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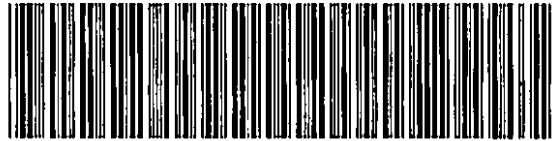
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R. WHITE
APR 11 2019

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2019 APR 11 PM 4:50
R. WHITE

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CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
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** FLA. SUPREME COURT CERTIFIED MEDIATOR

April 2, 2019

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

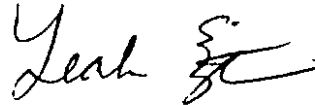
Re: Certificate of Amendment
Rosewood At The Gardens Homeowners Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft
Enclosure

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ROSEWOOD AT THE GARDENS HOMEOWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at a meeting of the membership held on March 11, 2019, by the affirmative vote of not less than two-thirds (2/3) of the Association voting interests, which is sufficient for adoption under Article X of the Articles of Incorporation.

DATED this 1st day of April, 2019.

Witnesses:

sign: [Signature]

print: John J. Ormendo

sign: [Signature]

print: Edward Leon

sign: [Signature]

print: John J. Ormendo

sign: [Signature]

print: Edward Leon

ROSEWOOD AT THE GARDENS
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Ron Jones, President

Attest: [Signature]
David Hagberg, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1st day of April, 2019, by Ron Jones as President of Rosewood At The Gardens Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced FL DL as identification.

NOTARY PUBLIC

sign: [Signature]

print: Victor Garcia
State of Florida at Large (Seal)



Victor Garcia
Notary Public
State of Florida
My Commission Expires 8/5/2020
Commission No. FF 991987

My Commission expires: 8/5/2020

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1st day of April, 2019, by David Hagberg as Secretary of Rosewood At The Gardens Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced FL DL as identification.



Victor Garcia
Notary Public
State of Florida
My Commission Expires 8/5/2020
Commission No. FF 991987

NOTARY PUBLIC

sign

print

[Signature]
Victor Garcia
State of Florida at Large (Seal)

My Commission expires: 8/5/2020

Prepared by: Leah E. Ellington, Esq.
2033 Main Street, Suite 403
Sarasota, FL 34237

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
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FILED
2019 APR 11 PM 4:49
CLERK OF DISTRICT COURT
JANUARY 11, 2019

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ROSEWOOD AT THE GARDENS HOMEOWNERS ASSOCIATION, INC.
A Florida Not For Profit Corporation**

These are the Articles of Incorporation of ROSEWOOD AT THE GARDENS HOMEOWNERS ASSOCIATION, INC., a Not For Profit Corporation under Chapter 617 of the Florida Statutes;

ARTICLE I. NAME OF CORPORATION

The name of this corporation shall be ROSEWOOD AT THE GARDENS HOMEOWNERS ASSOCIATION, INC. (herein "the Association").

ARTICLE II. PRINCIPAL OFFICE

The mailing address and principal office and place of business of the Association shall be 5502 83rd Terrace E. Sarasota, FL 34243. The Association Board may change the location of the principal office of the Association and its mailing address from time to time as provided by law.

ARTICLE III. CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IV. PURPOSES

By way of explanation and not limitation, the general nature, objects, and purposes of the Association are:

A. To promote the health, safety, and social welfare of the Owners of all Lots located within ROSEWOOD AT THE GARDENS, a subdivision in Manatee County, Florida (herein "the Subdivision").

B. To maintain all portions of the Subdivision and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Restrictions for Rosewood at the Gardens (herein "the Declaration"), recorded in the Public Records of Manatee County, Florida.

C. To represent all of the Members of the Association at meetings of any group or Master Association organized to manage and administer the use of certain areas set aside for the common use and benefit of all Owners in Palm-Aire at Sarasota.

D. To operate without profit and for the sole and exclusive benefit of its Members.

ARTICLE V. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all Lots which are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Lot subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

J. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE VI. MEMBERS

The Members of this Association shall consist of all Owners of Lots in the Subdivision. Owners of such Lots shall automatically become Members upon acquisition of the fee simple title to their respective Lots.

The membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's Lot, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two or more Lots so long as such Member owns at least one Lot.

The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot which is the basis of his membership in the Association.

The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Manatee County or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE VII. VOTING RIGHTS

Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE VIII. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors. The number of Directors comprising Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three (3) or more than seven (7) Directors. The Directors must be Members of the Association, but not residents of the State of Florida.

B. All Directors shall be elected by the Members. Elections shall be by plurality vote.

C. Except as hereinafter provided, the term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of Members. All Directors shall be elected on a staggered two (2) year term basis. As necessary to maintain or establish staggered terms, the one-half (1/2) of the elected Directors receiving the highest number of votes, and, in addition, if there are an odd number of Directors elected, the Director receiving the next highest number of votes, shall serve two (2) year terms, and the other elected Directors shall serve one (1) year terms. At each annual meeting of Members thereafter, Directors shall be elected for two (2) year terms to fill the vacancies of those Directors whose terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one (1) or two (2) year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one (1) and two (2) year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

D. Any Director may be removed from office with or without cause by majority vote of the Members, but not otherwise.

ARTICLE IX. OFFICERS

The officers of the Association, to be elected by the Board, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings:

A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

B. Approval. Any indemnification under paragraph A above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph A above. Such determination shall be made (i) by majority vote of the Members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the voting interests of the Members.

C. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in any specific case upon receipt of a written agreement by or on behalf of the affected Director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the Bylaws, or pursuant to any agreement, vote of Members, or otherwise, and shall

continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE XI. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 2033 Main Street #403, Sarasota, Florida 34247, and the registered agent at such address shall be The Law Offices of Lobeck & Hanson, P.A. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board.

ARTICLE XII. BYLAWS

The Association Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE XIII. AMENDMENTS

These Articles of Incorporation may be altered, amended, or repealed by the affirmative vote of the holders of more than one-half (1/2) of the total votes of the Association membership. No amendment, however, altering the number of votes attributable to any Lot pursuant to Article VII hereof shall be effective without the prior written consent of the Owner of such Lot.

ARTICLE XIV. BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its Members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of these Articles of Incorporation and the Association Bylaws. Accordingly, the Board shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all Lots subject to assessment, which budget shall be conclusive and binding upon all persons. Notwithstanding anything to the contrary herein, the Board may thereafter at any time approve or ratify variations from such budget.

ARTICLE XV. DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds (2/3) of the total votes of the Association membership, and upon compliance with any applicable laws then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) All assets shall first be offered to Manatee County or other appropriate public agency to be used for purposes similar to those performed by the Association.

(2) If Manatee County refuses to accept any such assets, same may be conveyed to any non-profit organization which is devoted to such similar purposes.

(3) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Lots prorated to the number of votes attributable to such Lots pursuant to Article VII hereof, and the share of each shall be distributed to the then Owners thereof.

ARTICLE XVI. BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the Members.