

WARNING: The following is a searchable and consolidated version of the Rosedale Master Association’s Covenants, Conditions and Restrictions along with the amendments thereto which is intended as an informal guide to residents to assist them in familiarizing themselves with the Association’s rules and regulations. Users should be aware that this guide was not reviewed by the Association Attorney, nor approved by the Board of Directors and was created by optical scanning with amendments manually added. As such this guide is subject to possible errors and inaccuracies. In the event of any conflict, the actual Rosedale Master Covenants, Conditions and Restrictions and Amendments thereto as recorded in the Official Records for Manatee County are binding.

Summary of Rosedale CC&R Rules

(Including items amended on

September 23, 2015, October 1, 2015, March 1, 2022 and March 2023)

The following document is an abstracted summary of the rules for homeowners from the Rosedale CC&Rs intended to provide a single searchable summary to assist Rosedale residents in reviewing the rules. Some paragraphs of the CC&Rs are intentionally left out if they are not specifically rules for homeowners.

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, if one wanted to see what regulations there were for fences, just typed in “fence” in the search box and all references in the CC&Rs will be listed and the first reference will appear. Depress **Enter** and the next reference will appear. Continuing to depress **Enter** to search all additional references.

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110 **ARTICLE III - ROSEDALE MASTER HOMEOWNERS ASSOCIATION**

111

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

120 **ARTICLE IV - NEIGHBORHOOD ASSOCIATION**

121

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

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

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

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

150 **ARTICLE V - BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

151

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

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

176 **2. Dwellings.** Residential Homes on any Single Family Lot erected, on a Single
177 Family Lot other than a Villa Lot shall contain at least one thousand five hundred
178 fifty (1,550) square feet of enclosed living area (exclusive of open or screen porches,
179 terraces, and garages), which dwelling shall not exceed 35 feet in height nor
180 exceed three (3) stories in height. Unless approved by the Master Association in
181 writing as to use, location and architectural design, no garage, tool or storage
182 room, pool house, cabana, gazebo or other structure may be constructed separate
183 and apart from a residential dwelling. No flat roofs or roofs having a slope of less than
184 4: 12 and no built-up roofs shall be permitted on the main portion of any building
185 without the prior written approval of Master Association. The composition of all
186 pitched roofs shall be tile, or such other composition or material as may be approved
187 by the Master Association. Roofs over outdoor areas or lanais shall be constructed of
188 the same material as the main portion of the dwelling. All chimneys shall be of
189 cementitious veneer. Screened roofs may be used over pools and lanais. In the
190 event a dwelling is constructed of concrete block, same must be covered with
191 cementitious veneer. No asbestos shingles, siding or any type of asphaltic covering
192 shall be used on exterior walls of any building. All materials used in the construction
193 of any dwelling shall be new, durable products. Additions to any dwelling must be
194 compatible in appearance to the existing dwelling. The Master Association reserves

195 the right to approve all construction plans, including architectural style and color.
196 Unless otherwise approved by the Master Association, all heating and plumbing vents
197 (with the exception of chimneys) shall be painted the same color as the roof. All floor
198 elevations for dwellings shall be subject to approval by the Master Association. No
199 change in grade (whether filling or otherwise) shall be made which will adversely
200 affect drainage of any Lot or drainage of any adjacent Lots, or Tracts.

201
202 **3. Setback Line.** No dwelling, building or other structure (which shall be deemed to
203 include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like)
204 shall be erected or placed upon any part of a Lot such that any portion of said
205 dwelling, building or structure (excluding normal eaves or over hangs): (a)
206 encroaches on any "building setback line" or easement denoted on the Plat of the
207 Subdivision; (b) encroaches on any easement reserved unto or granted by
208 Declarant or Master Association pursuant to the provisions of this Declaration of
209 Restrictions or the Plat; or (c) is constructed in violation of any setback requirements
210 of Manatee County then in effect. Notwithstanding any of the above, terraces,
211 patios, low platforms or steps, decks, swimming pools and similar low, open,
212 unroofed and unscreened construction may be erected within the setback areas,
213 provided that such construction: (1) does not encroach on any easement; (2) does
214 not violate any provisions of law; (3) in the opinion of the Master Association, does
215 not interfere with the exposure, view or reasonable privacy of adjoining or facing
216 properties; and (4) is otherwise approved by the Master Association. Except for
217 homes located on zero lot line lots, all homes shall be centered on their lots. The
218 Master Association Board shall approve the location of homes on zero lot line lots.

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

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

234 **6. Screening of Air Conditioner Compressors, Garbage Container and Clothes**
235 **Drying Area.** All garbage or trash containers must be located and underground or
236 placed within totally enclosed or screened areas. The Declarant or the Association shall
237 designate a uniform garbage receptacle to be used by all Owners. Each Owner shall be
238 required to obtain, at the Owner's expense, garbage receptacles of the type designated.

239 Clotheslines are permitted on a Lot, but shall not be visible from any street or common
240 area. If there is no location on a Lot that will permit such installation of clotheslines, then
241 the clotheslines must be installed in either the rear or side yards and be No portion of
242 any Lot shall be used as a drying or hanging area for laundry of any kind unless the
243 area is shielded from public view by screening methods and location approved by the
244 Board. Such approved screening methods must adjoin the dwelling house and must be
245 a minimum of six (6) feet to a maximum of eight (8) feet in height, and regularly
246 maintained in good condition, walls or fences. Such walls or fences must be attached to
247 or adjoin the dwelling house and must not exceed four (4) feet in height. Heating,
248 ventilation, air conditioning equipment, fans and pool equipment located outside a
249 building shall be similarly screened from view and buffered by walls or shrubbery so as
250 to reduce the noise level resulting from operation thereof. No window or wall air-
251 conditioning units shall be permitted on any Lot without the written approval of
252 Declarant. Except for twenty (20) pound propane tanks attached to gas grills, all oil and
253 gas storage tanks shall be underground. Water treatment and water storage tanks shall
254 be screened from view. The Owner shall be responsible for obtaining any governmental
255 permits required for any storage tanks to be located on a Lot.

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

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

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

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

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

296
297 **11. Fences, Hedges and Walls.** The composition, location and height of any fence,
298 hedge or wall to be constructed on any Lot shall be subject to the approval of the
299 Master Association. No tree, fence, shrub, or other landscaping which obstructs or
300 interferes with the vision of drivers of motor vehicles in the sole opinion of the
301 Master Association shall be placed or permitted to remain on any corner Lot. There
302 shall be no fencing or other obstructions contiguous to the golf course. There shall
303 be no fencing or other obstruction of ponds appurtenant to any Lot.

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

310
311 As to new or replacement trees, the Architectural Review committee shall consider
312 type, size, location, height, mature foliage, pollen cycles, similarity with pre-existing
313 trees in the Association and such other qualifications as may be adopted and
314 distributed to the community by the Architectural Review.

315
316 No Owner shall remove, damage, trim, prune, or otherwise alter any tree on their lot,
317 the trunk of which tree is four (4) inches or more in diameter at a point of twenty-four
318 (24) inches above the adjacent ground level, except as follows:

319
320 (a) With the express written consent of the Association and upon verification
321 of such removal through Manatee County Code.

322
323 (b) If the trimming, removal or other alteration of such tree is necessary
324 because the tree or a portion thereof creates an eminent danger to person
325 or property and there is not sufficient time to contact the Association for their
326 approval.

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(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

371 commercial trailers, other than those present on business, nor any trailers, may be
372 parked in the Subdivision unless inside a garage and concealed from public view.
373 "Commercial vehicle" shall mean any vehicle with commercial lettering, advertisement,
374 marking or otherwise evidently used for a commercial. trade, business or industrial
375 purpose. The Master Association shall determine if a vehicle is deemed a commercial
376 vehicle. Which determination shall be binding unless wholly unreasonable. Boats, all
377 types of trailers, campers, vans, motor homes, motorcycles, and recreational vehicles
378 shall be permitted to be parked in the Subdivision only while loading and unloading, or
379 while parked inside a garage and concealed from public view. Except for normal
380 washing and waxing. No maintenance or repair of any boat or vehicle shall be permitted
381 upon any Lot except within an enclosed garage. Any vehicle not in operating condition
382 shall immediately be removed from the Subdivision.

383 (a) Owner agrees to notify all guests of the regulations regarding parking,
384 and to require guests to abide by such parking regulations and to be
385 responsible for guests which violate such restrictions and to indemnify
386 the Association for any damage to or towing caused by the guests
387 parking of vehicles within the Subdivision.
388

389 (b) No repairing of automobiles, trailers, boats, campers, golf carts, or any
390 other property of owner will be permitted outside the confines of the
391 owner's garage. The sole exception being replacement of a flat tire, wind
392 shield wipers, and batteries. While visible within the subdivision and not within a
393 garage, no vehicle, either approved or unapproved pursuant to
394 the terms of this Declaration, may be covered with a tarp, car cover, or
395 other type of material or product designed to obscure the view of a
396 vehicle and or protect the vehicle from the elements. The board may
397 adopt specifically detailed board approved car covers for vehicles which
398 would otherwise be in violation of the section. No vehicles which are
399 inoperable, including those with expired registrations, may be parked or
400 stored in driveways or common areas in the Association. No vehicle may
401 be kept on blocks. No vehicles are permitted on the Association
402 Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil
403 or fluid leaks into the parking areas are the responsibility of the owner of
404 the vehicle. Any damage from oil leaks will be repaired at the expense
405 of the Owner of the Lot from which the offending motor vehicle originated
406

407 (c) No vehicle shall display signage of any type, including but not limited to,
408 removable signs, for sale signs and political signs, for the purposes of
409 this provision, bumper stickers shall not be considered signage.
410

411 (d) No Vehicle shall create a noxious condition on the Association property,
412 by constituting a nuisance due to its noise level, disrepair, or exhaust
413 levels. Such determinations may be made, but are not solely conditioned
414 upon, body damage, visible garbage, refuse, papers, and work materials
415 in on or otherwise associated with the vehicle.
416

417 (e) Any vehicle parked in violation of this Declaration is subject to being
418 towed and all costs and expenses shall be paid by the owner of said
419 vehicle. Parking of any vehicle on the contrary to the requirements of
420 this Section 15 shall constitute parking of such vehicle in an
421 unauthorized location on the Property in violation of Chapter 715.07
422 Vehicles or Vessels parked on private property; towing, Florida Statutes,
423 as that law now exists or may hereafter be amended from time to time,
424 and the Association shall be permitted to avail itself of the rights provided
425 in such Chapter, including without limitation the right to tow the vehicle
426 from the Property after proper notice, whether on common elements or
427 a Lot. The Board of Directors for the Association may institute guest and
428 owner parking registration, including but not limited to, parking passes,
429 in the future, without further amendment to this Declaration, by adoption
430 of reasonable rules and regulations to that effect.
431

432 **16. Roadways.** Except as Declarant the Master Association may otherwise approve
433 in writing, and except as may be otherwise denoted on the Plat of the
434 Subdivision, no Lot or any portion thereof shall be open, dedicated, or used as a
435 street, road, pathway, or other thoroughfare, whether public or private. No trash,
436 debris, building materials, dumpsters, or other impediment or visual nuisance or
437 distraction, as determined in the sole discretion of the Master Association may be
438 placed in or near the roadways.
439

440 **17. Signs, Ornaments, and Objects.** No sign of any kind shall be displayed to public
441 view on any Lot or on any Common Area except as follows:
442

443 a. During the course of construction or maintenance on a Lot, a construction
444 sign not more than four square feet in size identifying the builder or contractor
445 may be displayed on the Lot after approval by Master Association. In the event
446 the sign is placed prior to receiving written approval from the Master
447 Association, the Owner of such lot shall be subject to fining as set forth in
448 these governing documents, as well as injunctive relief. Such sign shall be
449 promptly removed within forty-eight (48) hours of issuance of a certificate of
450 occupancy or completion of the project.
451

452 b. Address numbers on houses and mailboxes shall be of uniform size and
453 design as provided set forth by the Master Association through the
454 Architectural Review Committee.
455

456 c. No sign shall be placed or maintained in any Common Area except with
457 the prior written approval of Board of Directors.
458

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

463
464 e. Statuary ornaments, or objects must have prior written approval by the
465 ARC. The ARC will approve or disapprove such improvements in its sole
466 discretion upon consideration the prevailing design and aesthetics of the
467 Association and the presence of similar or like additions therein. All such items
468 must not be the focal point of landscaping on any Lot.
469

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

473
474 (a) No animals, livestock or poultry of any kind shall be raised, bred, or kept on
475 any portion of the Association Property. No pets shall be allowed in any Lot
476 or the Common Elements that creates a nuisance, danger, or threat to other
477 Persons, their pets, or property.

478
479 Each Lot shall be allowed to house a maximum of three (3) dogs or three (3)
480 cats or any combination of dogs or cats which total three (3) animals. Cats shall
481 be indoor only and are permitted outside the dwelling in the same manner as
482 dogs.

483
484 (b) The Board of Directors may adopt reasonable rules, regulations and forms
485 related to the registration of dogs or cats by Owners and Tenants at the
486 Association's discretion. The dog or cat registered with the Association may
487 not be replaced upon its demise without submitting the new animal to
488 registration. Each dwelling may also house domestic birds or fish without
489 registration requirements.

490
491 (c) Pets shall be kept inside the dwelling on the Lot and not be permitted on
492 any portion of the Association Property except when adequately secured and
493 restrained by a leash. Pets outside the dwelling, but on the pet owner's Lot,
494 must be physically confined, or confined by electronic pet enclosures if not on
495 leash.

496
497 (d) Owners must remove all pet waste on the Association Property for which
498 their animal is responsible. No animals shall be allowed to commit a nuisance.
499 Dogs may not be kept in patios, or porch, screen enclosure on an extended
500 basis while the Owner is not at the dwelling. Each Owner shall assume full
501 responsibility for personal injuries or property damage that is caused by his
502 pet, and each Owner hereby agrees to indemnify the Association and all other
503 Owners and hold them harmless against any loss, claim or liability of any kind
504 whatsoever arising from or growing out of any harm injury, or damage caused
505 by such Owner's pet. The changes set forth in this amendment shall be
506 effective prospectively from the recording of the amendment. Violation of this
507 this Section shall entitle the Association to all of its rights and remedies

508 including, but not limited to, the right to fine Owners and/or to require any
509 pet deemed to be a nuisance or danger permanently removed from the
510 Association Property upon three (3) days' notice.

511
512 (e) No bird feeder or other attractant for wild birds or other animals may be
513 installed, planted, or otherwise utilized on the property. No feed or pet food
514 may be left out of doors. The Board may require that any pet that, in the
515 Board's opinion, endangers the health of any Owner or occupant or creates a
516 nuisance or creates an unreasonable disturbance, or displays aggressive
517 behavior on or off the Association Property may be permanently removed
518 from the Association upon three (3) days written notice. If the Owner or
519 Occupant fails to do so, the Board may remove the pet. Any pet which, in the
520 Board's sole discretion, presents an immediate danger to the health, safety or
521 property of any community member may be removed by the Board without
522 prior notice to the pet's owner.

523
524 (f) Visiting pets are subject to the restrictions set forth in this section. Visiting
525 pets may stay on the property no longer than fourteen (14) consecutive days
526 in any thirty (30) day period.

527 **19. Games and Accessory Structures.** All basketball backboards and any other fixed
528 or portable game equipment, and play structures shall be located at the rear of the
529 dwelling and shall not occupy a land surface area of more than 600 square feet without
530 Declarant's prior written approval. No platform, dog house, playhouse or other structure
531 of a similar kind or nature shall be constructed on any part of a Lot located in front of the
532 rear line of the residence constructed thereon, and any such structure must have the
533 prior written approval of Declarant. Lighting plans for all such areas shall be subject to
534 Declarant approval and shall not cast light directly onto any other Lot or Tract.

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

549 **21. Nuisances.** Nothing shall be done or permitted to be done or maintained, or failed
550 to be done, on any Lot, which may be or become an annoyance or nuisance to other
551 owners or residents of Lots in the Subdivision. If garbage, recycled material or other

552 waste is outside containers caused for any reason, the owner shall immediately must
553 clean up and dispose of all debris. No refuse of any kind may be placed outside (at the
554 curb) prior to 6:00 p.m. on the day before the scheduled pickup for that type of refuse.
555 All refuse containers and leftover refuse must be returned to the interior or shielded
556 area of the home by midnight of the date of collection. If an owner or other person does
557 not comply with both actions required in this section, then they may not place any refuse
558 at the curb until a date of collection when they can fully comply. In the event of a dispute
559 or question as to what may be or become a nuisance, such dispute or question shall be
560 submitted to the Board of Directors of the Master Association which shall render a
561 decision in writing within sixty (60) days of the date a written notice of a dispute is
562 received by the Board of Directors, and such decision shall be dispositive of such
563 dispute or question to the extent permitted by law.

564 **22. Maintenance of Lots and Land Adjacent to Lakes**

565
566 (a) No weeds, underbrush or other unsightly growth shall be permitted to grow or
567 remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects
568 shall be allowed to be placed or remain anywhere thereon. The owners of the
569 Lots in the Subdivision shall be responsible for all the maintenance, repair and
570 replacement, including without limitation, mowing and trimming, of all areas
571 located between their respective Lot lines and the pavement of the street or
572 streets adjacent to their Lot. The Lot Owner shall maintain all landscaping, trees,
573 hedges, plants, lawns and shrubs located on the Owner's Lot in a neat and trim
574 condition at all times. Any vegetation listed here requiring replacement, or any
575 maintenance deficiency as required by this section shall be replaced and
576 resolved by the Lot Owner within thirty (30) days of written notification by the
577 Master Association or the Master Association shall be authorized to do so and
578 then assess the Lot Owner the cost thereof, which assessment shall be
579 collectable as an assessment against the Lot in the same manner as a regular
580 assessment under Florida Statute Section 720.3085.

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

595 **23. Maintenance of Improvements.**

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

604 (b) Lot Owners shall at all times, maintain in good repair or replace if necessary
605 all exterior light fixtures viewable from the street in front of the house. Lamp post
606 fixtures which are electric powered shall have a suitable working bulb in the
607 fixture, and gas burning ones shall be kept fully operational. As to other fixtures
608 installed on the house itself, and viewable from the street, each fixture shall have
609 installed a bulb or bulbs with a minimum total of seventy-five (75) watts
610 incandescent rating, or the manufacturer's recommended maximum wattage. If
611 fluorescent type bulbs are used, they must be rated at seventy-five (75) watt total
612 incandescent equivalent. All exterior light fixtures viewable from the street side of
613 the house (gas fixtures are exempt) must have devices installed and properly
614 working to turn on at or near dusk and turn off at or near daylight. All natural
615 vegetation near these fixtures must be kept pruned so as not to obscure light
616 emanating from all installed fixtures. The purpose of these requirements is aid in
617 providing the night time illumination required throughout our community for
618 vision, protection and safety, and therefore, the only acceptable colors of bulbs
619 will be either white or yellow.

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

629 **24. Hurricane Shutters. Boarding up Residences.** Hurricane Protection Devices
630 (herein after "HPD") shall not be installed on a home without the prior written approval
631 of the Master Association. The Master Association shall adopt written specifications for
632 HPD for ROSEDALE. The HPD specifications shall include but not be limited to
633 permissible materials, type, color, style, and others factors deemed acceptable and
634 relevant by the Master Association Board. All HPD specifications adopted by the Board
635 shall comply with all applicable Florida Building Codes. The Board shall not refuse to
636 approve the installation or replacement of HPD conforming to the specifications adopted
637 by the Board. An owner shall not deploy any HPD on their home before a hurricane
638 watch is issued for the geographic area encompassing ROSEDALE, and must remove
639 their HPD within ten (10) days after the hurricane passes the ROSEDALE geographic

640 area. However, approved HPD that enclose the main roof covered portion of the lanai at
641 rear of home, may remain installed only during the normal hurricane season (June 1
642 through November 30) of any given year. if the owner is not in residence during that
643 period.

644 **26. Maintenance and Repair by Master Association.** Maintenance and Repair by
645 Master Association In the event any owner shall fail or refuse to maintain his
646 residence, Lot, or other improvements situated on said Lot in full compliance with the
647 provisions of this Master Declaration in the sole opinion of the Master Association,
648 the Master Association shall have the right to take remedial action to correct any
649 such deficiencies. Such right shall include the right of reasonable access to the
650 premises, and any such entry by the Master Association or its duly authorized agents
651 shall not be deemed to be a trespass. Lot Owners shall be responsible to the
652 Master Association for any damages caused to the common elements due to Lot
653 Owner's negligence or actions resulting in the need for repair or maintenance of such
654 common element. The expense of any such repairs or maintenance contemplated by
655 this section and undertaken by -the Master Association shall be due and payable to
656 the Master Association within thirty (30) days after submission of a bill therefor. If
657 any such bill is not paid the Association may pursue recovery of the same in the same
658 manner as an assessment as set forth in Florida Statute Section 720.3085.

659

660 **29. Regulations During Construction, Repairs and Remodeling**

661

662 a. No obstruction of any kind shall exist or remain within any swale area,
663 right- of-way or easement within the Lot.

664

665 b. During construction upon the Lot, the Lot shall be maintained in a neat
666 and orderly manner with all construction debris hidden from view to the
667 extent possible or contained in a dumpster.

668

669 c. Construction upon the Lot shall be conducted in such manner that the
670 Subdivision improvements shall not be altered or damaged in any manner,
671 and the Lot shall at all times be in a clean and orderly condition.

672

673 d. Each Lot owner agrees to indemnify the Master Association from and
674 against any and all costs and expenses which may be incurred in repairing
675 or replacing Subdivision improvements damaged by the Lot owner or to put
676 the Lot in a clean and orderly condition.

677

678 e. Each Lot Owner agrees to liability to the Master Association for any
679 common element repair, replacement, maintenance, damage, destruction,
680 or other cost or expense that result, directly or proximately, from the Lot
681 Owner's construction, whether such expense occurs on the Lot Owner's
682 property, or elsewhere within the Association Property.

683 **28. SWFWMD Restrictions.**

684 (a) It shall be the responsibility of each property owner within the subdivision at
685 the time of construction of a building, residence, or structure, to comply with the
686 construction plans for the surface water management system pursuant to
687 Chapter 400-4, F.A.C., approved and on file with the Southwest Florida Water
688 Management District (SWFWMD).

689 (b) No activity may be undertaken or performed in created wetlands, reserved
690 wetlands, upland buffers adjacent to wetlands and upland preservation areas
691 which are described in any recorded plat of the subdivision and shown on the
692 approved construction plans, unless prior written approval is received from the
693 SWFWMD pursuant to Chapter 40D-4, F.A.C.. Prohibited activities include the
694 removal of native vegetation, excavation, placement or dumping of soil, trash or
695 land clearing debris, and construction or maintenance of any building, residence
696 or structure.

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

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

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

709 (b) An Owner intending to lease his Lot must give to the Board of Directors (or
710 its designee) the completed board approved application package. This
711 application package consists of a Resident Registration Form, Background
712 Authorization Form, the applicant's driver's license, social security information, or
713 other state recognized form of identification, application fee and a background
714 investigation. The completed background investigation must be dated as fulfilled,
715 within sixty (60) days of the start date of the lease. The documentation, fees and
716 any deposit necessitated by this paragraph shall be submitted to the
717 management office at least ten (10) days prior to taking occupancy. In the event
718 the Owner is unable or unwilling to perform the background check required in the
719 application package, the management company shall provide such service as a
720 cost to be paid for by the Owner prior to the beginning of the ten (10) day
721 approval period. Incomplete application packages shall restart the ten (10) day
722 approval period. In order to afford adequate time for processing of an application
723 for
724 tenancy, Owners are encouraged to submit applications for tenancy thirty (30)
725 days prior to the proposed start date of the lease. The Association strives to

726 address fully completed applications within thirty (30) days of receipt but is
727 otherwise not obligated to do so in the event of unforeseen circumstances,
728 including but not limited to, background checks which are not limited to the
729 United
730 States. The Association is unable to review incomplete applications it may
731 receive.

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

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

- 760 1. Prior felony criminal conviction, including any pleas of no contest.
- 761 11. Non-Compliance with any specific requirements set forth in the
762 Association's governing documents, including any rules and regulations.
- 763 111. Providing false or incomplete information in connection with an
764 application, failure to remit the application fee, or failure to appear or make
765 oneself available to be interviewed.
- 766 1v. The person seeking approval (which shall include all proposed
767 occupants) has been designated by a Court as a sexual offender or sexual
768 predator.

769 v. The application for approval on its face, or subsequent investigation
770 thereof, indicates the person seeking approval (which shall include all
771 proposed occupants) intends to conduct himself in a manner inconsistent
772 with the Association Documents.

773 v1. The person seeking approval (which shall include all proposed
774 occupants) has a history of disruptive behavior or disregard for the rights
775 and property of others as evidenced by his or her conduct in other social
776 organizations, communities, or association or by conduct in this
777 Association as a Lot Owner, tenant, or Occupant.

778 v11. Assessments, fines, and other charges against the Lot or due from
779 the Lot Owner have not been paid in full, provided however, the
780 Association may grant approval subject to payment in full as a condition of
781 the approval.

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

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

793 (d). Violation: In the event of an occupancy contrary to the provisions of this
794 section, the Declaration, or the violation by a tenant or occupant of any provision
795 of this Declaration or the Bylaws or Rules of the Association, the Association's
796 Board of Directors, after not less than ten (10) days submission of a notice by
797 certified or registered letter to the owner of the Lot with a copy to the tenant or
798 occupant, advising of the restriction, the violation, and an opportunity to comply,
799 may act as agent of the Owner to evict such lessee or occupant and in such
800 event the Owner shall pay to the Association all costs and attorney's fees
801 incurred by the Association incident to the eviction. Every lease of a Lot shall
802 specifically provide (or, if it does not, shall automatically be deemed to provide)
803 that a material condition of the lease shall be the tenant's full compliance with the
804 terms of this Declaration, Articles of Incorporation, Bylaws, Rules, and other
805 Association documents and furthermore grant the Association authority to
806 proceed as a party to the lease in pursuit of eviction for the purposes of this
807 paragraph. The Owner shall be jointly and severally liable with the tenant to the
808 Association for any and all damages to the Association property caused by the
809 acts or omissions of the lessee (as determined in the discretion of the Board of
810 Directors).

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

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

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

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

845 **ARTICLE VI - ARCHITECTURAL CONTROL AND VARIANCES**

846

847 **1. Architectural Control.**

848 (a) No improvement or structure of any kind, including, without limitation, any
849 building, fence, wall, swimming pool, tennis court or other game court or
850 structure, screen enclosure, water or sewer line, drain, mailbox, solar energy
851 device, decorative building, statues, ornamental objects. landscaping, landscape
852 device or object, or other improvement shall be commenced, erected, placed or
853 maintained upon any Lot, nor shall any addition, change or alteration thereof or

854 thereto be made, nor shall any excavation be commenced, unless and until the
855 plans, specifications and location of the same shall have been submitted to, and
856 approved in writing by, the Master Association's Architectural Review Committee
857 ("ARC"). The ARC may adopt and amend construction guidelines to assist it in
858 reviewing and approving an Owner's request for approval.

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

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

888 (d) Upon final approval of an owner's plans and specifications either as
889 originally submitted or as subsequently modified in accordance with the
890 recommendations of ARC, ARC shall indicate its approval in writing on the
891 plans and specifications. One set of such plans and specifications shall then
892 be returned to the owner and one set shall be retained by the ARC. Should
893 ARC fail to either approve or disapprove an owner's plans and specifications
894 within thirty (30) days after the owner submits the plans and specifications and
895 pays all applicable approval fees, then the owner shall send a letter to the
896 Master Association's President by certified mail, return receipt requested,
897 notifying the Master Association of the ARC's failure to timely act. The ARC

898 shall then have an additional thirty (30) days to act. If the ARC fails to approve
899 or disapprove the Owner's plans and specifications within that additional thirty
900 (30) days, then and only then shall such approval not be deemed to be
901 required in such instance; provided, however, that no building or other
902 improvement shall be erected or be allowed to remain on any Lot which
903 violates the building and use restrictions contained in this Master Declaration,
904 unless approved in writing by ARC.

905
906 (e) ARC may submit any building or landscaping plans to an independent
907 architect or professional of respective qualification relative to the application,
908 for his review, in which event owner agrees to pay a reasonable fee. Such
909 fee shall be disclosed to and accepted by the Owner in advance in order to
910 proceed with the approval process.

911

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

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

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

950 **ARTICLE VII - COMMON AREAS AND PRIVATE ROADS**

951
952 **1. Common Areas** Certain areas within the ROSEDALE Subdivision may be set
953 aside by Declarant as "Common Areas" for the common use and enjoyment of
954 owners of property within the ROSEDALE Subdivision. Common Areas shall not
955 include any portion of the property that is devoted to the Golf Course, Clubhouse
956 and related golfing uses currently owned by Rosedale Golf Holdings Inc. Common
957 areas may include (by way of illustration only) private roads, lakes, ponds, bicycle
958 and other paths, walkways, open areas, and easements for such uses. The Master
959 Association shall be obligated to accept title as conveyed and easements as granted
960 and created by Declarant and thereafter to properly maintain the Common Areas
961 and pay all taxes assessed thereon.

962
963 **2. Private Roads.** The roadways in the Subdivision, as shown on the Plat, are
964 hereby designated Private Roads for the common use and enjoyment of the
965 owners of Lots within the Subdivision and all owners, customers, guests, business
966 invitees and others using the Golf Course operated on property adjacent to the
967 Subdivision. Additional Tracts may be designated as Private Roads by subsequent
968 Plats and documents. All such Private Roads shall constitute part of the Common
969 Areas which are to be maintained, repaired and replaced by the Master Association.
970 The Master Association is authorized to adopt and enforce rules and regulations
971 pertaining to the Private Roads (such as designated speed limits, gatehouse
972 operation and security, etc.). The Master Association is authorized to install traffic
973 signs, speed tables, bumps, other traffic calming devices, and any and all other
974 items or devices reasonably necessary to enforce the rules and govern the operation
975 of vehicles on the Private Roads. Master Association is authorized to fine violators
976 and suspend, for a reasonable amount of time. the violator's use of the Common
977 Areas; however, the suspension of Common Area use rights shall not impair the
978 right of an owner or tenant to have vehicular and pedestrian ingress to and egress
979 from the Lot. Including, but not limited to, the right to park.

980
981 **3. Maintenance and Usage of Common Areas.** All Tracts conveyed to or for
982 which easements are granted the Master Association shall be maintained by said
983 Master Association, except for such portion thereof as to which the responsibility for
984 maintenance has been or hereafter is imposed on any other person or entity by

985 virtue of this Master Declaration or other recorded instrument. Usage of the Tracts
986 shall be subject to such restrictions, rules, and regulations as may be adopted by
987 Declarant or the Master Association. Lot owners and their guests shall not use the
988 lakes located on the Common Areas for boating or swimming. As to sidewalks in the
989 Rosedale Master Association, the Association shall be responsible for maintaining
990 and repairing sidewalks which were originally installed by the developer. This
991 responsibility does not include an assumption of liability for incidental, negligent, or
992 intentional damage caused by Lot Owners, their guests or invitees, which such Lot
993 Owner shall be personally liable for regardless of the Master Association's
994 assumption of maintenance obligations set forth herein.
995

996 **ARTICLE VIII - ASSESSMENTS BY ROSEDALE MASTER HOMEOWNERS ASSOCIATION**
997

998 **1. Annual Assessments.** The Master Association shall have the right to levy an annual
999 assessment against all Lots or Units in Rosedale in such amounts as may be deemed
1000 appropriate by said Master Association's Board of Directors for the management and
1001 operation of the Master Association and for the general purposes and objectives of the
1002 Master Association as set forth herein and in its Articles of Incorporation and Bylaws.

1003 **2. Special Assessments.** The Master Association's Board of Directors shall also have
1004 the right to levy special assessments from time to time against all Lots or Units in
1005 ROSEDALE as the Board determines necessary.

1006 **3. Assessments Levied Pro Rata.** Except as otherwise provided herein for certain
1007 special assessments, all assessments levied by the Master Association, whether annual
1008 or special, shall be on the basis of one share per Lot or Unit so that each owner of a Lot
1009 or Unit shall bear an equal pro rata share of the expenses of the Master Association.

1010 **4. Assessments Against New Lots or Units.** In the event any Lot or Unit becomes
1011 subject to the terms of this Master Declaration subsequent to January 1 of any year, the
1012 first annual assessment shall be prorated for the remainder of the then current fiscal
1013 year. With respect to any special assessments, only those Lots or Units that are subject
1014 to the terms of this Master Declaration as of the date on which the Board of Directors of
1015 said Master Association levies the special assessment shall be liable for such special
1016 assessment, and such special assessment shall not be charged to or be a lien against
1017 any Lot or Unit made subject to this Declaration thereafter.

1018 **5. Payment of Assessments.** Procedures for the adoption of an annual budget, mailing
1019 of notices of the annual assessment, and collection of such annual assessment shall be
1020 as set forth in the Master Association's Articles of Incorporation and Bylaws. Payment of
1021 any special assessment levied by the association's Board of Directors shall be due upon
1022 not less than thirty (30) days written notice thereof on the date and in such installments
1023 as the Board of Directors may specify. Any assessment, whether annual or special,
1024 which is not paid when due shall be subject to a late charge of the greater of Twenty-
1025 five Dollars (\$25) or five percent (5%) of the amount of each assessment installment
1026 that is paid past the due date ten percent (10%) and shall bear interest from the due

1027 date until paid at the maximum rate for individuals permitted by law. Any payment
1028 received by the Master Association and accepted shall be applied first to any interest
1029 accrued, then to any administrative late fee, then to any costs and reasonable attorney's
1030 fees incurred in collection, and then to the delinquent assessment. This paragraph
1031 applies notwithstanding any restrictive endorsement, designation, or instruction placed
1032 on or accompanying a payment.

1033 **6. Personal Obligation of Property Owner.** Regardless of how an owner obtains title
1034 to a Lot, including without limitation purchase at a foreclosure sale or by deed in lieu of
1035 foreclosure, every assessment shall be the personal obligation of the owner or owners
1036 of the Lot or Unit against which the assessment is levied, ownership being determined
1037 as of the date of such levy. The owner's liability for assessments may not be avoided by
1038 waiver or suspension of the use or enjoyment of any Common Area or by abandonment
1039 of the Lot upon which the assessments are made. A lot owner is also jointly and
1040 severally liable with the previous lot owner for all unpaid assessments that came due up
1041 to the time of transfer of title. This liability is without prejudice to any right the present lot
1042 owner may have to recover any amounts paid by the present owner from the previous
1043 owner. If any such assessment is not paid within thirty (30) days after the same is due,
1044 then the Master Association may bring suit against the owner on his personal obligation
1045 and there shall be added to the amount of such assessment the aforementioned late
1046 charge and interest and all costs incurred by the Master Association, including
1047 reasonable attorney's, fees, incurred incident thereto (including those incurred for
1048 appellate proceedings), in preparation for and in bringing such action.

1049 **7. Lien Rights of the Master Association.** In order to provide an additional means to
1050 enforce the collection of any annual mowing fee or other expense (including
1051 maintenance and repair expenses) charged to the owner of any Lot or Unit, or any
1052 annual or special assessment, the Master Association shall have a lien against each Lot
1053 or Unit in the Subdivision, together with all improvements thereon, as follows:

1054 (a) The lien of every such fee, expense and assessment {including without
1055 limitation the attorney's fees incurred by the Master Association fulfilling its duties
1056 under Sections 5.25 and 5.26 hereof), together with interest and late charges
1057 thereon. attorney's fees and cost of collection thereof as herein provided, shall
1058 attach and become a charge on each Lot or Unit, and all improvements thereon,
1059 upon the adoption of any assessment or imposition of any fee or expense as
1060 provided herein.

1061 (b) In the event any such fee, expense or assessment is not paid within thirty (30)
1062 days after the same is due, the Master Association shall have the right to file a
1063 Claim of Lien in the Public Records of Manatee County, Florida. Said lien may be
1064 enforced by said Master Association by foreclosure suit in the same manner as a
1065 mortgage or construction lien foreclosure or in such other manner as may be
1066 permitted by law. In the event said Master Association files a Claim or Lien
1067 against any Lot or Unit, it shall be entitled to recover from the owner of such Lot or
1068 Unit the aforesaid interest, and late charge and all, costs, including reasonable
1069 attorney's fees (including attorney's fees for appellate proceedings), incurred

1070 incident thereto in preparing, filing, and/or foreclosing the Claim of Lien, and all
1071 such costs, late charges, interest and fees shall be secured by said lien.

1072 (c) Except as otherwise set forth in this Master Declaration, the Master
1073 Association's claim of lien is effective from and shall relate back to the date on
1074 which the original Master Declaration was recorded. However, as to first
1075 mortgages of record, the lien is effective from and after recording a claim of lien in
1076 the Public Records of Manatee County, Florida. The claim of lien shall secure all
1077 unpaid assessments that are due and that may accrue subsequent to the
1078 recording of the claim of lien and before entry of a certificate of title, as well as
1079 interest, late charges and reasonable costs and attorney's fees incurred by the
1080 Association incident to the collection process. A Lot Owner, regardless of how his
1081 or her title to property has been acquired, including by purchase at a foreclosure
1082 sale or by deed in lieu of foreclosure, is liable for all assessments that come due
1083 while he or she is the Lot Owner. A Lot Owner is jointly and severally liable with
1084 the previous owner for all unpaid assessments that came due up to the time of
1085 transfer of title. This liability is without prejudice to any right the present owner
1086 may have to recover any amounts paid by the present owner from the previous
1087 Owner.

1088 Except as otherwise provided by the Homeowners Association Act as amended from
1089 time to time (Chapter 720, Florida Statutes), the liability of a first mortgagee. its
1090 successor or assignee as a subsequent holder of the first mortgage who acquires title to
1091 a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that
1092 became due before the first mortgagee's acquisition of title, shall be the lesser of: (a)
1093 the Lot's unpaid common expenses and regular periodic or special assessments that
1094 accrued or came due during the twelve (12) months immediately preceding the
1095 acquisition of title and for which payment in full has not been received by the master
1096 Association; or (b) one percent (1) of the original mortgage debt. The limitations on first
1097 mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit
1098 against the Lot Owner and initially joined the Master Association as a defendant in the
1099 mortgagee foreclosure action. Joinder of the Master Association is not required if, on
1100 the date the complaint is filed, the Master Association was dissolved or did not maintain
1101 an office or agent for service of process at a location that known to or reasonably
1102 discoverable by the first mortgagee. This Article VIII. Section 7(c) shall not apply to any
1103 mortgage company that held a bona fide mortgage against a Lot prior to the date
1104 Section 720.3085, Florida Statutes (July 1, 2007) became legally effective.

1105 **8. Suspension of Voting Rights.** The Master Association may summarily suspend the
1106 voting rights of any owner for the nonpayment of regular annual assessments that are
1107 delinquent in excess of ninety (90) days.

1108 **9. Reserves.** The Master Association's Board of Directors may create and fund
1109 reserves as it determines appropriate and in accordance with Florida law. All reserves
1110 shall be based on the pooled method of funding.

1111 **ARTICLE IX - EASEMENTS AND ENVIRONMENTAL PROVISIONS**

1112

1113 **1. Utilities and Drainage.** Perpetual easements for the installation and maintenance of
1114 utilities and drainage facilities are hereby reserved unto Declarant over all utility and
1115 drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10)
1116 feet in width over and under each Lot in the Subdivision for the installation and
1117 maintenance of utilities, street lights, and drainage facilities is hereby reserved unto
1118 Declarant along such portion of each Lot line as abuts any street.

1119 Declarant reserves the right to grant to any private or public utility, an easement to erect
1120 and lay, or cause to be erected, layed, maintained, removed or repaired in all private
1121 roads or Common Areas of the Subdivision, for electricity, telephone, water, television
1122 antenna, gas and other utility services, catch basins, surface drains and other such
1123 customary or usable utility service as may from time to time in the opinion of the

1124 Declarant or any utility company or governmental body be deemed necessary or
1125 advisable. Any claim on account of temporary or other inconveniences caused thereby
1126 against the Declarant or any utility company or governmental body, or any of its agents
1127 or servants, is hereby waived by the owner. The easement area of each Lot and all
1128 improvements located within it shall be maintained continuously by the owner of the Lot,
1129 except for those improvements for which the Master Association, public authority or
1130 utility company is responsible. No drainage easement, Swale, canal, lake, or pond may
1131 be obstructed, filled in or altered without Declarant's written approval. Any walls, fences,
1132 paving, landscaping or other improvements constructed, placed or planted by a Lot
1133 owner over the easement area of his Lot may be removed by Declarant or its assigns if
1134 required for the installation or maintenance of improvements or facilities related to the
1135 purpose for which the easement was reserved; provided, however, that

1136 Declarant or its assigns shall promptly restore any dislodged grass, soil, or paving as
1137 nearly as practicable to its prior condition.

1138 **2. Drainage Areas.** For the purposes of this Master Declaration "Drainage Areas"
1139 means those portions of the Common Areas designated as surface water management
1140 areas, drainage areas, basins, drainage easements, water management tracks, canals
1141 or canal easements (collectively "Drainage Areas") which are reflected on the
1142 development plan filed with Manatee County, Florida, or are reflected on the Plat, and
1143 any amendments thereto, or are described in this Master Declaration, or otherwise
1144 designated by Declarant as "Drainage Areas," and which shall be kept and maintained
1145 by the Master Association for irrigation, drainage, storm water retention and detention or
1146 beautification and for the installation, maintenance, construction or repair of utility
1147 facilities in a manner consistent with the original design thereof by Declarant, and in
1148 accordance with the requirements of all applicable governmental authorities. The
1149 Drainage Areas are an integral part of a master drainage system which system is for the
1150 benefit of the Subdivision and the Golf Club located adjacent to the Subdivision. Except
1151 as otherwise provided in the Master Declaration, the Master Association shall maintain
1152 the Drainage Areas and master drainage system in a manner consistent with the
1153 original design thereof by Declarant, and in accordance with the requirements of all
1154 applicable governmental authorities.

1155 **3. Wetlands, Lakes and Ponds.** Wetlands, lakes and ponds means those Common
1156 Areas so designated on the development plans submitted to Manatee County, this

1157 Master Declaration, the Plat, any addendum thereto, or otherwise designated by
1158 Declarant and which are areas subjected to permanent or prolonged periods of
1159 inundation or saturation, or which exhibit vegetative communities or soil types
1160 characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall
1161 be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds
1162 shall be kept and maintained by the Master Association together with any conservation
1163 setbacks designated on the plat in an ecologically sound condition for water retention,
1164 irrigation, drainage and water management purposes in compliance with all
1165 governmental requirements. Graded lakes shall be maintained with a productive littoral
1166 zone in compliance with governmental requirements.

1167 **4. Conservation Easements.** Unless permitted by the *Manatee County Land*
1168 *Development Code*, the following act and activities are expressly prohibited within the
1169 boundaries of the Conservation Easement without the prior consent of Manatee County.

- 1170 • Construction or placing of buildings, roads, signs, billboards or other
1171 advertising, or other structures on or above the ground.
- 1172 • Construction or placing of utilities on, below or above the ground without
1173 appropriate local, state and federal permits or other authorization.
- 1174 • Dumping or placing of soil or other substances or material as landfill or dumping
1175 or placing trash, waste, unsightly or offensive materials.
- 1176 • Removal, mowing or trimming of trees, shrubs or other vegetation.
- 1177 • Application of herbicides, pesticides or fertilizers.
- 1178 • Excavation, dredging or removal of loam, peat, gravel, soil, rock or other
1179 material substances in such manner as to affect the surface.
- 1180 • Surface use except for purposes that permit the land or water areas to remain
1181 in its natural condition.
- 1182 • Any activity detrimental to drainage, flood control, water conservation, erosion
1183 control, soil conservation or fish and wildlife habitat preservation.
- 1184 • Acts or uses detrimental to such retention of land or water areas.

1185 **ARTICLE X - GOLF COURSE AND GOLF CLUB**
1186

1187 **5. Golf Balls.** An easement over the lawn and yard area of each Lot is hereby granted
1188 to all members, guests and invitees playing golf ("Golfers") on any Parcel in the
1189 Subdivision for the sole purpose of retrieving errant golf balls. Entry upon the Lot shall
1190 be solely on foot and not by golf cart. This easement shall not permit entry into any
1191 residence, garage or enclosed patio or pool area. This easement shall not exempt any
1192 Golfer from responsibility for damage caused by an errant golf ball nor damage caused
1193 in the retrieval of same.

1194 **ARTICLE XI - COMPLIANCE WITH MANATEE COUNTY - LAND DEVELOPMENT CODE**
1195

1196 **3. Lands.** No lands in the Common Areas shall be denuded, defaced or otherwise
1197 disturbed in any manner at any time, except for maintenance or repair, without the prior
1198 written approval of the Manatee County Planning and Development Director.

1199 **ARTICLE XII - GENERAL PROVISIONS**
1200

1201 **1. Duration and Benefit.** The covenants and restrictions of this Master Association
1202 shall run with the title to each of the Lots in the Subdivision and the Golf Club and shall
1203 inure to the benefit of and be enforceable in accordance with its terms by Declarant, the
1204 Master Association, or the owner of any of such Lots, the owner of the Golf Club, and
1205 their respective legal representatives, heirs, successors and assigns, for a term of fifty
1206 (SO) years from the date hereof, after which time the provisions of this Master
1207 Declaration shall automatically be extended for successive periods of ten (10) year each
1208 unless prior to the commencement of any such ten (10) year period, (a) members of
1209 the Master Association holding at least eight percent (80%) of the voting rights approve
1210 the termination of the provisions of this Master Declaration, and (b) a written instrument
1211 certifying that such approval has been obtained, is signed by the president and
1212 secretary of said association and recorded in the Public Records of Manatee County.

1213 **2. Remedies for Violation.** The violation or breach of any condition, covenant or
1214 restriction herein contained shall give Declarant, the Master Association or any Lot
1215 owner, in addition to all other remedies provided herein or by law, the right to proceed at
1216 law or in equity to compel compliance with the terms of such condition, covenant or
1217 restriction and to prevent the violation or breach of any of them, and the costs of such
1218 proceedings shall be borne by the Lot owner alleged to be in violation if such
1219 proceedings result in a finding that such owner was in violation of the terms of this
1220 Master Declaration. Such costs shall include reasonable attorney's fees, including
1221 attorney's fees for appellate proceedings, incurred by Declarant or the Master
1222 Association but not attorney's fees incurred by any Lot owner in bringing an action
1223 against another Lot Owner. Failure by Declarant, the Master Association, or any Lot
1224 Owner to enforce any of said covenants or restrictions upon breach thereof, however
1225 long continued, shall in no event be deemed a waiver of the right to do so thereafter
1226 with respect to such breach or with respect to any other breach occurring prior or
1227 subsequent thereto. Declarant shall not in any way be held liable or held responsible for
1228 any violation of this Master Declaration by any persons or party and Declarant shall not
1229 in any way be held liable or responsible for the enforcement of the covenants and
1230 restrictions contained herein. None of the foregoing restrictions and covenants set forth
1231 in Article V m shall apply to the Declarant during the period of construction of the
1232 improvements on the Lots. In addition to all other remedies provided to the Master
1233 Association, it shall also be authorized to levy a fine against a violator, as more fully
1234 provided in the Bylaws. The Master Association may also suspend, for a reasonable
1235 period of time, the rights of a member or a member's tenants, guests or invitees, or
1236 both, to use the common areas and facilities, including without limitation the right to
1237 suspend a person's gate access card and the Lot's cable television.

1238

1239
