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OR BOOK 02271 PAGES 5573 - 5610
MANATEE COUNTY CLERK COURT
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CERTIFICATE OF AMENDMENT

**ARTICLES OF INCORPORATION
BYLAWS
ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Articles of Incorporation and Bylaws of ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC., were consented to in writing by the Declarant, NEWTOWN DEVELOPMENTS, INC., as required by Article 12.6 of the Master Declaration of Rosedale and Article 10.01 of the Bylaws of the Association. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law. **

DATED this 15 day of August, 2008.

Signed, sealed and delivered
in the presence of:

ROSEDALE MASTER HOMEOWNERS'
ASSOCIATION, INC.

sign: Linda Safford

By: Gary Emigh
Gary Emigh, President

print: Linda SAFFORD

sign: [Signature]

print: CHARLES W. WELLS

sign: J. Cooper

By: Lawrence DeBay
Lawrence DeBay, Secretary

print: Jenifer Cooper

sign: Nicole Gray

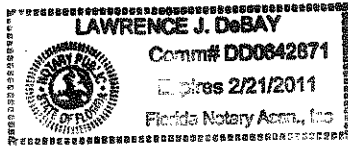
print: NICOLE Gray

(Corporate Seal)

**The original Master Declaration of Covenants, Conditions and Restrictions for Rosedale is recorded at Official Records Book 1398, Page 7050 of the Public Records of Manatee County, Florida.

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15 day of August, 2008, by Gary Emigh as President of Rosedale Master Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

[Handwritten Signature]

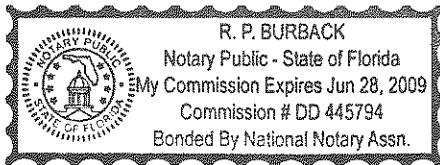
print

Lawrence J. DeBay

State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15th day of August, 2008, by Lawrence DeBay as Secretary of Rosedale Master Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

[Handwritten Signature]

print

R. P. Burback

State of Florida at Large (Seal)
My Commission expires:

AMENDMENTS

ARTICLES OF INCORPORATION 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]

Declarant and the ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC., hereby adopts the following as amendments to its Articles of Incorporation undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes and certifies as follows:

ARTICLE I. NAME

The name of this corporation shall be "ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC." For convenience, the corporation shall herein be referred to as the "Master Association". The original Articles of Incorporation of the Master Association were filed with the Florida Department of State on November 4, 1992 and assigned document number N92000000213.

ARTICLE II. PURPOSE

~~2.1 Purpose.~~ The purpose for which the Master Association is organized is to provide an entity for the operation, maintenance, preservation, management and architectural control of the Lots and Common Areas located within ROSEDALE, a subdivision located in an unincorporated area of Manatee County, Florida, in accordance with the "Master Declaration of Covenants, Conditions and Restrictions for ROSEDALE," herein called the "Master Declaration", which ~~is to be~~ was originally recorded at Official Records Book 1398, Page 7050 et seq. in the Public Records of Manatee County, Florida, as same may be amended. The Master Association shall have the further purpose of promoting the health, safety and welfare of the Owners and occupants of ROSEDALE, consistent with the Master Declaration, these Articles and the Bylaws of the Master Association.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The Master Association shall have all of the common law and statutory powers of a corporation not for profit and a homeowners association not in conflict with these Articles or the Master Declaration.

3.2 **Specific Powers:** The Master Association shall have all of the powers and duties set forth in the Master Declaration, as amended from time to time, except as validly limited by Florida law, these Articles, and the Bylaws and by said Master Declaration, and all of the powers and duties reasonably necessary to own and operate the Common Areas of ROSEDALE pursuant to the Master Declaration and to perform the maintenance, administrative, managerial and other functions for ROSEDALE as provided in said Master Declaration, as they may be amended from time to time, including but not limited to the following:

- (a) To enforce the provisions of the Master Declaration, these Articles and the Bylaws of this Master Association by appropriate means and carry out the obligations of the Master Association under the Master Declaration.
- (b) To make and collect annual and special assessments against Members to defray the cost of the common expenses of ROSEDALE as provided in the Master Declaration and to establish and fund reserve accounts.
- (c) To use the proceeds of annual and special assessments in the exercise of its powers and duties.
- (d) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain, operate and administer the use of the Common Areas in accordance with the Master Declaration.
- (e) To purchase insurance upon the Common Areas and for the protection of the Master Association and its Members and to purchase and maintain insurance for the directors and officers of the Master Association.
- (f) To reconstruct the improvements of the Common Areas after casualties and further to improve the Common Areas in accordance with the Master Declaration.
- (g) To adopt and amend reasonable rules and regulations respecting the use of the lakes, ponds, retention areas, Common Areas and Lots in accordance with the Master Declaration.
- (h) To enforce by legal means the provisions of the Master Declaration, the Bylaws, and rules and regulations duly adopted by the Master Association.
- (i) To furnish or otherwise provide for private security, fire protection or such other services as the Board in its discretion determines necessary or appropriate.

- (j) To pay any real and personal taxes, assessments, and other charges assessed against the Common Areas or the Master Association, unless same are separately assessed to the Owners.
- (k) To obtain all required utility and other services for the Common Areas.
- (l) To maintain architectural control over all Lots in ROSEDALE in accordance with the Master Declaration.
- (m) To negotiate and contract for such materials and services for the benefit of all or any part of the Members who may subscribe to or elect to accept such materials or services as agent on behalf thereof, in accordance with the Master Declaration.
- (n) To borrow money and to pledge assets of the Master Association as security therefore pursuant to the Master Declaration.
- (o) To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the Master Association responsibilities.
- (p) To prepare, and maintain, repair and replace such parts of ROSEDALE as may be provided in the Master Declaration.
- (q) To exercise such further authority as may be reasonably necessary to carry out each and every one of the obligations of the Master Association set forth in the Master Declaration, these Articles or the Bylaws, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to the Master Association, or reasonably necessary to effectuate its obligation under the Master Declaration.
- (r) To operate and maintain a stormwater management system and a stormwater discharge facility as exempted or permitted by the Southwest Florida Water Management District. Should this Master Association be dissolved, any stormwater management system and discharge facility shall be maintained by an entity approved by the Southwest Florida Water Management District.
- (s) To purchase Lots in ROSEDALE at foreclosure sales and to hold, lease, mortgage, improve and convey same.

3.3 Emergency Powers.

- (a) In anticipation of or during any emergency as defined in subsection (e), the Board of Directors may: (1) modify lines of succession to accommodate the incapacity or absence of any director, officer, employee or agent; and (2) relocate the principal office or designate alternative principal offices or regional offices or authorize the officers to do so.
- (b) During an emergency defined in subsection (e), unless emergency Bylaws provide otherwise: (1) 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; (2) one or more officers of the Master Association 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; and (3) the actual director or directors in attendance at a meeting, or any greater number affixed by the emergency Bylaws shall 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: (1) binds the corporation; and (2) may not be used to impose liability on any Master Association director, officer, employee, or agent.
- (d) An officer, director, or employee acting in accordance with any emergency Bylaws is only liable for willful misconduct.
- (e) An emergency exists for purposes of this Section 3.3 if a quorum of the Master Association's directors cannot readily be assembled because of some catastrophic event.
- (f) Adopt emergency Bylaws to be effective during an emergency as defined in subsection (e) hereof.
- (g) To the extent not inconsistent herewith or with any emergency Bylaws so adopted, the Bylaws of the Master Association shall remain in effect during any emergency, and upon termination of the emergency, these provisions and the emergency Bylaws will automatically cease to be operative.

ARTICLE IV. MEMBERS

4.1 **Members:** The Members of the Master Association shall consist of the Declarant, Newton Rosedale Developments, Inc., as the Declarant Member, 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 subject to the Master Declaration.

4.2. **Change of Membership:** Change of membership in the Master Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot or Unit in ROSEDALE, and the delivery to the Master Association of a copy of such instrument. The Owner or Owners designated in such instrument shall there upon become a Member of the Master Association and the membership of the prior Owner shall thereupon be terminated, as provided in the Bylaws.

4.3 **Limitation on a Transfer of Shares or Assets:** The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Lot or Unit.

4.4 **Voting:** The Owner of each Lot shall be entitled to one vote as a Member of the Master Association; provided, however, that the Declarant shall, be entitled to the number of votes as provided in the Master Declaration. The manner of exercising voting rights shall be determined by the Bylaws of the Master Association. Owners owning more than one Lot shall be entitled to one vote for each Lot owned. Voting rights shall be subject to such provisions for delegation of voting rights and the granting of irrevocable proxies as may be provided in the Master Declaration and the Bylaws.

ARTICLE V. DIRECTORS

5.1 **Board of Directors:** The affairs of the Master Association shall be managed by a Board consisting of such number of ~~Members~~ as may be determined from time to time in accordance with the Master Declaration and the Bylaws. In no event shall the Board consist of fewer than three (3) Directors.

5.2 **Election of Directors:** Directors of the Master Association shall be elected at the annual meeting of the Members, in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

~~5.3 **First Board of Directors:** The names and addresses of the initial Board of Directors, who have been selected by the Declarant and who shall serve until their successors are elected and have qualified, or until they resign or are removed, are as follows:~~

Gary Emigh

CORPORATION'S ADDRESS:

1942 Seventh Street
Sarasota, Florida 34236

Patrick Hogan

~~1942 Seventh Street
Sarasota, Florida 34236~~

Richard E. Ross

~~1942 Seventh Street
Sarasota, Florida 34236~~

~~The initial Directors designated by Rosedale Development, Inc., the Declarant, and any Directors subsequent designated or appointed or elected by Declarant in accordance with the terms of the Declaration, need not be Members of the Association.~~

ARTICLE VI. INDEMNIFICATION

6.1 **Indemnification:** Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including without limitation legal fees, reasonably incurred by, ~~or imposed upon him~~ in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in 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 a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Master Association.

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.

6.2 **Insurance:** The Board of the Master Association ~~shall~~ may purchase liability insurance to insure all Directors, officers, ~~or agents and committee members,~~ past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Master Association as a part of the common expenses.

ARTICLE VII. BYLAWS

~~7.1 BY LAWS:~~ The first Bylaws of the Master Association shall be adopted by the Board and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the Bylaws and the Master Declaration.

ARTICLE VIII. EXISTENCE

The term of the Master Association shall be perpetual.

ARTICLE IX. INCORPORATOR

The names and addresses of the Incorporator of these Articles is:

Patrick Hogan 1942 Seventh Street
Sarasota, Florida 34236

ARTICLE X. REGISTERED AGENT

The registered agent of the Master Association is Patrick Hogan. The registered office of the Master Association is 5100 87th Street East, Bradenton, Florida 34211. The Master Association's Board of Directors may change the Master Association's registered agent and registered office in the manner provided by law.

ARTICLE XI. AMENDMENTS

These Articles of Incorporation 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 Bylaws 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 Articles 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 XII. CONFLICT WITH FLORIDA STATUTES

In the event of a conflict between the provisions of these Articles of Incorporation and the Florida Statutes, terms and provisions of the Florida Statutes shall control and, to the extent, are incorporated by reference herein.

~~The ASSOCIATION hereby appoints MCGUIRE AND PARRY, P.A., whose street address is 1001 3rd Avenue West, Suite 600, Bradenton, Florida 34205, as its Registered Agent under the laws of Florida. By affixing its signature by an authorized Officer hereto, MCGUIRE AND PARRY, P.A. does hereby accept said designation and appointment, and the office of the ASSOCIATION shall be at 1001 3rd Avenue West, Suite 600, Bradenton, Florida 34205.~~

~~STATE OF FLORIDA
COUNTY OF MANATEE~~

~~I hereby certify that on this _____ day of _____, 1992, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared PATRICK HOGAN, who executed the foregoing instrument and acknowledged before me that he executed the same for and on behalf of the~~

corporation and who is (personally know or showed identification _____) to me and who did not take an oath.
My Commission Expires _____

Notary Public

Print Name:

ACCEPTANCE BY REGISTERED AGENT

MCGUIRE AND PARRY, P.A., hereby accepts designation as Registered Agent of the foregoing corporation.

Dated this ____ day of _____, 1992.

MCGUIRE AND PARRY, P.A.

By: _____

HUGH E. MCGUIRE,
President

The foregoing was adopted as amendments to the Articles of Incorporation at the meeting of the Board of Directors on the 19 day of MAY, 2008.

Signed, sealed and delivered in the presence of :

ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC.

Sign: Linda Safford By: Gary Enigh
Print: Linda Safford Gary Enigh, President

Sign: Erica Carrillo
Print: Erica Carrillo

Signed, sealed and delivered in the presence of :

ATTEST:

Sign: Linda Safford By: Lauren J. DeBay
Print: Linda Safford LAUREN J. DEBAY, Secretary

Sign: Erica Carrillo
Print: Erica Carrillo

[Corporate Seal]

Declarant has approved the amendments to the Articles of Incorporation on this 19 day of May, 2008.

Signed, sealed and delivered in the presence of :

NEWTOWN DEVELOPMENTS, INC.

Sign: [Signature]

By: [Signature]
President
Robert A. Hunt

President
Print: Patrick Hagan

Sign: [Signature]
Print: Linda Safford

Signed, sealed and delivered in the presence of :

ATTEST:

Sign: [Signature]
[Signature]
Secretary
Print: Linda Safford

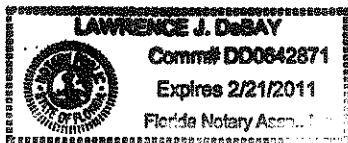
By: Patrick Hagan
Secretary

Sign: [Signature]
Print: Gary Emigh

[Corporate Seal]

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.



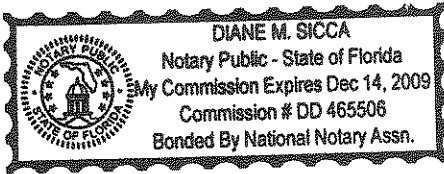
NOTARY PUBLIC

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 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.



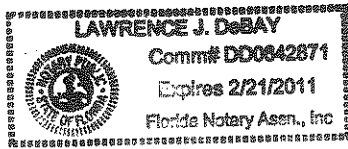
NOTARY PUBLIC

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 A. Hunt as President of Newton Developments, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



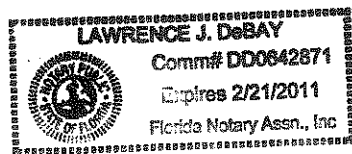
NOTARY PUBLIC

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 Newton 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