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Searching this Document

To search the new CC&Rs document, depress Control and F at the same time, and a search box will appear. Just type in what you are looking for and you will be able to see all references in the document to that search word. For instances, I wanted to see what regulations there were for fences. I typed in "fence" in the search box and instantly was able to see all references in the CC&Rs.

AMENDMENTS dated September 23, 2015

As amended on Oct 1, 2015

As amended on March 1, 2022

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEDALE, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION

Declarant and the ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC, (herein. the "Master Association") hereby adopt the following as amendments to the Master Declaration of Covenants. Conditions and Restrictions for Rosedale, a Golf and Tennis Club Community Subdivision. WITNESSETH:

WHEREAS, Richard E. Ross, as Trustee, intends that there shall be has created thereon, in phases, a planned community to be known as ROSEDALE; and

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

WHEREAS, Richard E. Ross. as Trustee has caused the ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation, to be incorporated so that it may serve as an organization to implement the Master Declaration; and

WHEREAS, neighborhood associations have been created for the purpose of enforcing more specialized, additional or more restrictive covenants for certain portions of ROSEDALE and for implementing certain provisions hereof; and

WHEREAS, Richard E. Ross. as Trustee has previously recorded a Master Declaration of Covenants, Conditions, and Restrictions for and easements which apply to ROSEDALE at Official Records Book 1398, Page 7050 et seq. of the Public Records of Manatee County, Florida; and;

WHEREAS. Newton Developments, Inc. (herein, the "Declarant") is now the "Declarant" under the provisions of these governing documents;

WHEREAS, the Declarant and the Master Association desire to amend and restate the Master Declaration.

NOW THEREFORE, in consideration of the premises, Declarant and the Master Association hereby declares that the property hereinafter discussed in Article I 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

The following words and terms shall have the following meanings, when used in this Master Declaration or Supplemental Master Declaration:

1. **"Architectural Review"** means the requirements of this Master Declaration that site plans and development plans for improvements and alterations to, and landscaping of, lots, parcels, sub-association property and structures thereon, as well as repair or restoration thereof, be reviewed and approved.

2. **"Articles"** mean the Articles of Incorporation of the Master Association as amended from time to time.

3. **"Assessment"** means a charge against a particular Owner and his lot or parcel, made by the Master Association in accordance with this Master Declaration. The following meanings shall be given to the following types of Assessments:

(a) **"Regular Assessment"** means the recurring periodic assessment for each Owner's share of the budgeted common expense;

(b) **"Special Assessment"** means any assessment other than a regular assessment. Special assessment may include, but shall not necessarily be limited to, amounts necessary to supplement regular assessments; costs to bring a particular Owner, lot or parcel into compliance with this Master Declaration, the Articles, Bylaws or Rules adopted pursuant hereto; costs of adding, improving, insuring, repairing or replacing common property; or the cost of any service, material or combination thereof obtained by the Master Association for the use and benefit of an Owner or his lot or parcel as provided herein.

4. **"Board"** means the Board of Directors of the Master Association.

5. **"Bylaws"** mean the Bylaws of the Master Association, as amended from time to time.

6. **"Common Expenses"** means the actual and estimated cost of: (a) administration, operation and management of the Master association, (b) preventative maintenance, maintenance, repair, replacement, insurance, ownership and operation of the common property, (c) any item designated as a common expense, including the provision of bulk contract cable and internet services, contemplated under Florida Statute Section 720.309(2) as amended from time to time and (d) any material, service, tax, premium, assessment or charge reasonably or necessarily incurred by the Master Association arising from its ownership, operation,

81 maintenance, management, administration or other obligations set forth herein, in the Articles or
82 Bylaws, or which are in furtherance of the purposes of the Master Association or that are incurred in
83 discharge of any obligation expressly or impliedly imposed on the Master Association hereby.

84 7. **"Declaration" or "Master Declaration"** means this Master Declaration, including any
85 amendments hereto and any Supplemental Master Declarations filed hereunder. The term
86 "Declaration" shall have the same meaning as the terms "Master Declaration" and the terms
87 "Master Covenants." At transition of Declarant's rights automatically transfer to the Master
88 Association.

89 8. **"Development Documents"** mean declarations of covenants, conditions, restrictions or
90 easements; homeowners' or property owners' declarations; association articles and bylaws;
91 and deed restrictions or covenants affecting the use and occupancy or parts of ROSEDALE
92 that may be imposed upon parts of ROSEDALE by Declarant or Sub-Developers, and any
93 subdivision or other plats, surveys, plot plans or graphic descriptions filed among the public
94 records in accordance with the Development Plan, specific Governmental Approvals or
95 other Development Documents.

96 9. **"Master Association"** means Rosedale Master Homeowners Association, Inc., a Florida
97 non-profit corporation, its successors and assigns.

98 10. **"Member"** means every person or entity qualified for membership in the Master
99 Association.

100 11. **"Neighborhood"** means a part of ROSEDALE comprised of lots, parcels, or any
101 combination thereof, subject to common development documents (herein, the
102 "Neighborhood Documents"), no part of which area is also subject to other development
103 documents applicable to such part only. A neighborhood is the smallest area in ROSEDALE
104 administered by an association. In the event of any question as to what constitutes a
105 neighborhood, the written determination of Declarant (or the Master Association once
106 Declarant has turned over control to the Master Association) shall be final and binding on all
107 Owners and neighborhood associations. The Neighborhood Documents may impose more
108 restrictive or additional building restrictions and maintenance obligations than those
109 imposed herein. If so, then the more restrictive provisions restrictions and additional
110 obligations imposed in the Neighborhood Documents shall control as to the Lots or Units
111 subject thereto. In no event shall the Neighborhood Documents be less restrictive than the
112 restrictions or provisions contained herein or rules adopted by the Master Association.

113 12. **"Neighborhood Association"** means an association responsible for the operation,
114 management or administration of a neighborhood, in accordance with neighborhood
115 documents. A neighborhood Association is the smallest association in which any Owner is a
116 member. The total number of neighborhood associations is fourteen (14).

117 13. **"Owner"** means the single or multiple Owner of record of the fee simple title to any lot or
118 parcel, but excluding those having such interest merely as security for the performance of an
119 obligation, and excluding Declarant prior to the turnover date.

120 14. **"Golf Club"** shall be defined as the property described in Exhibit "A", attached to this
121 Amendment. The owner of the Golf Club will be a member of the Association, and shall be
122 entitled to notice of all meetings of the Association, and shall be entitled to cast ten votes in any
123 matters that are subject to a vote of the members of the Association.

124 15. **"No-Mow-Zone"** is the designated area of comprising a four (4) to six (6) foot buffer of
125 shoreline identifiable by vegetation growth which reaches a maximum height of no more than
126 18 inches, and is limited to shoreline areas of bodies of water within the Association.
127

128 ARTICLE II

129 PROPERTY SUBJECT TO THESE COVENANTS

130 **1. Existing Property.** The real property subject initially to this Master Declaration was is
131 described on Exhibit "A" to the original Master Declaration, which was, attached hereto and
132 made a part hereof.

133 **2. Additions to Existing Property.** Additional lands may become subject to this Master
134 Declaration in the following manner:

135 (a) **Additions.** Without consent of the Master Association or any Owner, Declarant and
136 any Owner thereof, with the written consent of Declarant, shall have the right, but not the
137 obligation, from time to time to subject to this Master Declaration all or any part of the
138 property described on Exhibit "B" to the original Master Declaration, which was, attached
139 hereto and made a part hereof, as well as any property contiguous or lying in proximity
140 to the property described on Exhibit "B". Such additions shall be made by filing in the
141 public records of Manatee County a Supplemental Master Declaration, which shall
142 extend the operation and effect of this Master Declaration to the property described
143 therein. Supplemental Master Declarations may contain complementary additions and
144 modifications hereto as may be determined by Declarant, provided that such additions
145 and modifications are not substantially inconsistent with this Master Declaration.

146 (b) **Other Additions.** Upon approval in writing of the Master Association, pursuant to an
147 affirmative vote of two-thirds of all members and the written consent of Declarant, the
148 Owner (which may or may not be the Declarant) of other property who desires to subject
149 it to this Master Declaration and the jurisdiction of the Master Association, may record a
150 Supplemental Master Declaration, which shall extend the operation and effect of this
151 Master Declaration to the property described therein. After five (5) years after the
152 turnover date, the written consent of Declarant shall not be required.

153 ARTICLE III

154 ROSEDALE MASTER HOMEOWNERS ASSOCIATION

155 **1. Membership.** Only Owners of lots and parcels, the owner of the Golf Club. And Declarant,
156 prior to turnover date, shall be members of the Master Association. Each Owner accepts such
157 membership and agrees to be bound by this Master Declaration, the Articles, Bylaws and the
158 Rules and Regulations adopted pursuant thereto. Membership may not be transferred separate
159 and apart from a transfer of ownership of a lot-&, parcel or the Golf Club. Membership
160 commences upon acquisition, and terminates upon sale or transfer, of an Owner's interest in a
161 lot, parcel or the Golf Club, whether voluntary or involuntary

162 **2. Voting Rights.** For purposes of voting rights only, the Master Association has three (3)
163 categories of membership, i.e. regular membership, Declarant membership and Golf Club
164 membership.

165 a. **Golf Club Membership.** The owner of the Golf Club is entitled to ten (10) votes in any
166 matters that are subject to a vote of the members of the Master Association.

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

169 **4. Control of Board During Development.** Until the turnover date as provided in Article XIII
170 of this Master Declaration. Declarant shall have the right to designate, elect and remove the
171 members of the Board, and the Directors so designated by Declarant need not be members
172 of the Master Association.

173 **ARTICLE IV**

174 **NEIGHBORHOOD ASSOCIATION**

175 **1. Membership.** Only Owners of Lots or Units shall be Members of any applicable
176 neighborhood association. Each Owner accepts such membership and agrees to be bound
177 by this Master Declaration, the Master Association's Articles of Incorporation and Bylaws
178 and any Neighborhood declaration, bylaws, and the Rules and Regulations adopted
179 pursuant thereto. Membership in a neighborhood association may not be transferred
180 separate and apart from a transfer of ownership of a Lot or Unit. Membership commences
181 upon acquisition and terminates upon sale or transfer of an Owner's interest in a Lot or Unit,
182 whether voluntary or involuntary.

183 **2. Voting Rights.** As to neighborhood association matters, members are entitled to one
184 vote for each Lot or Unit owned; provided, however, that multiple owners of a Lot have only
185 one aggregate vote for such Lot.

186 **3. Election of Board of Directors.** Directors of the neighborhood Association shall be
187 elected and removed, and vacancies on the Board shall be filled as provided in the
188 neighborhood association's Bylaws.

189 **4. Superiority of Master Association's Governing Documents.** The neighborhood
190 association documents shall be and always remain inferior and subject to the Master
191 Declaration of Covenants, Master Association's Articles of Incorporation and Bylaws, all as
192 amended from time to time. The neighborhood documents may impose stricter or
193 additional restrictions or provisions. In the event of dispute, the Master Association shall
194 determine if there is a conflict between a neighborhood association's documents and the
195 Master Association's documents in which event the Master Association's documents shall
196 control and supersede any neighborhood document, which determination shall be binding,
197 unless wholly unreasonable. Should any neighborhood Association document require a
198 vote of the Master Association membership or vote of Master Association by reference alone,
199 such vote shall be interpreted to require the approval of the Master Association Board of
200 Directors by majority vote of approval only and not required a membership vote of the entire
201 Master Association.

202 **5. Right to Assume Management and Operation by Master Association.**

203 The Master Association shall have the right to assume the control, management and
204 operation of a neighborhood association. The Master Association may assume control and
205 operation of a neighborhood association for the following reasons: (1) the voluntary or
206 involuntary filing of a petition for bankruptcy or apparent financial insolvency of a
207 neighborhood association. (2) The filing of a petition for the appointment of a receiver to
208 manage the affairs of a neighborhood association, (3) a neighborhood association is
209 administratively dissolved or it is listed as inactive by the Florida Secretary of State. Division

of Corporations. (4) the number of directors serving on a neighborhood association's board of directors is less than a quorum for more than sixty (60) days, (5) upon the written petition of at least fifty-one percent (51%) of the neighborhood association's total voting interests. or (6) a neighborhood association is not able, in the sole opinion of the Master Association. to effectively operate and manage its affairs due to financial, managerial or other significant difficulties that threaten the health. safety or welfare of the neighborhood association's members or the overall ROSEDALE community. Upon assumption of control of a neighborhood association, the Master Association shall manage its operation and affairs for only so long as is reasonably necessary to restore the neighborhood association to self-management. The Master Association shall have the right to impose a special assessment against only the members of the neighborhood association for providing this service.

ARTICLE V

BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS

The following restrictions, maintenance obligations and covenants are applicable to all Single Family Lots in the ROSEDALE Subdivision.

1. Residential Use. The Lots subject to this Master Declaration may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any Lot or Tract, No business, occupation, trade or profession may be conducted on or in any part thereof, except this restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his home, or from handling his personal business or professional telephone calls or written correspondence in and from his home. Such uses are expressly declared customarily incident to residential use. This Section 5.1 is, however, intended to prohibit commercial, trade or business activity by an Owner in his home or on his lot which would unreasonably disrupt the residential ambiance of ROSEDALE, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of ROSEDALE by persons making deliveries or pick-ups, by employees or other business associates, or by customers or clients. However, real estate brokers and owners, and their agents, may show dwellings built on Lots in the Subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provisions hereof to the contrary, Declarant and such contractors as Declarant may approve in writing shall have the right from time to time to construct and operate model homes in the Subdivision; in addition, Declarant shall have the right from time to time to erect and maintain in the Subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, and such other offices, structures, and facilities as may be appropriate for use by Declarant in the development of the Subdivision.

2. Dwellings. Residential Homes on any Single Family Lot erected, on a Single Family Lot other than a Villa Lot shall contain at least one thousand five hundred fifty (1,550) square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages), which dwelling shall not exceed 35 feet in height nor exceed three (3) stories in height. Unless approved by the Master Association in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No flat roofs or roofs having a slope of less than 4: 12 and no built-up roofs shall be permitted on the main portion of any building without the prior written approval of Master Association. The composition of all pitched roofs shall be tile, or such other composition or material as may be approved by the Master Association. Roofs

over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. All chimneys shall be of cementitious veneer. Screened roofs may be used over pools and lanais. In the event a dwelling is constructed of concrete block, same must be covered with cementitious veneer. No asbestos shingles, siding or any type of asphaltic covering shall be used on exterior walls of any building. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling. The Master Association reserves the right to approve all construction plans, including architectural style and color. Unless otherwise approved by the Master Association, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. All floor elevations for dwellings shall be subject to approval by the Master Association. No change in grade (whether filling or otherwise) shall be made which will adversely affect drainage of any Lot or drainage of any adjacent Lots, or Tracts.

3. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or over hangs): (a) encroaches on any "building setback line" or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted by Declarant or Master Association pursuant to the provisions of this Declaration of Restrictions or the Plat; or (c) is constructed in violation of any setback requirements of Manatee County then in effect. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any easement; (2) does not violate any provisions of law; (3) in the opinion of the Master Association, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by the Master Association. Except for homes located on zero lot line lots, all homes shall be centered on their lots. The Master Association Board shall approve the location of homes on zero lot line lots.

4. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two large sized American automobiles. All garages must not be less than 20 feet X 20 feet. All garages must have garage doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to a primary usage other than vehicle storage without the substitution of another comparable garage. No garage larger than a four (4) car garage shall be allowed on a Lot. If a garage's window or windows (not glass block) face the street, then the owner shall install and maintain interior window treatments that are substantially similar to other window treatments in the home.

5. Antenna. Except as may be otherwise approved by Declarant in writing or as permitted by applicable F.C.C. Rule, no aerial, antenna or satellite dish shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in the Subdivision, nor shall any aerial, antenna or satellite dish placed within a building extend or protrude beyond the exterior of such building.

301 **6. Screening of Air Conditioner Compressors, Garbage Container and Clothes Drying**
302 **Area.** All garbage or trash containers must be located and underground or placed within totally
303 enclosed or screened areas. The Declarant or the Association shall designate a uniform
304 garbage receptacle to be used by all Owners. Each Owner shall be required to obtain, at the
305 Owner's expense, garbage receptacles of the type designated. Clotheslines are permitted on a
306 Lot. but shall not be visible from any street or common area. If there is no location on a Lot that
307 will permit such installation of clotheslines, then the clotheslines must be installed in either the
308 rear or side yards and be No portion of any Lot shall be used as a drying or hanging area for
309 laundry of any kind unless the area is shielded from public view by screening methods and
310 location approved by the Board. Such approved screening methods must adjoin the dwelling
311 house and must be a minimum of six (6) feet to a maximum of eight (8) feet in height, and
312 regularly maintained in good condition, walls or fences. Such walls or fences must be attached
313 to or adjoin the dwelling house and must not exceed four (4) feet in height. Heating, ventilation,
314 air conditioning equipment, fans and pool equipment located outside a building shall be similarly
315 screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting
316 from operation thereof. No window or wall air-conditioning units shall be permitted on any Lot
317 without the written approval of Declarant. Except for twenty (20) pound propane tanks attached
318 to gas grills, all oil and gas storage tanks shall be underground. Water treatment and water
319 storage tanks shall be screened from view. The Owner shall be responsible for obtaining any
320 governmental permits required for any storage tanks to be located on a Lot.

321 **7. Driveway Construction.** All dwellings shall have a driveway of at least sixteen (16') feet in
322 width at the entrance to the garage. All driveways must be constructed with unpainted concrete,
323 unless prior approval for other material is obtained from Declarant. Where curbs or swales are
324 required to be disturbed for driveway entrances, same shall be restored to their original grade
325 and condition by the Lot owner in a neat and orderly fashion acceptable to Declarant. As to
326 single family lots that do not have zero lot lines, no portion of a driveway shall be located within
327 five (5) feet of the sideline of any Lot nor within five (5) feet of such line extended to the
328 pavement of the street.

329 **8. Underground Wiring.** No lines or wires for communication or the transmission of current or
330 signals shall be constructed, placed or permitted to be placed upon any Lot unless the same
331 shall be inside a building or underground. Electrical service transformers meters shall be
332 screened from view from the street.

333 **9. No Trailers or Temporary Buildings.** Except as may be reasonably necessary for
334 construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or
335 structures shall be erected or permitted to remain on any Lot or Tract without the written
336 consent of Declarant, except as provided in Paragraph 15 of this Article V. If and for so long as
337 required by the Florida Building Code or a Lot, provided, however, the ARC must approve in
338 advance the specific location of the portable toilet facility.

339 **10. Landscaping.** Not later than thirty (30) days following completion of construction of
340 a dwelling upon a Lot, such Lot shall be sodded and landscaped in accordance with a
341 landscaping plan approved by the Master Association through its Architectural Review
342 Committee's guidelines. Notwithstanding the Architectural Review Committee
343 guidelines, proposed Landscape plans involving the use of rock, stone, sand, shell or
344 hard surfaces for total or substantially total landscaping in front yards shall not be
345 approved. Use of such materials is limited to not more than twenty percent (20%) of the
346 front yard landscape area coverage without the prior written approval of the Declarant.
347 All lawns and landscaping shall extend to the pavement line in front of any dwelling and

to the No-Mow-Line for those Lots adjacent to lakes. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped Lots. Each Lot with a pool enclosed with a cage screen or other similar material shall have a hedge or shrubbery planted along the entire exterior so as to shield the cage screen or other similar material from the neighbor facing and street facing portion of the Lot. Notwithstanding anything to the contrary contained herein, the governing documents shall not prohibit or be enforced so as to prohibit any owner from implementing Florida-friendly landscaping as defined in Section 373.185, Florida Statutes, on his own lot or create any requirement or limitation in conflict with any provision of part II of Chapter 373, Florida Statutes, or a water shortage order, other order, consumptive use permit, or rule adopted or issued in pursuant to part II of Chapter 373, Florida Statutes.

11. Fences, Hedges and Walls. The composition, location and height of any fence, hedge or wall to be constructed on any Lot shall be subject to the approval of the Master Association. No tree, fence, shrub, or other landscaping which obstructs or interferes with the vision of drivers of motor vehicles in the sole opinion of the Master Association shall be placed or permitted to remain on any corner Lot. There shall be no fencing or other obstructions contiguous to the golf course. There shall be no fencing or other obstruction of ponds appurtenant to any Lot.

12. Trees: Restrictions on trees shall be as follows unless contradicted by Manatee County Code. The Master Association through its architectural review committee may approve changes that comply with following provisions and Manatee County code as it relates to replacement, removal, or additions of trees to the lots. Compliance with the terms of this declaration shall not otherwise relieve an Owner's duty of compliance to Manatee County code requirements.

As to new or replacement trees, the Architectural Review committee shall consider type, size, location, height, mature foliage, pollen cycles, similarity with pre-existing trees in the Association and such other qualifications as may be adopted and distributed to the community by the Architectural Review.

No Owner shall remove, damage, trim, prune, or otherwise alter any tree on their lot, the trunk of which tree is four (4) inches or more in diameter at a point of twenty-four (24) inches above the adjacent ground level, except as follows:

(a) With the express written consent of the Association and upon verification of such removal through Manatee County Code.

(b) If the trimming, removal or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of

any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(d) It is the express intention of this subsection that the trees existing on the subdivision located upon the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Damaging, removing, or otherwise altering a tree covered by this section shall be deemed a violation of the Declaration and, without limitation of the rights and remedies afforded to the Association by virtue of the Declaration, Articles, Bylaws and Florida Statute, be subject to fining of, in manner set forth in the governing documents of the Association until a replacement of like height and diameter is planted at the original location of the damaged, removed or altered tree.

As to new or replacement trees, the Architectural Review committee shall consider type, size, location, height, mature foliage, pollen cycles, similarity with pre-existing trees in the Association and such other qualifications as may be adopted and distributed to the community by the Architectural Review.

13. Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot unless and until the size, location, design, color and type of material for said boxes or receptacles shall have been approved by Declarant. In order to keep mailboxes maintained to the highest standards and to maintain unity and aesthetics in appearance, the Master Association shall have the right but not the duty to maintain, repair and replace all mailboxes as a common expense.

14. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any portion of any Lot, unless approved by Declarant.

15. Vehicles. No vehicle shall be parked in the Subdivision except entirely on a paved driveway or inside a garage. No vehicle maybe parked so that any part extends on or over the sidewalk. No vehicle shall be parked on a street from midnight to 6:00 A.M., with these two exceptions: vehicles may be parked on the street during the above hours only when the owner's driveway is being replaced or repaired or as necessary when there are people attending a social function at an owner's home. Vehicles may be parked on a street from 6:00 A.M. to midnight so long as the vehicle is parked as near to the pavement's edge as possible, but must not obstruct driveways, sidewalks, fire hydrants, mail boxes or be opposite another vehicle. No commercial vehicles or commercial trailers, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. "Commercial vehicle" shall mean any vehicle with commercial lettering, advertisement, marking or otherwise evidently used for a commercial trade, business or industrial purpose. The Master Association shall determine if a vehicle is deemed a commercial vehicle. Which determination shall be binding unless wholly unreasonable. Boats, all types of trailers, campers, vans, motor homes, motorcycles, and recreational vehicles shall be permitted to be parked in the Subdivision only while loading and unloading, or while parked inside a garage and concealed from public view. Except for

normal washing and waxing. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage. Any vehicle not in operating condition shall immediately be removed from the Subdivision. The Master Association is authorized to tow a vehicle parked in violation of this Section 5.15 in the manner provided in Section 715. 07, Florida Statutes.

16. Roadways. Except as Declarant the Master Association may otherwise approve in writing, and except as may be otherwise denoted on the Plat of the Subdivision, no Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private. No trash, debris, building materials, dumpsters, or other impediment or visual nuisance or distraction, as determined in the sole discretion of the Master Association may be placed in or near the roadways.

17 . Signs, Ornaments, and Objects. No sign of any kind shall be displayed to public view on any Lot or on any Common Area except as follows:

(a) During the course of construction or maintenance on a Lot, a construction sign not more than four square feet in size identifying the builder or contractor may be displayed on the Lot after approval by Master Association. In the event the sign is placed prior to receiving written approval from the Master Association, the Owner of such lot shall be subject to fining as set forth in these governing documents, as well as injunctive relief. Such sign shall be promptly removed within forty-eight (48) hours of issuance of a certificate of occupancy or completion of the project.

(b) Address numbers on houses and mailboxes shall be of uniform size and design as provided set forth by the Master Association through the Architectural Review Committee.

(c) No sign shall be placed or maintained in any Common Area except with the prior written approval of Board of Directors.

(d) A Lot Owner may display one sign of reasonable size (not to exceed 12 " by 12") provided by a contractor for security services within ten (10') of any entrance to the home. Any signs other than that just described must have prior written approval of the ARC.

(e) Statuary ornaments, or objects must have prior written approval by the ARC. The ARC will approve or disapprove such improvements in its sole discretion upon consideration the prevailing design and aesthetics of the Association and the presence of similar or like additions therein. All such items must not be the focal point of landscaping on any Lot.

18. Animals: In addition to other obligations and duties set out in this Declaration, every Owner or occupant shall abide by the following regulations regarding animals and pets on the property.

(a) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the Association Property. No pets shall be allowed in any Lot or the

Common Elements that creates a nuisance, danger, or threat to other Persons, their pets, or property.

Each Lot shall be allowed to house a maximum of three (3) dogs or three (3) cats or any combination of dogs or cats which total three (3) animals. Cats shall be indoor only and are permitted outside the dwelling in the same manner as dogs.

(b) The Board of Directors may adopt reasonable rules, regulations and forms related to the registration of dogs or cats by Owners and Tenants at the Association's discretion. The dog or cat registered with the Association may not be replaced upon its demise without submitting the new animal to registration. Each dwelling may also house domestic birds or fish without registration requirements.

(c) Pets shall be kept inside the dwelling on the Lot and not be permitted on any portion of the Association Property except when adequately secured and restrained by a leash. Pets outside the dwelling, but on the pet owner's Lot, must be physically confined, or confined by electronic pet enclosures if not on leash.

(d) Owners must remove all pet waste on the Association Property for which their animal is responsible. No animals shall be allowed to commit a nuisance. Dogs may not be kept in patios, or porch, screen enclosure on an extended basis while the Owner is not at the dwelling. Each Owner shall assume full responsibility for personal injuries or property damage that is caused by his pet, and each Owner hereby agrees to indemnify the Association and all other Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from or growing out of any harm injury, or damage caused by such Owner's pet. The changes set forth in this amendment shall be effective prospectively from the recording of the amendment. Violation of this this Section shall entitle the Association to all of its rights and remedies including, but not limited to, the right to fine Owners and/or to require any pet deemed to be a nuisance or danger permanently removed from the Association Property upon three (3) days' notice.

(e) No bird feeder or other attractant for wild birds or other animals may be installed, planted, or otherwise utilized on the property. No feed or pet food may be left out of doors. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or creates an unreasonable disturbance, or displays aggressive behavior on or off the Association Property may be permanently removed from the Association upon three (3) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

(f) Visiting pets are subject to the restrictions set forth in this section. Visiting pets may stay on the property no longer than fourteen (14) consecutive days in any thirty (30) day period.

19. Games and Accessory Structures. All basketball backboards and any other fixed or portable game equipment, and play structures shall be located at the rear of the dwelling

and shall not occupy a land surface area of more than 600 square feet without Declarant's prior written approval. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior written approval of Declarant. Lighting plans for all such areas shall be subject to Declarant approval and shall not cast light directly onto any other Lot or Tract.

20. Resubdividing. No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plat for the same area, unless approved by Manatee County. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. Any such Lot may be combined with contiguous Lots or parts thereof to form a single building site. In the event that more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot; provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of assessments and expenses levied or charged by the Master Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for assessments and expenses levied or charged by said associations shall be prorated among such other Lots on the basis of Lot square footage.

21. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot, which may be or become an annoyance or nuisance to other owners or residents of Lots in the Subdivision. If garbage, recycled material or other waste is outside containers caused for any reason, the owner shall immediately must clean up and dispose of all debris. No refuse of any kind may be placed outside (at the curb) prior to 6:00 p.m. on the day before the scheduled pickup for that type of refuse. All refuse containers and leftover refuse must be returned to the interior or shielded area of the home by midnight of the date of collection. If an owner or other person does not comply with both actions required in this section, then they may not place any refuse at the curb until a date of collection when they can fully comply. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Master Association which shall render a decision in writing within sixty (60) days of the date a written notice of a dispute is received by the Board of Directors, and such decision shall be dispositive of such dispute or question to the extent permitted by law.

22. Maintenance of Lots and Land Adjacent to Lakes

(a) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the Lots in the Subdivision shall be responsible for all the maintenance, repair and replacement, including without limitation, mowing and trimming, of all areas located between their respective Lot lines and the pavement of the street or streets adjacent to their Lot. The Lot Owner shall maintain all landscaping, trees, hedges, plants, lawns and shrubs located on the Owner's Lot in a neat and trim condition at all times. Any vegetation listed here requiring replacement, or any maintenance deficiency as required by this section shall be replaced and resolved by the Lot Owner within thirty (30) days of written notification by the Master Association or the Master Association shall be authorized to do so and then assess the Lot Owner the cost thereof, which assessment shall be collectable as an assessment against the Lot in the same manner as a regular assessment under Florida Statute Section 720.3085.

(b) The Lot Owner shall be responsible for all routine maintenance, including without limitation routine mowing, irrigation, fertilization and pesticing, of all lawn and landscaping located between the Owner's Lot line and the No-Mow-Zone. Except as otherwise provided herein for the routine maintenance by the Lot Owner, should repair and/or replacement of the area located between a body of water and an Owner's adjacent Lot become necessary, the Master Association will be responsible for repairing and replacement, as needed. The Master Association shall make all decisions on repair and replacement to the standards acceptable and/or required by SWFWMD and other governing authorities. Any damage to or required repair to the No-Mow-Zone, swale, SWFWMD or other governing authority controlled areas shall be the sole responsibility of the Lot Owner, and the Lot Owner shall indemnify the Association against any such damages which may be claimed against the Association as a result of the Lot Owner's actions.

(c) The Association and Rosedale Golf Holdings, Inc. have executed and recorded a Covenant Running with the Land of Rosedale, a Golf and Tennis Club Community Subdivision (herein. the "Covenant"). The Covenant is recorded at Official Records Book 2326, Page 7711 et seq. of the Public Records of Manatee County, Florida. The purpose of the Covenant is to clarify that as between Rosedale Gold Holdings. Inc. and the Association, the Association is solely responsible for the maintenance and repair of the surface water management and water runoff systems, lakes, lake banks, bulkhead structures and wetlands located in the Association's common areas and adjacent lots and identify how the Association and Rosedale Golf Holdings, Inc. have agreed to share the costs of such maintenance and repair. The Covenant is a covenant running with the land and is binding on the successors and assigns of the Association and Rosedale Golf Holdings, Inc.

23. Maintenance of Improvements.

(a) Lot owners shall maintain, repair and replace their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways" and accessory structures, in substantially the same condition and appearance as when newly constructed. The repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly by the Owner thereof. This shall include without limitation that the owner promptly remove all dirt, mildew, mold, fungus, etc. from all exterior surfaces of the house, driveway, walkways, etc. in a timely fashion.

(b) Lot Owners shall at all times, maintain in good repair or replace if necessary all exterior light fixtures viewable from the street in front of the house. Lamp post fixtures which are electric powered shall have a suitable working bulb in the fixture, and gas burning ones shall be kept fully operational. As to other fixtures installed on the house itself, and viewable from the street, each fixture shall have installed a bulb or bulbs with a minimum total of seventy-five (75) watts incandescent rating, or the manufacturer's recommended maximum wattage. If fluorescent type bulbs are used, they must be rated at seventy-five (75) watt total incandescent equivalent. All exterior light fixtures viewable from the street side of the house (gas fixtures are exempt) must have devices installed and properly working to turn on at or near dusk and turn off at or near daylight. All natural vegetation near these fixtures must be kept pruned so as not to obscure light emanating from all installed fixtures. The purpose of these requirements is aid in providing the night time illumination required

throughout our community for vision, protection and safety, and therefore, the only acceptable colors of bulbs will be either white or yellow.

(c) In the event that the Owner does not keep the exterior light fixture in good repair and/or does not pay for the fuel used by a gas streetlight, then the Master Association shall have the right, but not the obligation, to pay for the repair or maintenance of the exterior light fixture or for the fuel, and charge the Owner therefore, as a Special Assessment against the Owner's Lot. The Master Association shall have the right to undertake any remedy provided for in the Master Declaration to enforce payment, including but not limited to, the right to file and foreclose a claim of lien for unpaid assessments and the right to seek a money judgment against the responsible Lot Owner.

24. Hurricane Shutters. Boarding up Residences. Hurricane Protection Devices (herein after "HPD") shall not be installed on a home without the prior written approval of the Master Association. The Master Association shall adopt written specifications for HPD for ROSEDALE. The HPD specifications shall include but not be limited to permissible materials, type, color, style, and others factors deemed acceptable and relevant by the Master Association Board. All HPD specifications adopted by the Board shall comply with all applicable Florida Building Codes. The Board shall not refuse to approve the installation or replacement of HPD conforming to the specifications adopted by the Board. An owner shall not deploy any HPD on their home before a hurricane watch is issued for the geographic area encompassing ROSEDALE, and must remove their HPD within ten (10) days after the hurricane passes the ROSEDALE geographic area. However, approved HPD that enclose the main roof covered portion of the lanai at rear of home, may remain installed only during the normal hurricane season (June 1 through November 30) of any given year. if the owner is not in residence during that period.

25. Annual Mowing Fee. ~ In order to insure that unimproved Lots do not become overgrown with weeds and other vegetation, the Master Association shall provide for the periodic mowing of all such Lots to the extent necessary to cure an unsightly condition. To compensate the Master Association for this service, each owner of an unimproved Lot shall pay to the Master Association in advance on or before January 1 of each year an annual mowing fee. As to each unimproved Lot whose owner acquired title from Declarant subsequent to January 1 of any year, the annual mowing fee attributable to such Lot for such year shall be prorated as of the date of such conveyance of title, and such prorated amount shall be payable to the Master Association within thirty (30) days after such date; provided, however, that no annual mowing fee or portion thereof shall be payable by any such owner who acquires title to his Lot and commences bona fide construction of a dwelling house on the Lot within thirty (30) days thereafter. Any annual mowing fee 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. As used herein, "unimproved lot" means a Lot owned by a person or entity other than Declarant on which, as of January 1 of the year in which the mowing fee is payable, no bona fide construction of a dwelling house has been commenced or completed. In lieu of paying an annual mowing fee, Declarant shall be responsible for, and shall pay for, the periodic mowing of all Lots owned by it.

26. Maintenance and Repair by Master Association. Maintenance and Repair by Master Association In the event any owner shall fail or refuse to maintain his residence, Lot, or other improvements situated on said Lot in full compliance with the provisions of this

Master Declaration in the sole opinion of the Master Association, the Master Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Master Association or its duly authorized agents shall not be deemed to be a trespass. Lot Owners shall be responsible to the Master Association for any damages caused to the common elements due to Lot Owner's negligence or actions resulting in the need for repair or maintenance of such common element. The expense of any such repairs or maintenance contemplated by this section and undertaken by the Master Association shall be due and payable to the Master Association within thirty (30) days after submission of a bill therefor. If any such bill is not paid the Association may pursue recovery of the same in the same manner as an assessment as set forth in Florida Statute Section 720.3085.

27. Regulations During Construction, Repairs and Remodeling

- a. No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Lot.
- b. During construction upon the Lot, the Lot shall be maintained in a neat and orderly manner with all construction debris hidden from view to the extent possible or contained in a dumpster.
- c. Construction upon the Lot shall be conducted in such manner that the Subdivision improvements shall not be altered or damaged in any manner, and the Lot shall at all times be in a clean and orderly condition.
- d. Each Lot owner agrees to indemnify the Master Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvements damaged by the Lot owner or to put the Lot in a clean and orderly condition.
- e. Each Lot Owner agrees to liability to the Master Association for any common element repair, replacement, maintenance, damage, destruction, or other cost or expense that result, directly or proximately, from the Lot Owner's construction, whether such expense occurs on the Lot Owner's property, or elsewhere within the Association Property.

28. SWFWMD Restrictions.

- (a) It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 400-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD).
- (b) No activity may be undertaken or performed in created wetlands, reserved wetlands, upland buffers adjacent to wetlands and upland preservation areas which are described in any recorded plat of the subdivision and shown on the approved construction plans, unless prior written approval is received from the SWFWMD pursuant to Chapter 40D-4, F.A.C.. Prohibited activities include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, residence or structure.

(c) Any amendment of these documents, which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Water Management District.

29. Rental of Units: The leasing of entire Lots within the Association shall be the sole means of leasing any property within Rosedale, A Golf and Tennis Club Community Subdivision, and no rooms or portions of the property may be leased. Leasing shall be subject to the following restrictions which shall be enforced prospectively from the effective date of this amendment:

(a) Owners are prohibited from entering into lease holds which have a period of less than sixty (60) consecutive days in length. An Owner shall be prohibited from leasing his Lot more than six (6) times per calendar year.

(b) An Owner intending to lease his Lot must give to the Board of Directors (or its designee) the completed board approved application package. This application package consists of a Resident Registration Form, Background Authorization Form, the applicant's driver's license, social security information, or other state recognized form of identification, application fee and a background investigation completed within thirty (30) days of the proposed starting date of the lease. The documentation, fees and any deposit necessitated by this paragraph shall be submitted to the management office at least ten (10) days prior to taking occupancy. In the event the Owner is unable or unwilling to perform the background check required in the application package, the management company shall provide such service as a cost to be paid for by the Owner prior to the beginning of the ten (10) day approval period. Incomplete application packages shall restart the ten (10) day approval period.

Failure to provide notice of a leasehold shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. The Board may prescribe changes and additions to the form application as well as require an application fee at the rate of \$150. 00 per adult applicant other than a husband and wife or parent and dependent child or the maximum amount allowed by Florida Statutes, as amended from time to time, whichever is greater. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy is permitted without further application and approval. The Association's representative(s), may, in their discretion, conduct the interview on the telephone. It shall be owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations and other disclosures required by Florida Statutes. The Association may also require the Owner seeking to lease the Lot to place a security deposit with the Association, in the amount of one (1) month's rent as set forth on the face of the lease. Such security deposit may be used by the Association to repair any damage to the Common Area, or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants. The Association may deny the Owner permission to lease any Lot on grounds the Association may determine as further detailed in this section.

(c) Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Reasons for potential disapproval include:

- 772 1. Prior felony criminal conviction, including any pleas of no contest.
- 773 11. Non-Compliance with any specific requirements set forth in the Association's
- 774 governing documents, including any rules and regulations.
- 775 111. Providing false or incomplete information in connection with an application,
- 776 failure to remit the application fee, or failure to appear or make oneself available
- 777 to be interviewed.
- 778 1v. The person seeking approval (which shall include all proposed occupants)
- 779 has been designated by a Court as a sexual offender or sexual predator.
- 780 v. The application for approval on its face, or subsequent investigation thereof,
- 781 indicates the person seeking approval (which shall include all proposed
- 782 occupants) intends to conduct himself in a manner inconsistent with the
- 783 Association Documents.
- 784 v1. The person seeking approval (which shall include all proposed occupants)
- 785 has a history of disruptive behavior or disregard for the rights and property of
- 786 others as evidenced by his or her conduct in other social organizations,
- 787 communities, or association or by conduct in this Association as a Lot Owner,
- 788 tenant, or Occupant.
- 789 v11. Assessments, fines, and other charges against the Lot or due from the Lot
- 790 Owner have not been paid in full, provided however, the Association may grant
- 791 approval subject to payment in full as a condition of the approval.

792 A decision by the Association on approval or disapproval of a proposed lease will be

793 made as soon as reasonably possible after all information has been submitted and any

794 required interview has taken place. In the event that no decision to disapprove a

795 proposed lease has been made within twenty (20) days following the date of written

796 submission and receipt of the application by the board of directors, the lease will be

797 deemed approved.

798 In connection with the approval of a lease, the Association will require the owner(s) and

799 tenant(s) to sign a Lease Addendum agreement in a form prepared by the Association,

800 which requires the tenant(s) to comply with all rules and restrictions and which allows the

801 Association to take action to enforce any violations by the tenant(s) if the owner(s) fails

802 or refuses to do so.

803 (d). Violation: In the event of an occupancy contrary to the provisions of this section,

804 the Declaration, or the violation by a tenant or occupant of any provision of this

805 Declaration or the Bylaws or Rules of the Association, the Association's Board of

806 Directors, after not less than ten (10) days submission of a notice by certified or

807 registered letter to the owner of the Lot with a copy to the tenant or occupant, advising of

808 the restriction, the violation, and an opportunity to comply, may act as agent of the

809 Owner to evict such lessee or occupant and in such event the Owner shall pay to the

810 Association all costs and attorney's fees incurred by the Association incident to the

811 eviction. Every lease of a Lot shall specifically provide (or, if it does not, shall

812 automatically be deemed to provide) that a material condition of the lease shall be the

813 tenant's full compliance with the terms of this Declaration, Articles of Incorporation,

814 Bylaws, Rules, and other Association documents and furthermore grant the Association

815 authority to proceed as a party to the lease in pursuit of eviction for the purposes of this

816 paragraph. The Owner shall be jointly and severally liable with the tenant to the

Association for any and all damages to the Association property caused by the acts or omissions of the lessee (as determined in the discretion of the Board of Directors).

(e.) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Lot for a period of 20 days within any 30-day period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists. In addition to being present on the Association property, the use of the Lot address for governmental identification, employment purposes, financial purposes, or similar address records shall initiate the tenancy time frame detailed in this sub-paragraph (v). Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Lot by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant, provided the Owner remains in occupancy of the Lot or unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Lot by blood, marriage, or legal adoption shall still adhere to the provisions of this article regarding interview by the Board of Directors and submission to a background check and be subject to disapproval as set forth in this Article 29.

(f) The terms of this Article 29, as well as the Declaration in its entirety, shall be effective upon any license, agreement, contract, or agreement for occupancy, with or without compensation to the Lot Owner, as facilitated by home- sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may be utilized now or in the future. All such relationships shall be deemed leases, and their potential occupants deemed tenants, as contemplated under in this Declaration.

(g) Use Restrictions: Visitors of tenants may not host other visitors independent of the tenant's invitation.

30. Photoelectric Cells on Exterior Lights. Each home shall have exterior lights on either side of the garage doors, which lights will operate and illuminate during the entire evening and nighttime hours. It is the purpose hereof to provide a uniform level of exterior lighting on each home within the Subdivision.

31. Sections 11, 12, 14, 15 and 17 of Article V of the Master Declaration shall not apply to the Golf Club.

ARTICLE VI

ARCHITECTURAL CONTROL AND VARIANCES

1. Architectural Control.

(a) No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, statues, ornamental objects, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof or thereto be made, nor shall any excavation be commenced, unless and until the plans, specifications and location of

the same shall have been submitted to, and approved in writing by, the Master Association's Architectural Review Committee ("ARC"). The ARC may adopt and amend construction guidelines to assist it in reviewing and approving an Owner's request for approval.

(b) In keeping with the intent to assure to each owner in ROSEDALE SUBDIVISION a community of quality homes and buildings of tasteful design, the ARC will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. The ARC may, in its sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist an owner in the development of acceptable plans and specifications, the ARC shall state with reasonable particularity the ARC's grounds for such disapproval. It is not the intent hereof to impose a uniform appearance in the Subdivision but rather to promote and assure architectural and aesthetic quality for the benefit of all owners in the Subdivision.

(c) Two (2) complete sets of all plans and specifications for any such improvement or structure proposed for any lot or parcel shall be submitted to and approved by ARC prior to the commencement of construction or placement of such improvement. ARC may require submission of plans for the grading of any Lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished by the owner so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by ARC, the owner shall also furnish a drainage plan for his Lot. ARC may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for ARC to completely evaluate the proposed structure or improvement. If, following its review of the plans and specifications submitted to it, ARC disapproves such plans and specifications, ARC shall advise the owner of the portion or items thereof which were found to be objectionable. In the event the owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval.

(d) Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of ARC, ARC shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by the ARC. Should ARC fail to either approve or disapprove an owner's plans and specifications within thirty (30) days after the owner submits the plans and specifications and pays all applicable approval fees, then the owner shall send a letter to the Master Association's President by certified mail, return receipt requested, notifying the Master Association of the ARC's failure to timely act. The ARC shall then have an additional thirty (30) days to act. If the ARC fails to approve or disapprove the Owner's plans and specifications within that additional thirty (30) days, then and only then shall such approval not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates the building and use restrictions contained in this Master Declaration, unless approved in writing by ARC.

(e) ARC may submit any building or landscaping plans to an independent architect or professional of respective qualification relative to the application, for his review, in which event owner agrees to pay a reasonable fee. Such fee shall be disclosed to and accepted by the Owner in advance in order to proceed with the approval process.

2. Variances. ARC reserves the absolute right to enter into written agreements with the owner of any Lot or Lots (without the consent of the owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air-conditioner compressors and without, in any manner, limiting the foregoing any restriction or limitation regarding construction set forth in Article III above, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted. ARC reserves the right to impose additional restrictions in the conveyance of title to any Lot or Lots in the Subdivision.

3. Architectural Review Committee. THE ARC shall consist of not less than three (3) nor more than seven (7) members. Members of the ARC shall serve terms established by the Board. The members of the ARC shall be appointed and may be removed with or without cause by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines, the Board may sit as the ARC. Provided, however, that anything herein contained to the contrary notwithstanding, prior to the Turnover Date, the Declarant shall serve as the ARC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC and the conduct of its proceedings shall be established by the Board. To the extent the Board has not so promulgated rules, the ARC may promulgate such rules; provided, however, that all such rules must be consistent with the Master Declaration and Bylaws. Meetings of the ARC shall be noticed and conducted with the same formalities as provided for meetings of the Master Association's Board of Directors. The ARC shall meet at least monthly on a regular date, published in advance, so as not to delay review and decision on owner requests.

4. Architectural Review Authority. If a Lot is not subject to a neighborhood declaration of covenants, then only the written approval of the Master Association's ARC shall be required for alterations and improvements pursuant to this Article VI. If a Lot is subject to a neighborhood declaration of covenants, then the owner shall first submit and obtain approval from the neighborhood association's ARC, if any. And provide a copy of the neighborhood's association ARC's written approval as part of the request for the Master Association's ARC approval. In such an event, the owner shall be required to obtain the written approval of both the neighborhood association's ARC, if any, and the Master Association's ARC prior to proceeding.

5. **Golf Club.** The Golf Club shall be exempt from the provisions of this Article VI as to all improvements and landscaping that may from time to time be located on the Golf Club property, UNLESS (a) the owner of the Golf Club proposes to construct buildings (or add on to or renovate the exterior of existing buildings) and (b) the architectural theme of such construction/exterior renovation is NOT substantially similar to the architectural theme of buildings in existence as of the date of the Amendment.

ARTICLE VII

956

COMMON AREAS AND PRIVATE ROADS

957 **1. Common Areas** Certain areas within the ROSEDALE Subdivision may be set aside by
958 Declarant as "Common Areas" for the common use and enjoyment of owners of property
959 within the ROSEDALE Subdivision. Common Areas shall not include any portion of the
960 property that is devoted to the Golf Course, Clubhouse and related golfing uses currently
961 owned by Rosedale Golf Holdings Inc. Common areas may include (by way of illustration
962 only) private roads, lakes, ponds, bicycle and other paths, walkways, open areas, and
963 easements for such uses. The Master Association shall be obligated to accept title as
964 conveyed and easements as granted and created by Declarant and thereafter to properly
965 maintain the Common Areas and pay all taxes assessed thereon.
966

967 **2. Private Roads.** The roadways in the Subdivision, as shown on the Plat, are hereby
968 designated Private Roads for the common use and enjoyment of the owners of Lots within
969 the Subdivision and all owners, customers, guests, business invitees and others using the
970 Golf Course operated on property adjacent to the Subdivision. Additional Tracts may be
971 designated as Private Roads by subsequent Plats and documents. All such Private Roads
972 shall constitute part of the Common Areas which are to be maintained, repaired and
973 replaced by the Master Association. The Master Association is authorized to adopt and
974 enforce rules and regulations pertaining to the Private Roads (such as designated speed
975 limits, gatehouse operation and security, etc.). The Master Association is authorized to
976 install traffic signs, speed tables, bumps, other traffic calming devices, and any and all
977 other items or devices reasonably necessary to enforce the rules and govern the operation of
978 vehicles on the Private Roads. Master Association is authorized to fine violators and
979 suspend, for a reasonable amount of time, the violator's use of the Common Areas; however,
980 the suspension of Common Area use rights shall not impair the right of an owner or tenant
981 to have vehicular and pedestrian ingress to and egress from the Lot. Including, but not limited
982 to, the right to park.
983

984 **3. Maintenance and Usage of Common Areas.** All Tracts conveyed to or for which
985 easements are granted the Master Association shall be maintained by said Master
986 Association, except for such portion thereof as to which the responsibility for maintenance has
987 been or hereafter is imposed on any other person or entity by virtue of this Master
988 Declaration or other recorded instrument. Usage of the Tracts shall be subject to such
989 restrictions, rules, and regulations as may be adopted by Declarant or the Master
990 Association. Lot owners and their guests shall not use the lakes located on the Common
991 Areas for boating or swimming. As to sidewalks in the Rosedale Master Association, the
992 Association shall be responsible for maintaining and repairing sidewalks which were
993 originally installed by the developer. This responsibility does not include an assumption of
994 liability for incidental, negligent, or intentional damage caused by Lot Owners, their guests or
995 invitees, which such Lot Owner shall be personally liable for regardless of the Master
996 Association's assumption of maintenance obligations set forth herein.
997

998

ARTICLE VIII

999

ASSESSMENTS BY ROSEDALE MASTER HOMEOWNERS ASSOCIATION

1000 **1. Annual Assessments.** The Master Association shall have the right to levy an annual
1001 assessment against all Lots or Units in Rosedale in such amounts as may be deemed
1002 appropriate by said Master Association's Board of Directors for the management and

operation of the Master Association and for the general purposes and objectives of the Master Association as set forth herein and in its Articles of Incorporation and Bylaws.

2. Special Assessments. The Master Association's Board of Directors shall also have the right to levy special assessments from time to time against all Lots or Units in ROSEDALE as the Board determines necessary.

3. Assessments Levied Pro Rata. Except as otherwise provided herein for certain special assessments, all assessments levied by the Master 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 Master Association.

4. Assessments Against New Lots or Units. In the event any Lot or Unit becomes subject to the terms of this Master Declaration subsequent to January 1 of any year, the first annual assessment shall be prorated for the remainder of the then current fiscal year. With respect to any special assessments, only those Lots or Units that are subject to the terms of this Master Declaration as of the date on which the Board of Directors of said Master 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.

5. 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 Master 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 the greater of Twenty-five Dollars (\$25) or five percent (5%) of the amount of each assessment installment that is paid past the due date ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law. Any payment received by the Master Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

6. Personal Obligation of Property Owner. Regardless of how an owner obtains title to a Lot, including without limitation purchase at a foreclosure sale or by deed in lieu of foreclosure, 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. The owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Area or by abandonment of the Lot upon which the assessments are made. A lot owner is also jointly and severally liable with the previous lot owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present lot owner may have to recover any amounts paid by the present owner from the previous owner. If any such assessment is not paid within thirty (30) days after the same is due, then the Master 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 Master Association, including reasonable attorney's, fees, incurred

incident thereto (including those incurred for appellate proceedings), in preparation for and in bringing such action.

7. Lien Rights of the Master Association. In order to provide an additional means to enforce the collection of any annual mowing 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 Master 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 {including without limitation the attorney's fees incurred by the Master Association fulfilling its duties under Sections 5.25 and 5.26 hereof), together with interest and late charges thereon. attorney's fees 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 Master Association shall have the right to file a Claim of Lien in the Public Records of Manatee County, Florida. Said lien may be enforced by said Master Association 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 Master 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 incident thereto 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) Except as otherwise set forth in this Master Declaration, the Master Association's claim of lien is effective from and shall relate back to the date on which the original Master Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the Public Records of Manatee County, Florida. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges and reasonable costs and attorney's fees incurred by the Association incident to the collection process. A Lot Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Lot Owner. A Lot Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous Owner.

Except as otherwise provided by the Homeowners Association Act as amended from time to time (Chapter 720, Florida Statutes), the liability of a first mortgagee, its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the first mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which

1094 payment in full has not been received by the master Association; or (b) one percent (1) of the
1095 original mortgage debt. The limitations on first mortgagee liability provided by this paragraph
1096 apply only if the first mortgagee filed suit against the Lot Owner and initially joined the Master
1097 Association as a defendant in the mortgagee foreclosure action. Joinder of the Master
1098 Association is not required if, on the date the complaint is filed, the Master Association was
1099 dissolved or did not maintain an office or agent for service of process at a location that known to
1100 or reasonably discoverable by the first mortgagee. This Article VIII. Section 7(c) shall not apply
1101 to any mortgage company that held a bona fide mortgage against a Lot prior to the date Section
1102 720.3085, Florida Statutes (July 1, 2007) became legally effective.

1103 **8. Suspension of Voting Rights.** The Master Association may summarily suspend the voting
1104 rights of any owner for the nonpayment of regular annual assessments that are delinquent in
1105 excess of ninety (90) days.

1106 **9. Reserves.** The Master Association's Board of Directors may create and fund reserves as it
1107 determines appropriate and in accordance with Florida law. All reserves shall be based on the
1108 pooled method of funding.

1109 10. The owner of the Golf Club can never be subject to any special assessments nor specific
1110 assessments, which are for the sole benefit of the residential homeowner members of the
1111 Association. The owner of the Golf Club's financial obligation for assessments under the Master
1112 Declaration shall be to pay an amount equal to the regular annual assessment for ten single
1113 family lots, which obligation has already been stipulated to pursuant to Section 9 of that certain
1114 Covenant recorded at O.R. Book 2326, Page 7711.

1115 **ARTICLE IX**

1116 **EASEMENTS AND ENVIRONMENTAL PROVISIONS**

1117 **1. Utilities and Drainage.** Perpetual easements for the installation and maintenance of utilities
1118 and drainage facilities are hereby reserved unto Declarant over all utility and drainage easement
1119 areas shown on the Plat. Moreover, a perpetual easement ten (10) feet in width over and under
1120 each Lot in the Subdivision for the installation and maintenance of utilities, street lights, and
1121 drainage facilities is hereby reserved unto Declarant along such portion of each Lot line as
1122 abuts any street.

1123 Declarant reserves the right to grant to any private or public utility, an easement to erect
1124 and lay, or cause to be erected, layed, maintained, removed or repaired in all private roads
1125 or Common Areas of the Subdivision, for electricity, telephone, water, television antenna,
1126 gas and other utility services, catch basins, surface drains and other such customary or
1127 usable utility service as may from time to time in the opinion of the

1128 Declarant or any utility company or governmental body be deemed necessary or advisable.
1129 Any claim on account of temporary or other inconveniences caused thereby against the
1130 Declarant or any utility company or governmental body, or any of its agents or servants, is
1131 hereby waived by the owner. The easement area of each Lot and all improvements located
1132 within it shall be maintained continuously by the owner of the Lot, except for those
1133 improvements for which the Master Association, public authority or utility company is
1134 responsible. No drainage easement, Swale, canal, lake, or pond may be obstructed, filled in
1135 or altered without Declarant's written approval. Any walls, fences, paving, landscaping or
1136 other improvements constructed, placed or planted by a Lot owner over the easement area
1137 of his Lot may be removed by Declarant or its assigns if required for the installation or

1138 maintenance of improvements or facilities related to the purpose for which the easement
1139 was reserved; provided, however, that

1140 Declarant or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly
1141 as practicable to its prior condition.

1142 **2. Drainage Areas.** For the purposes of this Master Declaration "Drainage Areas" means
1143 those portions of the Common Areas designated as surface water management areas,
1144 drainage areas, basins, drainage easements, water management tracks, canals or canal
1145 easements (collectively "Drainage Areas") which are reflected on the development plan filed
1146 with Manatee County, Florida, or are reflected on the Plat, and any amendments thereto, or
1147 are described in this Master Declaration, or otherwise designated by Declarant as
1148 "Drainage Areas," and which shall be kept and maintained by the Master Association for
1149 irrigation, drainage, storm water retention and detention or beautification and for the
1150 installation, maintenance, construction or repair of utility facilities in a manner consistent
1151 with the original design thereof by Declarant, and in accordance with the requirements of all
1152 applicable governmental authorities. The Drainage Areas are an integral part of a master
1153 drainage system which system is for the benefit of the Subdivision and the Golf Club
1154 located adjacent to the Subdivision. Except as otherwise provided in the Master
1155 Declaration, the Master Association shall maintain the Drainage Areas and master drainage
1156 system in a manner consistent with the original design thereof by Declarant, and in
1157 accordance with the requirements of all applicable governmental authorities.

1158 **3. Wetlands, Lakes and Ponds.** Wetlands, lakes and ponds means those Common Areas
1159 so designated on the development plans submitted to Manatee County, this Master
1160 Declaration, the Plat, any addendum thereto, or otherwise designated by Declarant and
1161 which are areas subjected to permanent or prolonged periods of inundation or saturation, or
1162 which exhibit vegetative communities or soil types characteristic of such hydro periods. The
1163 boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other
1164 natural changes. Wetlands, lakes and ponds shall be kept and maintained by the Master
1165 Association together with any conservation setbacks designated on the plat in an
1166 ecologically sound condition for water retention, irrigation, drainage and water management
1167 purposes in compliance with all governmental requirements. Graded lakes shall be
1168 maintained with a productive littoral zone in compliance with governmental requirements.

1169 **4. Conservation Easements.** Unless permitted by the *Manatee County Land Development*
1170 *Code*, the following act and activities are expressly prohibited within the boundaries of the
1171 Conservation Easement without the prior consent of Manatee County.

1172 • Construction or placing of buildings, roads, signs, billboards or other advertising, or
1173 other structures on or above the ground.

1174 • Construction or placing of utilities on, below or above the ground without
1175 appropriate local, state and federal permits or other authorization.

1176 • Dumping or placing of soil or other substances or material as landfill or dumping or
1177 placing trash, waste, unsightly or offensive materials.

1178 • Removal, mowing or trimming of trees, shrubs or other vegetation.

1179 • Application of herbicides, pesticides or fertilizers.

- 1180 • Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material
1181 substances in such manner as to affect the surface.
- 1182 • Surface use except for purposes that permit the land or water areas to remain in its
1183 natural condition.
- 1184 • Any activity detrimental to drainage, flood control, water conservation, erosion
1185 control, soil conservation or fish and wildlife habitat preservation.
- 1186 • Acts or uses detrimental to such retention of land or water areas.

1187 **ARTICLE X**

1188 **GOLF COURSE AND GOLF CLUB**

- 1189 1. Golf Club. Adjacent to this Subdivision, and reflected on development plans filed with
1190 Manatee County, is a golf course and club (which upon completion of all improvements may
1191 include the golf course, parking facilities, clubhouse, restaurant, bar, lounge, dining
1192 facilities, and related recreational amenities and facilities) which shall be owned, used and
1193 maintained as either a public or private club facility as the operator of same, in its sole
1194 discretion, deems appropriate.
- 1195 2. Notice. BY ACCEPTANCE OF A DEED TO A LOT IN THE SUBDIVISION, EACH
1196 OWNER, HIS SUCCESSORS AND ASSIGNS, ACKNOWLEDGES AND AGREES THAT
1197 NEITHER OWNERSHIP OF A LOT IN ROSEDALE SUBDIVISION NOR MEMBERSHIP IN
1198 THE MASTER ASSOCIATION CONFERS ANY MEMBERSHIP OR USE RIGHTS IN THE
1199 GOLF CLUB, AND THAT ANY SUCH RIGHTS OF USE ARE SUBJECT TO THE
1200 REQUIREMENTS AND CONDITIONS AND FEES AND CHARGES ESTABLISHED BY
1201 THE OPERATOR OF SAID GOLF CLUB IN THE OPERATOR'S SOLE AND ABSOLUTE
1202 DISCRETION. EACH OWNER, HIS SUCCESSORS AND ASSIGNS, FURTHER
1203 ACKNOWLEDGES THAT THEY HAVE BEEN INFORMED THAT THE GOLF CLUB MAY
1204 NOT EXIST IN PERPETUITY OR FOR ANY SPECIFIC PERIOD OF TIME.
- 1205 3. Easement. The Golf Club operator and its employees, agents, owners, contractors,
1206 subcontractors, vendors and suppliers, the members of the Golf Club, and their family
1207 members, guests, and invitees, and all other players or users of the Golf Club and the
1208 spectators at any golf tournament (collectively, the "Visitors") shall have a perpetual, non-
1209 exclusive easement over, through and across the Private Roads, in their favor for
1210 pedestrian and vehicular ingress and egress to and from the Golf Club (including, without
1211 limitation, construction and maintenance ingress and egress), for the use of, service and
1212 supply to, maintenance, repair and/or replacement or redevelopment of all or any portion of
1213 the Golf Club. To the extent that the Association maintains, or power is granted to any other
1214 party by the Association to maintain, any entry gates or other access-control system, the
1215 Association shall be obligated to provide unimpeded access to any and all persons
1216 identifying themselves as Visitors of the Golf Club. An easement is hereby established over
1217 all portions of the Common Areas, for access and golf course play. The provisions of this
1218 section 3 shall supersede any provision to the contrary elsewhere in this Declaration.
- 1219 4. Golf Tournament. Declarant has provided for the Golf Club to be located in such manner
1220 to benefit the Subdivision and to protect and enhance property values therein. It is possible
1221 though not ensured or in any manner represented that the Golf Club may be used for
1222 various types of tournament play. The Master Association and the owners shall cooperate

with the Visitors to the full extent necessary to permit such tournaments to occur as intended.

5. **Golf Balls.** An easement over the lawn and yard area of each Lot is hereby granted to all members, guests and invitees playing golf ("Golfers") on any Parcel in the Subdivision for the sole purpose of retrieving errant golf balls. Entry upon the Lot shall be solely on foot and not by golf cart. This easement shall not permit entry into any residence, garage or enclosed patio or pool area. This easement shall not exempt any Golfer from responsibility for damage caused by an errant golf ball nor damage caused in the retrieval of same.

6. **Access.** No owner shall have any right, by virtue of ownership of a Lot, or membership in the Master Association, whether or not his Lot is contiguous to the Golf Club, of access, entry or other use of the Golf Club or golf cart paths. There shall be no activity in the Subdivision that unreasonably disturbs play, or the enjoyment of the Golf Club, by members and guests thereof, including without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions contiguous to the golf course.

7. No amendments or supplements may be made to the Master Declaration that are adverse to, purport to supersede, or otherwise effect the rights of the Golf Club owner, without the Golf Club owners written joinder to such amendment, which joinder and consent may be refused at such Golf Club owners sole and absolute discretion. Additionally, if there is a dispute as to whether or not an amendment adversely effects the rights of the Golf Club, the decision of the record owner of the Golf Club shall control.

ARTICLE XI

COMPLIANCE WITH MANATEE COUNTY

LAND DEVELOPMENT CODE

1. **Right of Entry.** 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.

2. **Sale of Common Areas.** Notwithstanding anything herein contained to the contrary, the Master Association shall not be dissolved, nor shall the Master 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.

3. **Lands.** 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.

4. **Failure to Maintain Common Areas.** In the event the Master 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-ratedly within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

1265 5. **Violation of Law.** Notwithstanding any other provision of this Master Declaration, no violation of
1266 federal, state, or local law shall be permitted.

1267 6. **Consent of Manatee County.** Notwithstanding any other provision of this Master Declaration
1268 relating to amendments, neither this Article nor any provision of this Master Declaration affecting this
1269 Article may be amended without the written consent of Manatee County.

1270 ARTICLE XII

1271 GENERAL PROVISIONS

1272 1. **Duration and Benefit.** The covenants and restrictions of this Master Association shall run
1273 with the title to each of the Lots in the Subdivision and the Golf Club and shall inure to the
1274 benefit of and be enforceable in accordance with its terms by Declarant, the Master Association,
1275 or the owner of any of such Lots, the owner of the Golf Club, and their respective legal
1276 representatives, heirs, successors and assigns, for a term of fifty (50) years from the date
1277 hereof, after which time the provisions of this Master Declaration shall automatically be
1278 extended for successive periods of ten (10) year each unless prior to the commencement of any
1279 such ten (10) year period, (a) members of the Master Association holding at least eight percent
1280 (80%) of the voting rights approve the termination of the provisions of this Master Declaration,
1281 and (b) a written instrument certifying that such approval has been obtained, is signed by the
1282 president and secretary of said association and recorded in the Public Records of Manatee
1283 County.

1284 2. **Remedies for Violation.** The violation or breach of any condition, covenant or restriction herein
1285 contained shall give Declarant, the Master Association or any Lot owner, in addition to all other
1286 remedies provided herein or by law, the right to proceed at law or in equity to compel compliance
1287 with the terms of such condition, covenant or restriction and to prevent the violation or breach of any
1288 of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation
1289 if such proceedings result in a finding that such owner was in violation of the terms of this Master
1290 Declaration. Such costs shall include reasonable attorney's fees, including attorney's fees for
1291 appellate proceedings, incurred by Declarant or the Master Association but not attorney's fees
1292 incurred by any Lot owner in bringing an action against another Lot Owner. Failure by Declarant, the
1293 Master Association, or any Lot Owner to enforce any of said covenants or restrictions upon breach
1294 thereof, however long continued, shall in no event be deemed a waiver of the right to do so
1295 thereafter with respect to such breach or with respect to any other breach occurring prior or
1296 subsequent thereto. Declarant shall not in any way be held liable or held responsible for any
1297 violation of this Master Declaration by any persons or party and Declarant shall not in any way be
1298 held liable or responsible for the enforcement of the covenants and restrictions contained herein.

1299 None of the foregoing restrictions and covenants set forth in Article V *m* shall apply to the Declarant
1300 during the period of construction of the improvements on the Lots. In addition to all other remedies
1301 provided to the Master Association, it shall also be authorized to levy a fine against a violator, as
1302 more fully provided in the Bylaws. The Master Association may also suspend, for a reasonable
1303 period of time, the rights of a member or a member's tenants, guests or invitees, or both, to use
1304 the common areas and facilities, including without limitation the right to suspend a person's gate
1305 access card and the Lot's cable television.

1306 3. **Assignment by Declarant.** Declarant may from time to time assign any or all of its rights,
1307 title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the
1308 Master Association, or to any other corporation, association or person. Upon the occurrence of
1309 the turnover of control of the Master Association to its members as defined in Article XIII of this
1310 Master Declaration. Declarant shall be deemed to have automatically assigned all of its rights,
1311 interests and authority to the Master Association.

1312 **4. Sales Activities.** This section intentionally left blank.

1313 **5. Severability.** Invalidity of any of the covenants and restrictions therein contained by
1314 stipulation, agreement, judgment or court order shall in no way affect the other provisions
1315 hereof, which other provisions shall remain in full force and effect.

1316 **6. Amendment.** This Master Declaration may be amended at any time and from time to time
1317 upon the approval of members of the Master Association holding at least two-thirds (2/3) of the
1318 voting rights present (in person or by proxy) and voting at a membership meeting and upon the
1319 recordation in the Public Records of Manatee County of an amendatory instrument, certifying
1320 that such approval has been obtained, executed by the president and secretary of said
1321 association; provided, however, that until the Turnover Date, no amendment shall be effective
1322 without Declarant's express written joinder and consent. This Master Declaration may also be
1323 amended at any time or times prior to the Turnover Date by Declarant upon the recordation of
1324 an instrument executed by it; provided, however, that all such amendments shall reasonably
1325 conform to the general purposes of the covenants and restrictions set forth herein.

1326 **7. Usage.** Whenever used herein the singular shall include the plural and the use of any gender
1327 shall include all genders. In the event any term or provision of the Master Declaration. Articles of
1328 Incorporation or Bylaws is deemed ambiguous. The Master Association's Board of Directors
1329 shall provide a definition of the term or provision. The Board's definition shall be binding on all
1330 Owners. Neighborhood associations and interested parties unless wholly unreasonable.

1331 **ARTICLE XIII.**

1332 **TURNOVER OF CONTROL BY DECLARANT**

1333 **1. Turnover Date.** Members other than the Declarant are entitled to elect all of the members of
1334 the Master Association's Board of Directors upon three months after ninety percent (90%) of the
1335 Lots in all phases of the Rosedale community that will ultimately be operated by the Master
1336 Association have been conveyed to members. The term "members other than the Declarant"
1337 shall not include builders, contractors. Or others who purchase a Lot for the purpose of
1338 constructing improvements thereon for resale.

1339 **2. Election of Directors.** The Declarant is entitled to elect at least one member of the Board of
1340 Directors as long as the Declarant holds for sale in the ordinary course of business at least five
1341 percent (5%) of the Lots in all phases of the Rosedale community. After the Declarant
1342 relinquishes control of the Master Association. The Declarant may exercise the right to vote any
1343 Declarant-owned voting interests in the same manner as any other member, except for
1344 purposes of reacquiring control of the Master Association or selecting the majority of the
1345 members of the Master Association's Board of Directors.

1346 **3. Turnover Documents.** Upon the occurrence of the turnover date, the Declarant shall provide
1347 the Master Association the documents required by Section 720.307(3). Florida Statutes. In
1348 addition thereto, the Declarant shall also provide a full and complete assignment of all of
1349 Declarant's rights in recordable form upon the turnover date. The foregoing was adopted as
1350 amendments to the Master Declaration of Covenants. Conditions and Restrictions for Rosedale,
1351 a Golf and Tennis Club Community Subdivision, at the meeting of the Board of Directors on the
1352 day of March, 2010.

1353