

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR ROSEDALE HIGHLANDS, A SUBDIVISION

THIS DECLARATION is made by NEWTON DEVELOPMENTS, INC., a Florida Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant or its predecessor thereto, has prepared and recorded a Master Declaration of Covenants, Conditions and Restrictions for ROSEDALE, a Golf and Tennis Club Community Subdivision ("Master Declaration"), which provides for a Master Association; and

WHEREAS, ROSEDALE HIGHLANDS ("HIGHLANDS") is subject to the Covenants, Conditions and Restrictions contained in the Master Declaration pursuant to a Supplemental Declaration recorded simultaneous herewith, except as provided herein; and

WHEREAS, the Master Declaration provides for a Neighborhood, and HIGHLANDS is, and is intended to be a Neighborhood; and

WHEREAS, Declarant has caused the HIGHLANDS HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation, ("Association") to be incorporated so that it may serve as a Neighborhood Association to implement this Declaration; and

WHEREAS, the Association will assess properties subject to this Master Declaration for such maintenance and other costs provided for herein; and

WHEREAS, Declarant desires to establish covenants, conditions, restrictions and easements, which apply to ROSEDALE and benefit present and future owners of Rosedale;

NOW THEREFORE, in consideration of the premises, Declarant hereby declares that the property hereinafter discussed in Article II shall be held, transferred, sold, conveyed, occupied, used and enjoyed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall constitute covenants running with the title to said property; to wit:

ARTICLE I

DEFINITIONS

All words and terms used herein shall have the meaning as provided in the Declaration.

ARTICLE II

PROPERTY SUBJECT TO THESE COVENANTS

The real property subject to this Declaration is described on Exhibit "A", attached hereto and made a part hereof.

ARTICLE III

HOMEOWNERS ASSOCIATION

1. Membership. Only Owners of lots and parcels and Declarant, prior to the turnover date, shall be members of the Association. Each Owner accepts such membership and agrees to be bound by this Declaration, the Master Declaration, and the Articles, Bylaws of the Association and the Rules and Regulations adopted pursuant thereto. Membership may not be transferred separate and apart from a transfer of ownership of a lot or parcel. Membership commences upon acquisition, and terminates upon sale or transfer, of an Owner's interest in a lot or parcel, whether voluntary or involuntary. Copies of the Articles of Incorporation and Bylaws are attached hereto as Exhibits B & C respectively.

2. Voting Rights. For purposes of voting rights only, the Association has two categories of membership, i.e. regular membership, and declarant membership.

(a) Regular Membership. Members are entitled to one vote for each lot owned; provided, however, that multiple Owners of a lot have only one aggregate vote for such lot.

(b) Declarant Membership. The Declarant member(s) shall at all times have that number of votes equal to three times the total number of votes then held by regular members, plus one. Declarant membership shall terminate and be converted to regular membership on the turnover date. If there is more than one declarant member, they shall cast their votes as they may among themselves determine, and in the absence of such agreement, the original declarant, or its designees shall cast all votes of the declarant members.

3. Election of Board of Directors. Directors of the Association shall be elected and removed, and vacancies on the Board shall be filled as provided in the Bylaws.

4. Control of Board During Development. During the time that Declarant has more votes than the regular members, Declarant shall have the right to designate, elect and remove the members of the Board, and the Directors so designated by declarant need not be members.

ARTICLE IV

CONFIRMATION OF BUILDING RESTRICTIONS AND
MAINTENANCE OF GAS STREET LIGHTS

1. Confirmation of Master Building Restrictions. Except as provided and modified herein, all building restrictions and maintenance obligations provided in the Master Declaration for ROSEDALE are hereby confirmed as valid and binding restrictions for the Lots and Homes in HIGHLANDS.

2. Maintenance of Gas Street Lights and Related Systems. The Association shall be responsible for the maintenance and cost of operation of the gas streetlights installed or to be installed adjacent to the streets of Highlands. Maintenances shall include the repair, removal replacement, alteration, modification or adjustment of the lights themselves, the gas lines running to the lights (to the extent not maintained by the local gas company), the poles or other improvements constructed or installed for the purposes of operating the gas street lights.

ARTICLE V

ASSESSMENTS BY HOMEOWNERS ASSOCIATION

1. Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots or Units in HIGHLANDS in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in its Articles of Incorporation and Bylaws.

2. Special Assessments. The Association shall also have the right to levy special assessments from time to time against all Lots or Units in HIGHLANDS in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Assessments Levied Pro Rata. All assessments levied by the Association, whether annual or special, shall be on the basis of one share per Lot or Unit so that each owner of a Lot or Unit shall bear an equal pro rata share of the expenses of the Association.

4. Assessments Against New Lots or Units. In the event any Lot or Unit becomes subject to the terms of this Declaration subsequent to January 1 of any year, the first assessment shall be prorated for the remainder of the then current month. With respect to any special assessments, only those Lots or Units that are subject to the terms of this Declaration as of the date on which the Board of Directors of said association levies the special assessment shall be liable for such special assessment, and such special assessment shall not be charged to or be a lien against any Lot or Unit made subject to this Declaration thereafter.

6. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in the Association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

7. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner or owners of the Lot or Unit against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

8. Lien Rights of the Association. In order to provide an additional means to enforce the collection of any assessment, fee or other expense (including maintenance and repair expenses) charged to the owner of any Lot or Unit, or any annual or special assessment, the Association shall have a lien against each Lot or Unit in the Subdivision, together with all improvements thereon, as follows:

(a) The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot or Unit, and all improvements thereon, upon the adoption of any assessment or imposition of any fee or expense as provided herein.

(b) In the event any such fee, expense or assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a Claim of Lien in the Public Records of Manatee County, Florida. Said association may enforce said lien by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event said association files a Claim or Lien against any Lot or Unit, it shall be entitled to recover from the owner of such Lot or Unit the aforesaid interest, and late charge and all, costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

(c) It is the intent hereof that the aforesaid lien against each individual Lot or Unit shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Manatee or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot or Unit prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such lot); provided, however, that such subordination shall not apply to any fee, expense, or assessment which becomes due and payable after a sale or transfer of the Lot or Unit pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

ARTICLE VI

EASEMENTS

1. Maintenance Easement. Perpetual Easements are granted to each Lot over and across the Lots on either side thereto for the purposes of ingress and egress to allow the Declarant or any Owner for reasonable access to perform repairs and maintenance on the dwelling constructed on said Lot. The person exercising its rights under this Easement shall exercise ordinary care in their actions so as to prevent any damage or injury to the property of the adjoining Lot and to avoid unreasonable interruptions or interference with the peaceful enjoyment of the use of the adjoining Lot.

ARTICLE VII

COMPLIANCE WITH MANATEE COUNTY
LAND DEVELOPMENT CODE

(a) A right of entry upon the Common Area is hereby granted to the Manatee County law enforcement officers, health and pollution control personnel, emergency service personnel and fire fighting personnel while in pursuit of their duties.

(b) Notwithstanding anything herein contained to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

(c) No lands in the Common Areas shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

(d) In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-rated within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.

(e) Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

(f) Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

ARTICLE VIII

GENERAL PROVISIONS

1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Declarant, the Association or the owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period, (a) members of the Association holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (b) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of said association and recorded in the Public Records of Manatee County.

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Declarant, the Association or any Lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by Declarant or the Association but not attorney's fees incurred by any Lot owner in bringing an action against another Lot owner. Failure by Declarant, the Association, or any Lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto. Declarant shall not in any way be held liable or held responsible for any violation of this Declaration by any persons or party and Declarant shall not in any way be held liable or responsible for the enforcement of the covenants and restrictions contained herein. None of the foregoing restrictions and covenants set forth in Article III shall apply to the Declarant during the period of construction of the improvements on the Lots.

3. Assignment by Declarant. Declarant may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the Association, or to any other corporation, association or person.

4. Sales Activities. Notwithstanding any provision hereinabove to the contrary, until Declarant has completed, sold and conveyed all of the Lots within the Subdivision, neither the owners, nor the Association, nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and other sales activity of Declarant.

5. Severability. Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

6. Amendment. This Declaration may be amended at any time and from time to time upon the approval of members of the Association holding at least two-thirds (2/3) of the voting rights and upon the approval of the Master Association in accordance with its provisions relating to the amendment of the Master Declaration. The amendment shall become effective upon recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said association; provided, however, that until the Turnover Date, no amendment shall be effective without Declarant's express written joinder and consent. This Declaration may also be amended at any time or times prior to the Turnover Date by Declarant upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

7. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

8. Manatee County Provisions and Exhibits. Pursuant to the requirements of the Manatee County Land Development Code the following Exhibits are attached hereto, and incorporated herein:

- Exhibit D - Notice to Buyers
- Exhibit E - Listing of Holdings
- Exhibit F - Maintenance Program
- Exhibit G - Fiscal Program, Including 10-Year Budget Attached

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its undersigned duly authorized officers, this 28 day of February 2000.

Linda Safford
Witness
LINDA SAFFORD

Gary Emigh
Witness
Gary Emigh
NEWTON DEVELOPMENTS, INC.,
a Florida Corporation

By: [Signature]
PATRICK M. HOGAN
As Vice President

BK 1722 PG 6368 7 of 30

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me this 28 day of February 2000, by PATRICK M. HOGAN, as Vice President of NEWTON DEVELOPMENTS, INC., a Florida Corporation, who is personally known to me and who did not take an oath.

My Commission Expires: Nov. 4, 2001

Jacqueline Flynn
Notary Public

JACQUELINE FLYNN
Print Name:

(NOTARY SEAL)

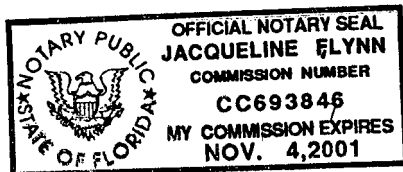


EXHIBIT "A"

ROSEDALE HIGHLANDS, Subphase "D" Unit 1

LEGAL DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S.88°53'43"E. ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 616.10 FEET TO THE POINT OF BEGINNING; THENCE N. 17°09'51"W., A DISTANCE OF 241.87 FEET; THENCE N.00°21'15"W., A DISTANCE OF 354.47 FEET; THENCE N. 13°30'44"E., A DISTANCE OF 264.57 FEET; THENCE S.75°02'18"E., A DISTANCE OF 131.46 FEET; THENCE N. 13°30'44"E., A DISTANCE OF 130.04 FEET; THENCE S.75°02'18"E., A DISTANCE OF 187.29 FEET; THENCE S. 14°57'42"W., A DISTANCE OF 130.00 FEET; THENCE S.75°02'18"E., A DISTANCE OF 10.00 FEET; THENCE S. 14°57'42"W., A DISTANCE OF 50.00 FEET; THENCE N.75°02'18"W., A DISTANCE OF 21.86 FEET; THENCE S. 12°17'22"W., A DISTANCE OF 128.00 FEET; THENCE S.00°21'15"E., A DISTANCE OF 313.76 FEET; THENCE S.07°33'49"E., A DISTANCE OF 143.24 FEET; THENCE N.82°00'55"E., A DISTANCE OF 41.13 FEET, THENCE S.07°59'05"E., A DISTANCE OF 50.00 FEET; THENCE S. 16°22'39"-E., A DISTANCE OF 132.26 FEET; THENCE N. 77°40'40"E., A DISTANCE OF 90.14 FEET, THENCE N.50°34'13"E., A DISTANCE OF 147.30 FEET; THENCE S.00°29'27"E., A DISTANCE OF 70.90 FEET, THENCE S.01°01'10"W., A DISTANCE OF 453.30 FEET; THENCE S.72°26'18"W., A DISTANCE OF 27.72 FEET; THENCE N.37°57'21"W., A DISTANCE OF 129.06 FEET; THENCE N.75°56'27"W., A DISTANCE OF 123.95 FEET; THENCE S. 15°23'40"W., A DISTANCE OF 166.09 FEET; THENCE N.74°36'20"W., A DISTANCE OF 29.50 FEET; THENCE S.06°43'09"W., A DISTANCE OF 130.76 FEET; THENCE S.01°09'22"W., A DISTANCE OF 297.13 FEET, THENCE S.85°20'41"E., A DISTANCE OF 32.52 FEET; THENCE S.04°39'19"W., A DISTANCE OF 50.00 FEET; THENCE N.85°20'41"W., A DISTANCE OF 10.00 FEET; THENCE S.04°39'25"W., A DISTANCE OF 125.00 FEET; THENCE S.85°20'41"E., A DISTANCE OF 61.41 FEET; THENCE N.72°24'28"E., A DISTANCE OF 199.02 FEET; THENCE N.35°34'05"E., A DISTANCE OF 88.98 FEET; THENCE S.01°01'10"W., A DISTANCE OF 505.77 FEET; THENCE N.28°17'04"W., A DISTANCE OF 100.77 FEET; THENCE N.42°05'20"W., A DISTANCE OF 158.56 FEET; THENCE N.61°42'36"W., A DISTANCE OF 89.87 FEET; THENCE N.88°34'21"W., A DISTANCE OF 728.76 FEET; THENCE N.02°07'39"E., A DISTANCE OF 140.01 FEET; THENCE S.88°34'21"E., A DISTANCE OF 152.01 FEET; THENCE N.02°07'39"E., A DISTANCE OF 150.01 FEET; THENCE N.88°34'21"W., A DISTANCE OF 12.00 FEET; THENCE N.02°07'39"E., A DISTANCE OF 50.00 FEET; THENCE S.88°34'21"E., A DISTANCE OF 169.53 FEET TO A POINT OF CURVATURE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°57'43", A CHORD DISTANCE OF 28.60 FEET AND A CHORD BEARING OF S.85°35'30"E.; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.61 FEET; THENCE N.01°09'22"E., A DISTANCE OF 325.56 FEET THENCE N. 15°23'40"E., A DISTANCE OF 409.02 FEET, TO A POINT OF CURVATURE TO THE LEFT, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 32°33'30", A CHORD DISTANCE OF 53.26 FEET AND A CHORD BEARING OF N.00°53'06"W.; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.98 FEET; THENCE N. 17°09'51"W., A DISTANCE OF 90.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.81 ACRES MORE OR LESS.

BK 1722 PG 6369 8 of 30

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HIGHLANDS ROSEDALE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on February 24, 1999, as shown by the records of this office.

The document number of this corporation is N99000001540.

BK 1722 PG 6370 9 of 30

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Fourteenth day of November, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
HIGHLANDS ROSEDALE HOMEOWNERS' ASSOCIATION, INC.
A Corporation Not for Profit

FILED
99 FEB 24 AM 10:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes and certifies as follows:

ARTICLE I. NAME and PRINCIPAL OFFICE

The name of this corporation is "HIGHLANDS ROSEDALE HOMEOWNERS' ASSOCIATION, INC." For convenience, the corporation shall herein be referred to as the "ASSOCIATION". The Principal Office of the corporation shall be at:

5100 87th Street East
Bradenton, Florida 34202

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the ASSOCIATION is organized is to provide an entity for the maintenance, preservation, management and architectural control of the LOTS and COMMON AREAS located within ROSEDALE HIGHLANDS, 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 "DECLARATION", which is to be recorded in the Public Records of Manatee County, Florida, as same may be amended. The ASSOCIATION shall have the further purpose of promoting the health, safety and welfare of the OWNERS and occupants of ROSEDALE HIGHLANDS, consistent with the DECLARATION, these ARTICLES and the BY-LAWS of the ASSOCIATION.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The ASSOCIATION shall have all of the common law and statutory powers of a corporation not for profit not in conflict with these ARTICLES or the DECLARATION.

3.2 Specific Powers: The ASSOCIATION shall have all of the powers and duties set forth in the DECLARATION, as amended from time to time, except as validly limited by these ARTICLES and by said DECLARATION, and all of the powers and duties reasonably necessary to own and operate the COMMON AREAS of ROSEDALE pursuant to the DECLARATION and to perform the maintenance, administrative, managerial and other functions for ROSEDALE as provided in said

DECLARATION, as they may be amended from time to time, including but not limited to the following:

- (a) To enforce the provisions of the DECLARATION, these ARTICLES and the BY-LAWS of this ASSOCIATION by appropriate means and carry out the obligations of the ASSOCIATION under the DECLARATION.
- (b) To make and collect assessments against MEMBERS to defray the cost of the common expenses of ROSEDALE HIGHLANDS as provided in the DECLARATION.
- (c) To use the proceeds of assessments in the exercise of its powers and duties.
- (d) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the COMMON AREAS in accordance with the DECLARATION.
- (e) To purchase insurance upon the COMMON AREAS and for the protection of the ASSOCIATION and its MEMBERS.
- (f) To reconstruct the improvements of the COMMON AREAS after casualties and further to improve the COMMON AREAS in accordance with the DECLARATION.
- (g) To adopt and amend reasonable rules and regulations respecting the use of the COMMON AREAS in accordance with the DECLARATION.
- (h) To enforce by legal means the provisions of the DECLARATION, the BY-LAWS, and regulations duly adopted by the ASSOCIATION.
- (i) To pay any real and personal taxes and other charges assessed against the COMMON AREAS unless same are separately assessed to the OWNERS.
- (j) To obtain all required utility and other services for the COMMON AREAS.
- (k) 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 DECLARATION.

- (l) To borrow money and to pledge assets of the ASSOCIATION as security therefor pursuant to the DECLARATION.
- (m) To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the ASSOCIATION responsibilities.
- (n) To prepare and maintain such parts of ROSEDALE HIGHLANDS as may be provided in the DECLARATION.
- (o) To exercise such further authority as may be reasonably necessary to carry out each and every one of the obligations of the ASSOCIATION set forth in the DECLARATION, these ARTICLES or the BY-LAWS, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to the ASSOCIATION, or reasonably necessary to effectuate its obligation under the DECLARATION.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the ASSOCIATION and the proceeds thereof shall be held in trust for the MEMBERS, in accordance with the Provisions of the DECLARATION, these ARTICLES and the By-Laws of the ASSOCIATION.

ARTICLE IV. MEMBERS

4.1 Members: The MEMBERS of the ASSOCIATION shall consist of the Declarant, NEWTON 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 DECLARATION and all of the record OWNERS of Lots or Units in ROSEDALE HIGHLANDS subject to the DECLARATION.

4.2 Change of Membership: Change of membership in the 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 HIGHLANDS, and the delivery to the ASSOCIATION of a copy of such instrument. The OWNER or OWNERS designated in such instrument shall there upon become a MEMBER of the ASSOCIATION and the membership of the prior OWNER shall thereupon be terminated, as provided in the BY-LAWS.

4.3 Limitation on a Transfer of Shares or Assets: The share of a MEMBER in the funds and assets of the 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 ASSOCIATION; provided, however, that the DECLARANT shall, be entitled to the number of votes as provided in the DECLARATION. The manner of exercising voting rights shall be determined by the BY-LAWS of the 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 DECLARATION and the BY-LAWS.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the 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 DECLARATION and the BY-LAWS. In no event shall the BOARD consist of fewer than three (3) Directors.

5.2 Election of Directors: Directors of the ASSOCIATION shall be elected at the annual meeting of the MEMBERS, in the manner provided by the BY-LAWS. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BY-LAWS.

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:

Mr. Pat Hogan	5100 87th Street East Bradenton, Florida 34202
Gary Emigh	5100 87th Street East Bradenton, Florida 34202
Curtis Jordan	5100 87th Street East Bradenton, Florida 34202

The initial Directors designated by ROSEDALE DEVELOPMENTS, INC., the DECLARANT, and any Directors subsequently 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 ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including 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 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 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 ASSOCIATION may purchase liability insurance to insure all Directors, officers or agents, 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 ASSOCIATION as part of the common expenses.

ARTICLE VII. BY-LAWS

7.1 By-Laws: The first BY-LAWS of the 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 BY-LAWS and the DECLARATION.

ARTICLE VIII. EXISTENCE

The term of the ASSOCIATION shall be perpetual.

ARTICLE IX. INCORPORATOR

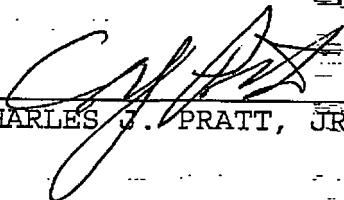
The names and addresses of the Incorporator to these ARTICLES is:

Charles J. Pratt, Jr. . . . Suite 600
1001 3rd Avenue West
Bradenton, Florida 34205

ARTICLE X. REGISTERED AGENT

The ASSOCIATION hereby appoints Mc Guire, Pratt, Masio & Farrance, 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, the undersigned does hereby accept said designation and appointment, and the registered office of the ASSOCIATION shall be at 1001 3rd Avenue West, Suite 600, Bradenton, Florida 34205.

IN WITNESS WHEREOF, the Incorporator has caused this document to be executed on February 22, 1999.



CHARLES J. PRATT, JR.

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that on this 22nd day of February, 1999, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared CHARLES J. PRATT, JR., 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 known to me and who did not take an oath.

My Commission Expires:



MELINDA S. BLEVINS
COMMISSION # CC625553
EXPIRES MAR 24, 2001
BONDED THROUGH
ATLANTIC BONDING CO., INC.



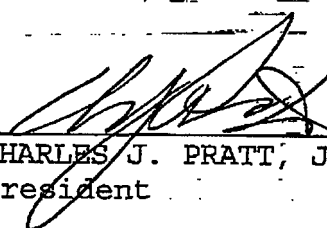
Notary Public
Print Name: Melinda S. Blevins

ACCEPTANCE BY REGISTERED AGENT

Mc Guire, Pratt, Masio & FARRANCE, P.A., hereby accepts designation as Registered Agent of the foregoing corporation.

Dated: 2/22/99

Mc Guire, Pratt, Masio & Farrance, P.A.

By: 

CHARLES J. PRATT, JR., Vice-
President

FILED
99 FEB 24 AM 10:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit C

BY-LAWS

OF

HIGHLANDS HOMEOWNERS' ASSOCIATION, INC.
A Corporation Not for Profit

ARTICLE I. MEMBERS

1.1 Qualification: The MEMBERS of the 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 DECLARATION) and all of the record OWNERS of Lots or Units in THE HIGHLANDS which are subject to the DECLARATION, in accordance with the DECLARATION.

1.2 Change of Membership: Change of membership in the 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 ASSOCIATION of a certified copy of such recorded instrument. Upon the happening of both such events, the OWNER established by such instrument shall thereupon become a MEMBER of the ASSOCIATION, and the membership of the prior OWNER shall be terminated.

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 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 voting shall, however, be determined on a per Lot basis, as provided in Article III.

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 ASSOCIATION shall not be assigned, hypothecated or transferred in any manner except as an appurtenant to his Lot.

1.5 Evidence of Membership: There shall be no stock or membership certificates in the 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 DECLARATION and the ARTICLES. 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.

BK 1722 PG 6377 16 of 30

2.2 Voting Procedure: The single or multiple OWNERS of each Lot who are REGULAR MEMBERS shall have one vote for each Lot owned and the DECLARANT MEMBER shall have the number of votes provided for in the DECLARATION. All determination of requisite majorities and quorums for all purposes under the DECLARATION, the ARTICLES and these BY-LAWS 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 a greater percentage is required by the DECLARATION, the ARTICLES, or these BY-LAWS.

2.3 Quorum: A quorum shall exist when the MEMBERS representing a majority of all votes are present, either in person, by designated voting representative or by proxy.

2.4 Designation of Voting Representative: The right to cast the vote attributable to each Lot owned shall be determined by a certificate filed with the ASSOCIATION, signed by all OWNERS of the Lot. If no such 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. The right to cast the vote is further limited to the provisions of this section:

- (a) Single OWNER: If one natural person owns the Lot, 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 the record OWNERS and filed with the Secretary of the 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 an Assistant Secretary, and filed with the Secretary of the 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 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 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 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 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) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. If a certificate is not filed, the Lot shall not be counted in determining a quorum, unless all OWNERS required to execute such certificate 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 ASSOCIATION meeting, such decision shall be expressed by the same person who would cast the vote of such OWNER if at an ASSOCIATION meeting, unless the joinder of record OWNERS is specifically required by the DECLARATION or these BY-LAWS.

2.6 Proxies: Votes may be cast in person or by 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 must be filed with the Secretary of the 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 DECLARATION, voting may be by roll call, voice vote or by written ballot; provided that whenever written approval is required by the DECLARATION, or whenever any amendment to the DECLARATION is proposed, or when any borrowing of funds, pledge, or other disposition of 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 meetings of the MEMBERS shall be held during the month of November of each year on a day and at a time determined by the BOARD; provided that notice pursuant to Section 4.3 is given at least 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 time, place and the objects for which the meeting is called, shall be given by any officer 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. Notice of meetings may be waived in writing before, during or after meetings.

3.4 Place: Meetings of the ASSOCIATION MEMBERS shall be held at such place as the BOARD may designate in the Notice of 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, may adjourn the meeting from time to time until a quorum is present.

3.6 Order of Business: The order of business at annual meetings, and as far as practical at all special 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) New business.
- (j) Announcements.
- (k) Adjournment.

3.7 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.

3.8 Proviso: Provided, however, that until the DECLARANT has terminated its control of the ASSOCIATION and its affairs in accordance with the DECLARATION, the proceedings of all meetings of the MEMBERS of the ASSOCIATION shall have no effect unless approved by the BOARD, except for the rights of the REGULAR MEMBERS to elect Directors.

ARTICLE IV. DIRECTORS

4.1 Number: The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than 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 (3) 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, 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 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. There shall be no cumulative voting.
- (c) 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. A special meeting of the 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 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 ASSOCIATION at the same meeting subject to Paragraph 5.2(d) below.

- (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 HIGHLANDS HOMEOWNERS' ASSOCIATION, INC. until such time as DECLARANT MEMBERSHIP ceases as provided in the DECLARATION. The power to designate is further subject to Paragraph 5.2(e) below. The initial BOARD shall serve until the first election of Directors.

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 or Partnership Owner: An officer of any corporate owner 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, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director he is replacing. Vacancies following removal of office pursuant to Section 5.2(c) shall be filled as therein provided.

4.6 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the ASSOCIATION. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who 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 ASSOCIATION. After the DECLARANT has transferred control of the ASSOCIATION pursuant to the 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 as provided in Article III hereof.

4.8 Organizational Meeting: The organizational meeting of a newly elected BOARD shall be held within twenty (20) days of its election, at such 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.

4.9 Regular Meetings: The BOARD may, from time to time, establish a schedule of regular meetings to be held at such time and place as the BOARD may designate. Any regular scheduled 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 Meetings: Special Meetings of the 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 members of the BOARD.

4.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the 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.

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 DECLARATION or these BY-LAWS.

4.13 Adjourned Meeting: If, at any meeting of the BOARD, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned 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: 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 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 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.

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 5, the ASSOCIATION and ASSOCIATION PROPERTY, except as may be reserved or granted to the OWNERS, DECLARANT or a specific committee or committees of the ASSOCIATION by the DECLARATION, THE ARTICLES or these BY-LAWS.

ARTICLE VI. OFFICERS

6.1 Officers and Election: The officers of the 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 as may be determined from time to time by the BOARD, all of whom 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 as it may create.

6.2 President: The President shall be the chief executive officer of the 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 the 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 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 DECLARATION documents. He shall keep the records of the 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. MEMBERS, or their authorized representatives, and BOARD members shall keep the minutes of all meetings of the MEMBERS and the BOARD in books available for inspection 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 ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the books of the 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 ASSOCIATION shall be indemnified by the 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 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 ASSOCIATION shall be the calendar year.

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

7.3 Budget: The BOARD shall adopt a 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 Expenditures: All funds of the 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.

7.5 Depository: The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the ASSOCIATION shall be deposited. Withdrawal 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 ASSOCIATION may be commingled or kept in separate accounts.

ARTICLE VIII. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the ASSOCIATION, the BOARD and Committees of the ASSOCIATION when not in conflict with the DECLARATION, ARTICLES or these BY-LAWS.

ARTICLE IX. AMENDMENTS

These BY-LAWS may be amended by the Board of Directors of the ASSOCIATION at any regular or special meeting duly 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 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 5. Amendments to the BY-LAWS shall not be effective until they have been certified by an authorized officer of the ASSOCIATION and a copy of the Amendment is recorded in the books of the ASSOCIATION.

ARTICLE X. MISCELLANEOUS

The provisions of these BY-LAWS shall be construed together with the DECLARATION and the ARTICLES. In the event of a conflict between the provisions hereof and the provisions of the DECLARATION, the provisions of the DECLARATION shall control. The provisions hereof shall be liberally construed to grant to the 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 5, 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 BY-LAWS.

EXHIBIT D

Notice to Buyers

To the purchasers of lots in **ROSEDALE HIGHLANDS**, Subphase D, Unit-1, a Subdivision, in Manatee County, Florida.

You are hereby notified that the purchase of your lot is subject to:

1. The Declaration of Covenants, Conditions and Restrictions, as amended, a copy of which is provided upon execution of your contract to purchase.
2. Ownership of a lot in said Subdivision automatically makes you a member of the ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC. and you are subject to its By-Laws and regulations. Each lot entitles its Owner to one vote in the affairs of the Association. The Articles and By-Laws are recorded as exhibits to the Supplemental Master Declaration, recorded at O.R. Boon 1398, Page 7176, of the Public Records of Manatee County, Florida. In addition, ownership in the subdivision automatically makes you a member of the ROSEDALE HIGHLANDS HOMEOWNERS' ASSOCIATION, INC. the Articles and By-Laws of which are recorded with the Declaration of Restrictions.
3. The MASTER ASSOCIATION owns and has the right and power to access and collect, as provided in its By-Laws, the cost of maintaining subdivision facilities, that includes the private roadways and other amenities, which you have a right to enjoy, in accordance with said Restrictions. Rosedale Highlands Homeowners' Association, Inc. has the right to access and collect, as provided in its By-Laws, the costs of maintaining subdivision facilities and provide
4. The current assessment for 2001 by the Master Association is \$600.00 annually for each lot subject to the Master Association. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.
5. The original Fiscal Program for the Master Association is recorded at Official Records Book 11398, Page 7070, Public Records of Manatee County, Florida.
6. The Developer is required to plant at least two (2) 12 foot high, 2 ½" (minimum) DBH Native Species tree per lot. The trees must be maintained, and may not be removed unless diseased or dead, in which case, they must be replaced, at the Owner's expense with a tree meeting the same criteria as provided herein.
7. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Venice Service Office.
8. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.
 - (a) For systems utilizing retention or wet detention, the inspections shall be performed after operation is authorized and every two years thereafter.
9. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer area, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Regulation Department.

BK 1722 PG 6387 26 of 30

EXHIBIT E

List of Holdings

The following is a list of holdings of the ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC. a non-profit Florida Corporation, to wit:

TRACT 1: Consists of a private roadway known as 97th Street East which is depicted on the Rosedale Highlands, Subphase D, Unit-1

TRACT 2: A lake as shown on the Plat

TRACT 3: A lake as shown on the Plat

TRACT 4: Consists of a utility lift station as shown on the Plat

It is contemplated that the Master Homeowners' Association will, upon completion, take title to the above described improvements and the common area, and use and maintain the same pursuant to the Restrictions respecting said Subdivision, and the Land Development Code of Manatee County.

BK 1722 PG 6300 27 of 30

Exhibit "F"

MAINTENANCE PROGRAM

A maintenance program has been established for the operation and care of the subdivision amenities. The following is a schedule for the inspection and maintenance of all lands, streets, and facilities under the purvue of the ROSEDALE HIGHLANDS HOMEOWNER'S ASSOCIATION, INC.

- Weekly: Inspection of all common areas to assure proper function, maintenance and appearance.
- Bi-weekly: Landscape and Lawn Service.
- Monthly: Tree and Landscape Service.
- Quarterly: Cleaning and maintenance of all Lake areas.
- Yearly: Cleaning, Painting and/or repair, as needed, of walls, fences, sign monuments, and replacement as necessary of signs, trees and shrubbery.

The streets and water installations will be inspected by outside professional firms for disrepair and need of maintenance.

Exhibit "G" (Page 1 of 2)

HIGHLANDS HOMEOWNERS' ASSOCIATION, INC.
BUDGET PROJECTION
BASE 55 UNITS

Fiscal Program

	2001	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Mo. Unit Expense	Ann. Unit Expense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
7.00	84.00	4,620	4,851	5,094	5,348	5,616	5,896	6,191	6,501	6,826	7,167
0.50	6.00	330	347	364	382	401	421	442	464	488	512
0.45	5.40	297	312	327	344	361	379	398	418	439	461
0.25	3.00	165	173	182	191	201	211	221	232	244	256
Insurance											
A. Fire											
0.20	2.40	132	139	146	153	160	168	177	186	195	205
0.80	9.60	528	554	582	611	642	674	708	743	780	819
C. Officer & Director											
		0	0	0	0	0	0	0	0	0	0
Legal Fees											
0.30	3.60	198	208	218	229	241	253	265	279	293	307
Accounting											
9.50	114.00	6,270	6,584	6,913	7,258	7,621	8,002	8,402	8,823	9,264	9,727
Total Administrative Exp											
OPERATING EXPENSE											
67.00	804.00	44,220	48,642	51,074	53,628	56,309	59,125	62,081	65,185	68,444	71,866
11.50	138.00	7,590	8,349	8,766	9,205	9,665	10,148	10,656	11,188	11,748	12,335
5.00	60.00	3,300	3,630	3,812	4,002	4,202	4,412	4,633	4,865	5,108	5,363
Irrigation											
4.00	48.00	2,640	2,904	3,049	3,202	3,362	3,530	3,706	3,892	4,086	4,291
8.00	96.00	5,280	7,920	11,880	12,474	13,098	13,753	14,440	15,162	15,920	16,716
15.00	180.00	9,900	10,890	11,435	12,006	12,607	13,237	13,899	14,594	15,323	16,089
Gas Lighting											
110.50	1,326.00	72,930	82,335	90,016	94,517	99,242	104,204	109,415	114,885	120,630	126,661
Total Operating Budget											
120.00	1,440.00										
Unit Cost											
=====	=====	79,200	88,919	96,928	101,775	106,864	112,207	117,817	123,708	129,893	136,388
Total Budget											

=====

HIGHLANDS HOMEOWNERS' ASSOCIATION, INC.
 BUDGET PROJECTION
 BASE 55 UNITS

Exhibit "C" (Page 3 of 2)
 Fiscal Prognosis
 R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.
 FILED AND RECORDED 1/10/02 12:24:49 PM 30 of 30

	2001	2001	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Mo. Unit Expense	Ann. Unit Expense	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	

ADMINISTRATIVE EXPENSE:

Management Fees	7.00	84.00	4,620	4,851	5,094	5,348	5,616	5,896	6,191	6,501	6,826	7,167
Postage	0.50	6.00	330	347	364	382	401	421	442	464	488	512
Office Supplies	0.45	5.40	297	312	327	344	361	379	398	418	439	461
Corporate Filings	0.25	3.00	165	173	182	191	201	211	221	232	244	256
Insurance												
A. Fire												
B. Liability	0.20	2.40	132	139	146	153	160	168	177	186	195	205
C. Officer & Director	0.80	9.60	528	554	582	611	642	674	708	743	780	819
Legal Fees			0	0	0	0	0	0	0	0	0	0
Accounting	0.30	3.60	198	208	218	229	241	253	265	279	293	307
Total Administrative Exp	9.50	114.00	6,270	6,584	6,913	7,258	7,621	8,002	8,402	8,823	9,264	9,727

OPERATING EXPENSE

Lawn Maintenance	67.00	804.00	44,220	48,642	51,074	53,628	56,309	59,125	62,081	65,185	68,444	71,866
Mulch	11.50	138.00	7,590	8,349	8,766	9,205	9,665	10,148	10,656	11,188	11,748	12,335
Plants	5.00	60.00	3,300	3,630	3,812	4,002	4,202	4,412	4,633	4,865	5,108	5,363
Irrigation												
A. Hardware	4.00	48.00	2,640	2,904	3,049	3,202	3,362	3,530	3,706	3,892	4,086	4,291
B. Maintenance	8.00	96.00	5,280	7,920	11,880	12,474	13,098	13,753	14,440	15,162	15,920	16,716
Gas Lighting	15.00	180.00	9,900	10,890	11,435	12,006	12,607	13,237	13,899	14,594	15,323	16,089
Total Operating Budget	110.50	1,326.00	72,930	82,335	90,016	94,517	99,242	104,204	109,415	114,885	120,630	126,661

Unit Cost	120.00	1,440.00										
Total Budget	79,200	88,919	96,928	101,775	106,864	112,207	117,817	123,708	129,893	136,388		