and place of the hearing. If the person does not request a hearing within the fourteen (14) days following the notice, then the Compliance Committee may meet at any time thereafter without further notice to the person.

**5.6 Committee Decision:** Compliance Committee shall meet and hold a hearing if one has been timely requested by the person sought to be fined. At the conclusion of the hearing, if one has been requested, or during the meeting if no hearing is held, the Compliance Committee shall determine if there is a violation and the amount of the fine to be imposed, if any. No fine may be imposed unless the

Compliance Committee has approved of it; however, the Board of Directors may elect not to impose a fine approved by the Compliance Committee.

5.7 **Fine:** Any fine approved by the Compliance Committee may then be levied by the Board against the person. After the fine has been approved by the Compliance Committee and levied by the Board, the Master Association shall send the person written notice of the amount of the fine and a demand for payment within thirty (30) days. A fine shall accrue interest at the rate of eighteen percent (18%) per annum and a late fee in the same manner as a delinquent Assessment. A fine shall not be deemed an Assessment or the basis for a lien on a lot. The requirements of this subsection do not apply to the imposition of suspensions or late fees upon any Member because of the failure of the Member to timely pay Assessments, late fees or other charges when due. All monies received from fines shall be placed in the Master Association's general operating account. 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 otherwise legally entitled. 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.

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 this 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 he 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 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.

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.

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 or 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.

7.7.4 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.

7.85 Depository: The depository of the Master Association shall be such bank or banks or other financial institutions 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.

**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 govern 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.

## **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. 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.

~~Until such time as the Declarant, or any Successor Declarant, shall no longer own any portion of Rosedale, the Association, its Directors and officers, shall take all such actions as may be necessary or appropriate to enable the Declarant to exercise any power or authority reserved by the Declarant for its benefit in either the Declaration, the Articles or these Bylaws.~~

The foregoing was adopted as amendments to the Bylaws of the Association at the first meeting of the Board of Directors on the 19 day of MAY, 2008  
1992.

Signed, sealed and delivered in the presence of :

ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC.,

Sign: Linda Safford

By: Gary Emigh, President

Print: LINDA SAFFORD

Sign: Erica Carrillo

Print: Erica Carrillo

Signed, sealed and delivered in the presence of :

ATTEST:

Sign: Linda Safford

By: Lauren DeBry, Secretary

Print: LINDA SAFFORD

Sign: Erica Carrillo

Print: Erica Carrillo

[Corporate Seal]

Declarant hereby joins in and consents to the amendments to the Bylaws on this 19 day of MAY, 2008.

Signed, sealed and delivered in the presence of :

NEWTOWN DEVELOPMENTS, INC.

Sign: [Signature]

By: [Signature], President  
Robert Hunt

Print: Patrick Hogan

Sign: [Signature]

Print: Linda Safford

Signed, sealed and delivered in the presence of :

ATTEST:

Sign: [Signature]

By: [Signature], Secretary  
Patrick Hogan

Print: Linda Safford

Sign: [Signature]

[Corporate Seal]

Print: Gary Emigh

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of May, 2008, by Gary Emigh as President of Rosedale Master Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification.

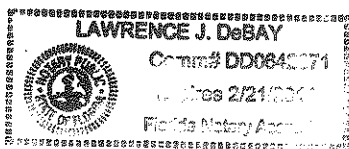
NOTARY PUBLIC

Sign: [Signature]

Print: Lawrence J. DeBay

State of Florida at Large (Seal)

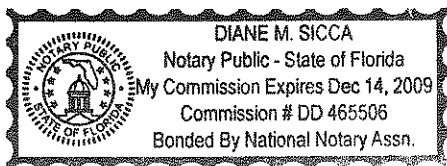
My Commission expires: 2/21/2011





STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2008, by LAWRENCE J. DEBAY as Secretary of Rosedale Master Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: Diane M. Sicca

Print: DIANE M. SICCA  
State of Florida at Large (Seal)  
My Commission expires:

DEC 14, 2009

STATE OF FLORIDA  
COUNTY OF Manatee

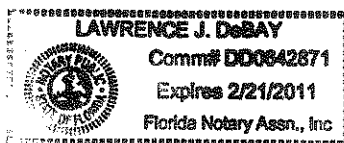
The foregoing instrument was acknowledged before me this 19 day of May, 2008, by Robert Hunt as President of Newtown Developments, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

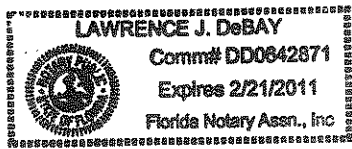
Sign: Lawrence J. Debay

Print: LAWRENCE J. DEBAY  
State of Florida at Large (Seal)  
My Commission expires: 2/21/2011



STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 19 day of May, 2008, by Patrick Hogan as Secretary of Newtown Developments, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of Florida at Large (Seal)

My Commission expires: