Rosedale Master Homeowners Property Change Request

Application for Electronic Pet-Enclosure

Name of local HOA (If Applicable): _____ **Date:** _____

(If the property is part of a local HOA, then applicant must obtain local HOA ARC approval who will submit approved completed form to Resource Property Management.)

Name: _____

Street Address: _____ Lot Number: _____

Phone number: _____ Email Address: _____

Date Project is to begin: _____ Date Project is to end: _____

Please provide information on the type of system in the box on the next page as well as a separate plat of the property with the boundaries of the proposed containment system clearly indicated with measurments showing distances from neighboring homes, setbacks, easements and common grounds.

Electronic Pet-Enclosures are permitted with "conditions". As Rosedale lots have a multitude of easements, set back requirements, zero-lot lines, the potential for two adjacent neighbors having electronic pet-enclosures, and other land-use considerations, each electronic pet enclosure MUST have Master ARC approval before installation.

No Electronic Pet-Enclosures allowed in Front Yards. An Electronic Pet-Enclosure may, depending upon setback, be permitted in a side yard that abuts a walkway or street. Setback guidelines are as follows:

- Setback from Neighbors property line 5'
- Setback from Pond [water's edge] are met
- Setback from easement and/or common area 5' [exception considered]
- Setback from corner lots 5' [exception considered]

No Electronic Pet-Enclosures allowed on homes backing to Golf Course.

Electronic Pet-Enclosures that received Master ARC approval prior to August 12, 2021 are "grandfathered".

All yards with electronic pet-enclosures must have easily visible signs posted in the front and rear yards (maximum of 12"x12") stating "Electronic Pet Enclosure" or similar language to that effect.

Additionally the applicant must provide indemnification of the Master Homeowners Association as indicated by signing the document below in the box following the indemnification agreement on the next page of this form.

"Lot Owner housing an animal agrees and assumes full responsibility for personal injuries or property damage that is caused by his animal, and each Lot Owner, by signature herein, hereby agrees to indemnify the Association and all other Lot 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 Lot Owner or their tenants', guests' or invitees' animal(s) or pet(s).

In furtherance of such understanding that the proposed fencing incurs potential liability on the part of the parties hereto, the undersigned Lot Owner does hereby remise, release, and forever discharge Association, its agents, servants, employees, officers, insurers, members, shareholders, managers, successors, assigns, and each and every one of them, from all claims, all causes of action, defenses and demands, including all those for known and unknown, anticipated and unanticipated damages, interest, causes of action, appraisal awards, suits of law or in equity, including, but not limited to claims whether based upon contract, tort, statute or other legal equitable theory of recovery whether known or unknown, which have been raised or could have been asserted in connection with or rising from or relating to any event contemplated in law or equity, arising or growing out of, directly, or indirectly, from the use of the proposed fencing. Lot Owner agrees to satisfy any and all liens and subrogation interests or claims which may arise; and Lot Owner agrees to defend, hold harmless and indemnify Association for any claims, demands, assignments, liens or subrogation interests brought by Lot Owner's insurance or any other claimant and any liens arising out of the legal representation of the Lot Owner their tenants', guests' or invitees' resulting from the use of the proposed fencing and any event contemplated in law or equity, arising or growing out of, directly, or indirectly, the proposed fencing."

Signature, or Initials in box below if form is filed electronically, indicating of acceptance of the indemnification agreement:

Rosedale Master Homeowners Electrionic Pet Enclosure Form

TO BE COMPLETED BY THE LOCAL HOA ARC COMMITTEE

IF APPLICANT BELONGS TO A LOCAL HOA

Date Received: Name:

Street Address:

Lot Number: Phone number:

Email Address:

Date Project is to begin: Date Project is to end:

Action Taken: Approved: Denied More Information Needed:

HOA ARC Signature:

Local ARC Comments:

TO BE COMPLETED BY THE ROSEDALE MASTER HOA ARC COMMITTEE

Date Received: Name:

Street Address:

Lot Number: Phone number:

Email Address:

Date Project is to begin: Date Project is to end:

Action Taken: Approved: Denied More Information Needed:

Master Association Signiture

Master Association Comments: