

Prepared by and return to:
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CERTIFICATE OF AMENDMENT
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROSEDALE, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION

We hereby certify that the attached amendment to the Master Declaration of Covenants, Conditions and Restrictions, which Original Master Declaration of Covenants Conditions and Restrictions for Rosedale are recorded at Official Records Book 1398 Page 7050 of the Official Records of Manatee County, FL., and subsequently amended and restated at Official Records Book 2343 Page 3103 of the Public Records of Manatee County, FL, and subsequently amended and restated at Official Records Book 2587, Page 7689 of the Official Records of Manatee County, FL., were approved by the membership at the annual membership meeting called and noticed for that purpose, by two-thirds (2/3s) of the voting rights present in person or by proxy and voting at such membership meeting as required by Article XII Section 6 of the Master Declaration of Covenants, Conditions and Restrictions. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law at the annual membership meeting held on March 7, 2022.

DATED this 11 day of March 2022.

Signed, sealed and delivered
in the presence of:

Rosedale Master Homeowners Association, Inc.

sign: CSt

By: Peter Ingrassia

print: Cristina Stewart

Peter Ingrassia President

sign: Sherry Huser

print: Sherry Huser

sign: CSt

By: Kevin Allen

print: Cristina Stewart

Kevin Allen, Secretary

sign: Sherry Huser

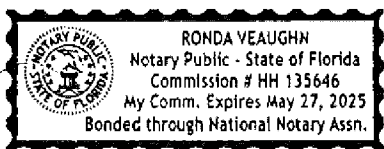
print: Sherry Huser

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this 11 day of March 2022, by Peter Ingraffia, President of Rosedale Master Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation. (He is personally known to me) or has produced _____ as identification.

My Commission expires:

NOTARY PUBLIC



Sign Ronda Veaughn

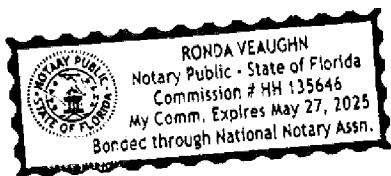
Print Ronda Veaughn
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this 11 day of March 2022, by Kevin Allen, Secretary of Rosedale Master Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My Commission expires:

NOTARY PUBLIC



Sign Ronda Veaughn

Print Ronda Veaughn
State of Florida at Large (Seal)

**PROPOSED
AMENDMENT TO THE
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*[Additions are indicated by underline; deletions by ~~strike through~~]
Provisions not explicitly addressed remain unchanged by this amendment.]*

**ARTICLE I
DEFINITIONS**

12. **“Neighborhood Association”** means an association responsible for the operation, management or administration of a neighborhood, in accordance with neighborhood documents. A neighborhood Association is the smallest association in which any Owner is a member. The total number of neighborhood associations is fourteen (14). ~~At present, there are ten (10) neighborhood associations. Declarant may add additional neighborhood associations in its sole discretion as ROSEDALE is built out.~~

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**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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 ~~Declarant~~ 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 ~~Declarant~~ the Master Association. The composition of all pitched roofs shall be tile, or such other composition or material as may be approved by ~~Declarant~~ 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 ~~Declarant~~ Master Association reserves the right to approve all construction plans, including architectural style and color. Unless otherwise approved by ~~Declarant~~ 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 ~~Declarant~~ 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 ~~Declarant~~the Master Association, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by ~~Declarant~~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.

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6. **Screening of Air Conditioner Compressors, Generators, Mechanical Equipment, Garbage Container Receptacle and Clothes Drying Area.** All garbage or trash containers must be located and placed within totally enclosed or screened areas. The ~~Declarant~~ or the Association shall designate a uniform garbage receptacle to be used by all Owners. Each Owner shall be required to obtain, at the Owner's expense, garbage receptacles of the type designated. Clotheslines are permitted on a Lot but shall not be visible from any street or common area. If there is no location on a Lot that will permit such installation of clotheslines, then the clotheslines must be installed in either the rear or side yards and be shielded from public view by screening methods and location approved by the Board. Such approved screening methods must adjoin the dwelling house and must be a minimum of six (6) feet to a maximum of eight (8) feet in height, and regularly maintained in good condition. Heating, ventilation, air conditioning equipment, fans, generators, mechanical equipment of any kind and pool equipment located outside a building shall be ~~similarly~~ screened from view so as to conceal visibility from street facing portions of the Lot and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof. No window or wall air-conditioning units shall be permitted on any Lot without the written approval of ~~Declarant~~ Master Association. Except for twenty (20) pound propane tanks attached to gas grills, all oil and gas storage tanks shall be underground. Water treatment, water collection and water storage tanks shall be screened from view so as to conceal visibility from street facing portions of the Lot. The Owner shall be responsible for obtaining any governmental permits required for any storage tanks to be located on a Lot.

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

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

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[Substantial rewording of declaration. See provision for present text. Provisions not explicitly addressed remain unchanged by this amendment.]

**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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.

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**ARTICLE I
DEFINITIONS**

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

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

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**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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 ~~Declarant~~ 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 ~~upon~~ the 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 Declarant 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 ~~Declarant~~ 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 at 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.

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[Substantial rewording of declaration. See provision for present text. Provisions not explicitly addressed remain unchanged by this amendment.]

**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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.

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**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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:

- i. Prior felony criminal conviction, including any pleas of no contest.
- ii. Non-Compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations.
- iii. Providing false or incomplete information in connection with an application, failure to remit the application fee, or failure to appear or make oneself available to be interviewed.
- iv. The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator.
- v. The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Association Documents.
- vi. The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities, or association or by conduct in this Association as a Lot Owner, tenant, or Occupant.

- vii. Assessments, fines, and other charges against the Lot or due from the Lot Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

A decision by the Association on approval or disapproval of a proposed lease will be made as soon as reasonably possible after all information has been submitted and any required interview has taken place. In the event that no decision to disapprove a proposed lease has been made within twenty (20) days following the date of written submission and receipt of the application by the board of directors, the lease will be deemed approved.

In connection with the approval of a lease, the Association will require the owner(s) and tenant(s) to sign a Lease Addendum agreement in a form prepared by the Association, which requires the tenant(s) to comply with all rules and restrictions and which allows the Association to take action to enforce any violations by the tenant(s) if the owner(s) fails or refuses to do so.

(d) Violation: In the event of an occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days submission of a notice by certified or registered letter to the owner of the Lot with a copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such lessee or occupant and in such event the Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Lot shall specifically provide (or, if it does not, shall automatically be deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules, and other Association documents and furthermore grant the Association authority to proceed as a party to the lease in pursuit of eviction for the purposes of this 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.

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**ARTICLE XII
GENERAL PROVISIONS**

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

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**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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 sixty-three (63) days of written notification by the Master Association or the Master Association shall be authorized to do so and then specially 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 ~~water's edge of any adjacent water body~~ 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.

**PROPOSED
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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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*[Additions are indicated by underline; deletions by ~~strike-through~~]
Provisions not explicitly addressed remain unchanged by this amendment.]*

**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

26. 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 ~~affected and undertaken by said 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 when due, ~~a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law.~~ 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 ~~Declarant and~~ 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.

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**ARTICLE VI
ARCHITECTURAL CONTROL AND VARIANCES**

1. Architectural Control

...

(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 ~~ten~~ thirty (4030) business-days to act. If the ARC fails to approve or disapprove the Owner's plans and specifications within that additional ~~ten-thirty (430)~~ business-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 to the architect, not to exceed \$1,000.00 ~~Such fee shall be disclosed to and accepted by the Owner in advance in order to proceed with the approval process.~~ The ARC may increase the maximum architect's fee annually at a rate not to exceed the Consumer Price Index ("CPI").

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**ARTICLE VII
COMMON ELEMENTS**

1. Common Areas Certain areas within the ROSEDALE Subdivision may be set aside by ~~Declarant~~ as "Common Areas" for the common use and enjoyment of owners of property within the ROSEDALE Subdivision. Common Areas shall not include any portion of the property that is devoted to the Golf Course, Clubhouse and related golfing uses currently owned by Rosedale Golf Holdings Inc. Common areas may include (by way of illustration only) private roads, lakes, ponds, bicycle and other paths, walkways, open areas, and easements for such uses. ~~Title to any property shall remain in Declarant until such time as Declarant conveys such areas to the Master Association which conveyance may be subject to such easements, reservations, and limitations upon usage as Declarant deems appropriate. Declarant may at its option create easements which shall also constitute "Common Areas". The Master Association shall be obligated to accept title as conveyed and easements as granted and created by Declarant and thereafter to properly maintain the Common Areas and pay all taxes assessed thereon. Declarant shall have the right in its sole discretion, to alter the boundaries or appearance of the Common Areas and construct, develop, enlarge or modify the Common Areas and any improvements, easements and use rights thereon or pertinent thereto in a manner determined appropriate by Declarant, without the joinder or consent of any owner or the Master Association, prior to the turnover date to the Master Association.~~

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

~~reserves the right to add additional phases to the subdivision on contiguous property and in such event to grant the residents of such subsequent phases and their guests, business invitees and others, access over the roadways in the subdivision.~~

3. Maintenance and Usage of Common Areas. All Tracts conveyed to or for which easements are granted the Master Association shall be maintained by said Master Association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Master Declaration or other recorded instrument. Usage of the Tracts shall be subject to such restrictions, rules, and regulations as may be adopted by ~~Declarant or the~~ Master Association. ~~The Master Association shall not, however, adopt any restrictions, rules, or regulations that conflict with those previously adopted by Declarant without Declarant's written consent or that conflict with or impair any rights granted unto the Master Association.~~ Lot owners and their guests shall not use the lakes located on the Common Areas for boating or swimming, ~~without prior approval by Declarant, and any such approval shall be subject to such rules and regulations as may be promulgated by Declarant or the Master Association.~~ Any usage of the lakes for such purposes may be suspended or terminated by Declarant at any time for any reason whatsoever; ~~usage of the lakes may also be terminated by the Master Association if the Master Association determines that such uses interfere with the proper maintenance or functioning of the drainage or storm water management system for the Subdivision.~~ As to sidewalks in the Rosedale Master Association, the Association shall be responsible for maintaining and repairing sidewalks which were originally installed by the developer. This responsibility does not include an assumption of liability for incidental, negligent, or intentional damage caused by Lot Owners, their guests or invitees, which such Lot Owner shall be personally liable for regardless of the Master Association's assumption of maintenance obligations set forth herein.

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**ARTICLE IV
NEIGHBORHOOD ASSOCIATION**

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