

**PROPOSED  
AMENDMENT TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ROSEDALE, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION**

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

**ARTICLE V  
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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

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

(b) An Owner intending to lease his Lot must give to the Board of Directors (or its designee) the completed board approved application package. This application package consists of a Resident Registration Form, Background Authorization Form, the applicant's driver's license, social security information, or other state recognized form of identification, application fee and a background investigation. ~~completed within thirty (30) days of the prior to the proposed starting date of the lease.~~ The completed background investigation must be dated as fulfilled, within sixty (60) days of the start date of the lease. The documentation, fees and any deposit necessitated by this paragraph shall be submitted to the management office at least ten (10) days prior to taking occupancy. In the event the Owner is unable or unwilling to perform the background check required in the application package, the management company shall provide such service as a cost to be paid for by the Owner prior to the beginning of the ten (10) day approval period. Incomplete application packages shall restart the ten (10) day approval period. In order to afford adequate time for processing of an application for tenancy, Owners are encouraged to submit applications for tenancy thirty (30) days prior to the proposed start date of the lease. The Association strives to address fully completed applications within thirty (30) days of receipt but is otherwise not obligated to do so in the event of unforeseen circumstances, including but not limited to, background checks which are not limited to the United States. The Association is unable to review incomplete applications it may receive.

Failure to provide notice of a leasehold shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. The Board may prescribe changes

and additions to the form application as well as require an application fee at the rate of \$150.00 per adult applicant other than a husband and wife or parent and dependent child or the maximum amount allowed by Florida Statutes, as amended from time to time, whichever is greater. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy is permitted without further application and approval. The Association's representative(s), may, in their discretion, conduct the interview on the telephone. It shall be owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations and other disclosures required by Florida Statutes. The Association may also require the Owner seeking to lease the Lot to place a security deposit with the Association, in the amount of one (1) month's rent as set forth on the face of the lease. Such security deposit may be used by the Association to repair any damage to the Common Area, or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants. The Association may deny the Owner permission to lease any Lot on grounds the Association may determine as further detailed in this section.

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