

# Recap of the Rosedale Master Homeowner's Association Special Town Hall Meeting

January 8, 2024 – via Zoom

This is a recap of the December Rosedale Master Homeowner's Association Special Board / Town Hall meeting held Monday, January 8, 2024 via Zoom. It is not the official minutes of the meeting, but rather a recap to provide additional information of the discussions during the meeting to better inform Rosedale residents.

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With a quorum present, the meeting was called to order by President Peter Ingraffia at 6:03 PM. Notice was posted in accordance with Florida State Statute 720. Including board members and Resource Property Management, 43 people were in attendance.

**Directors Present:** President – Peter Ingraffia, Vice-President Sigrid Seymour, Secretary – Chuck Allen, Treasurer – Bob Eisenbeis, Directors Ed Mazer, Rich Toscano and Brian Fischer.

Peter introduced several guest speakers for this meeting. Robert Todd, the association's attorney, was present, as well as three members of the Community Standards Committee – Ruth Plant, TJ Hicks, and Scott Boyd, who would be presenting the CC&R changes later in the meeting.

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## New Business

Peter then handed the discussion over to Brian Fischer to discuss the upcoming renewal of Rosedale's property insurance. Policy needs renewed / approved by Friday, January 12, 2024. Brian explained that the property had been recently appraised by Townsend Appraisals in September 2023, as last appraisal was done in 2016 and buildings were not properly valued in the current policy. With the new appraisal, replacement values were properly noted for the gate houses, gates, fences, pillars, walls, and other community property.

Committee sought bids from 5 carriers: three carriers declined to bid; one required a package to include GL coverage at a price of \$51,000. These four carriers were not considered. The fifth proposal came from McGriff at \$4,673. This will cover both 70<sup>th</sup> and 44<sup>th</sup> Ave gatehouses, both 70<sup>th</sup> and 44<sup>th</sup> Ave monuments, the Malachite gate, gates at the 70<sup>th</sup> and 44<sup>th</sup> Ave entrances, and the security camera at Malachite.

Last year's policy cost was \$5,785; however, this was insuring our property at the 2016 appraised values, as well as insuring perimeter walls and other outlying structures.

Additional coverage could cover other Rosedale properties – i.e., the area walls, pillars, fences, mailbox kiosks and equipment. Committee felt the risk of damage to the perimeter walls or other structures was low, and if damages occurred, would probably not exceed the policy deductible.

Consideration was given to the likelihood of damages verses the deductibles for each event, should it occur. Policy has a 10% deductible for storm and sinkhole damages, and a \$5,000 deductible for all other peril (AOP) on a per-event basis. Weighing these factors, committee offered up three additional add-on recommendations:

1. Terrorism Risk Insurance Act (TRIA): This is offered through the federal government as an add-on coverage to our policy. Cost would be \$65. Discussion centered around our proximity to major throughways and the cost being 5 cents per person. It seemed prudent to have this coverage for our area. Peter moved to add this coverage; Rich seconded. All in favor; motion carried.
2. Mailbox kiosks: There are 10 mailbox kiosks in Rosedale, with 9 units in the Links and 1 in Westbury Lakes of the Legacy section. Cost of these units are about \$2,000 per section, and most stations have 3-4 sections. Should a kiosk be damaged, cost to replace could run \$8-10,000 each, with total appraised value of the kiosks at \$89,000. Cost to add coverage for these kiosks would be \$650. Discussion centered around the number of vendors who stage around the Malachite area, as this unit seemed to be the most at-risk location. However, it was noted that any other station could easily be hit by a vehicle or delivery truck and be damaged as well. Even with the deductible, one incident would more than cover the cost of the insurance. Board members all agreed it was prudent to cover the kiosks. Peter moved to add this coverage; Brian seconded. All in favor; motion carried.
3. The 70<sup>th</sup> St. and 44<sup>th</sup> Ave entrance fences and pillars: Appraised value of these areas was approximately \$170,000. Cost to ensure these areas would be \$1,152. Discussion centered around these having high traffic in a concentrated area and therefore more at-risk of potential damages. Peter moved to accept the proposed additional coverage. Chuck seconded. All in favor; motion carried.

With all additional coverages, total cost of the property insurance will be \$6,540 vs. \$5,078 last year. This will now have all our structures covered at current appraised values, as well as insuring the most important areas. This increase was anticipated when preparing the 2024 insurance budget, has been planned for, and is within budget.

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## **Legal Explanation of the Procedures for Amending CC&Rs**

Peter then turned the meeting over to Robert Todd to review Florida Statutes, Association Authority, and changes to the CC&R's.

Robert stated the Association is governed by Florida Statute Section 720.306 in relation to amendment procedures and protocols, but for the most part, they defer to the Association's Declaration of Covenants, Conditions and Restrictions (CC&R'S) as filed at official Records Book 2587, Page 7689 of the public records of Manatee County.

Statutory Authority:

720.306(1)(a) establishes a maximum quorum percentage of 30% of the voting interests, unless a lower number is provided in the By-Laws.

720.306(1)(b) establishes the authority of the Association to undertake amendments to the governing documents with deference to the language provided in the governing documents as to how amendments are to be performed. Without language in the governing docs, 2/3s of the total voting interests of the Association is the required percentage.

Declaration Authority:

The Master Declaration of CCRs as recorded establish the initial authority for the percentage of requirements for an amendment to the same. Article XII paragraph 6 explicitly states "This Master Declaration may be amended at any time and from time to time upon approval of members of the Master Association holding at least two thirds (2/3) of the voting rights present (in person or by proxy) and voting at a membership meeting.

As of 2015, the declaration has required that an amendment be approved by 2/3s of those present where a quorum of 30% was obtained in order to pass an amendment.

Article 2.3 of the by-laws states a quorum shall exist when the members representing at least 30% of all votes are present, either in person or by proxy.

Therefore, any amendment to the Declaration subsequent to 2015 would be considered approved in the manner described in the governing documents, if, approved by 2/3s of the members present at a meeting where quorum was obtained, a minimum of 30% of the total membership.

Robert went on to explain that the Bylaws may be amended by the Board of Directors of the Master Association at any regular or special meeting called for that purpose by an affirmative vote of an absolute majority of all votes to be cast.

At the annual membership meeting in 2022, a number of amendments were passed and certified, and others were passed and certified in the 2023 annual membership meeting. Both were compliant with the pre-existing provisions of the 2015 terms of amendment, as a result of this criteria being met.

Should any individual claim amendments post 2015 were not performed with the approval of 2/3s of the votes of the total membership, they would be correct. Unfortunately for them however, such a 2/3s percentage vote of the total membership is not required any longer with the amendment change.

With no additional comments or questions, Peter thanked Robert for his explanation and time.

Peter then turned the meeting over to Ed and the Community Standards Committee members present – Ruth Plant, TJ Hicks, and Scott Boyd.

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## **Presentation of the Community Standards Committee of Proposed CC&R Amendments**

Ed Mazer provided some background behind the work the committee was performing and some ground rules for the discussion.

1. History: In past years, the Board published the proposed changes with limited input from the community, little time to read, and little opportunity for residents to offer opposing view and discuss. Prior amendments were often jammed together as all-or-nothing option, and little opportunity to judge each idea on its own merits. This year, the board and the committee are committed to do a better job.
2. Commitment to this process improvement – procedures that were taken:
  - Conducted survey to get input from the community as to what they wanted
  - Published proposals early to allow residents time to read and consider
  - Provided venue for folks to offer opinions and opposing views on Website
  - Held this Town Hall to explain changes and allow open discussion
  - If there is interest, board will consider another town hall in February
3. The ideas for proposed changes were taken from the results of the June survey of the community.
4. Why are we making changes to the CC&Rs?
  - Simplify CC&Rs, make them easier to read, make them less complicated.
  - Eliminate unnecessary rules and eliminate over-reach. We are not adding rules. We are getting rid of some.
5. What we hope to accomplish
  - Promote open discussion in the community of the merits of the changes
  - Help everyone to understand the changes to make an informed decision

- We hope you will take the information that you learn tonight and discuss it with friends and neighbors to encourage everyone in the community to be well informed when it comes time to vote.

6. The Board wants each resident to consider each amendment on its merits rather than recommending that you vote for the amendments; that is, to vote for or against each amendment based on what you think best.

7. Not everyone of the committee agreed on every change. What we all agreed on is that any changes deciding whether to accept or reject the change should be up to the residents as a whole. We may offer our personal opinions during the discussion, but please understand that when it comes to our personal opinions, we each represent only 1/1100<sup>th</sup> of the households in the community.

8. Scott, Ruth and T.J. will explain each proposed amendment – why it was recommended and what the implications are. After each amendment is introduced, we will open the discussion to the residents to ask questions or offer opinions. Please raise your hand to be called on to speak. Speakers will be limited to 3 minutes. We have a lot to go through and want to allow everyone a chance to speak, so please, please keep your comments brief.

**Special note:** following the town hall, committee took resident's comments and made changes to proposals 6, 9 and 12. These are noted as such in the proposal comments. Those changes have been updated on the Rosedale HOA website.

*Key to Amendments:* Underlined words are to be added and ~~strikeout words~~ are to be deleted.

## **Proposed Changes to the CC&R's:**

### **1. Signs in Rosedale – Article V, 17, paragraph e – Ruth Plant presented**

***Rationale:***

Currently no signs are allowed in Rosedale. According to one real estate agent, newspaper and web advertising are the only effective tool to draw potential buyers to an open house. A sign in front of the house is only to help a buyer identify the where the open house is. It seems reasonable to allow a real estate agent or an individual selling his house to place an open house sign in the front yard during the hours of the open house.

***Recommended change:***

A real estate agent or an individual selling his house may place one (1) open house sign in the front yard during the hours of the open house. The sign may not exceed 18x24" and must be taken down at the end of the open house. The sign must be professionally

printed or commercially available. A resident may display one (1) invisible fence sign no larger than 7x12” and one (1) Bad Dog sign when appropriate to comply with Florida Statute 767.04.

Comments from residents:

Bill Moran didn't think proposal was broken apart enough. For example, if one agreed with the invisible fence sign and bad dog sign, but not the open house sign, they'd have to vote yes or no for all of them. He also asked if there would be certain hours for open house signs, say only on Sundays, or only during x hours. He asked if someone could have an open house sign up then every day. He suggested tightening up the language.

**2. Tree Removal and Trimming – Article V, 12, paragraph d – Ruth Plant presented**

The Committee recommends that the three paragraphs in Article V, Section 12d governing the removal of trees be eliminated because they are confusing and unnecessary. The issue of replacing trees is addressed in the Florida Statutes and Manatee County regulations and in Article V, 12, paragraph c. Therefore, this entire section would be eliminated.

Comments from residents:

Susan Hetzler stated the state law had changed for tree replacement and asked if our complied with those changes. Peter stated that they did, and that the county no longer required permission to replace trees; however, our Rosedale documents still say one needs ARC approval to remove a tree and it must be replaced if a tree is taken out.

**3. Mowing Fee – Article VIII, Section 7 – Ruth Plant presented**

Rationale:

In this section, the mowing fee no longer is applicable and can be removed. This inclusion made sense when there were many vacant lots remaining within Rosedale. Now that the development is completed, this no longer applies.

Recommended change:

In order to provide an additional means to enforce the collection of any ~~annual mowing fee or other~~ expense (including maintenance and repair expenses)

**4. Animal Registration – Article V, Section 18, paragraph b – TJ Hicks presented**

Rationale:

The registration of animals should be eliminated because it is unnecessary and an over-reach. Currently dogs are required to be licensed with the county, so this this measure is duplicative and unnecessary. Therefore, this entire section is recommended to be deleted.

## **5. Garbage bags & Containers – Article V, Section 6 – TJ Hicks presented**

### Rationale:

Recommendation is to provide more flexibility to residents. Also, current wording has Association designating a uniform garbage receptacle, which we do not and do not have through our waste hauler.

### Recommended change:

~~The Declarant or the Association shall designate a uniform garbage receptacle to be used by all Owners. Each Owner shall be required to obtain, at the Owner's expense, garbage receptacles of the type designated.~~ Garbage and trash should be put out on the edge of the street for collection in covered containers or in sealed plastic bags, provided the bags are not put out till the day of scheduled pickup. If garbage, recycle material or other waste is outside of proper containers for any reason, the owner shall immediately clean up and dispose of all debris. All refuse containers must be returned to the interior or shielded area of the home by midnight of the date of collection.

### Comments from residents:

Marie Tinsley didn't think this was a good change, as she felt not placing garbage in cans was unsightly and potentially messy from animals getting into the exposed bags. She stated she works with her neighbors to bring her cans in from the street when she is gone and felt others could do the same.

## **6. Vehicle Parking – Article V, Section 15, paragraph a – TJ Hicks presented**

### Rationale:

This change relieves the homeowner of direct responsibility for guest parking by deleting this paragraph.

### Recommended change:

~~Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations and to be responsible for guests and tenants who violate such restrictions, and to indemnify the Association for any damage to or towing caused by the guests parking of vehicles within the Subdivision.~~

### Comments from residents:

Bill Moran stated heading states parking, so why is speeding included in the verbiage. He felt "speeding" should be taken out. He also asked if cars parking on the grass

should be covered and addressed. He also asked how advising guests could be enforceable. He felt the CC&R's should be enforceable actions.

Dave Kuchinski agreed and said the "speeding should be removed, but also wondered if the entire section should be removed.

Committee will relook at this recommendation prior to it being sent to the residents to vote on.

**NOTE:** following the town hall meeting, committee agreed that the entire paragraph should be deleted. Resident comments above are as were made in the meeting; however, the rationale and recommended change as noted above reflects the new proposal from the committee. This has been updated from what was presented at the town hall and the website reflects this update as well.

## **7. Vehicles in Driveway – Article V, Section 15, paragraph b – TJ Hicks presenting**

### Rationale:

Adds windshields to list of things that may be repaired on sited and adds motorcycles and motor homes to the list of items that may not be repaired in driveways.

### Recommended change:

No repairing of automobiles, trailers, boats, campers, motorcycles, motor homes or golf carts, ~~or any other property of owner~~ will be permitted outside the confines of the owner's garage. The sole exception being replacement of a flat tire, windshields, windshield wipers and batteries.

## **8. Cars with leaks – Article V, Section 15, paragraph d – presented by Scott Boyd**

### Rationale:

This is already covered by article V, Section 15 e and is unnecessary. Recommendation is to delete entire section.

## **9. Cars that create a nuisance – Article V, Section 15, paragraph e – presented by Scott Boyd**

### Rationale:

This change reduces the scope of what would be considered a nuisance.

### Recommended change:

No Vehicle on the Association property shall create a nuisance or a noxious condition ~~on the Association property, by constituting a nuisance~~ due to its noise level, disrepair,



or exhaust levels. ~~Such determinations may be made, but are not solely conditioned upon, body damage, visible garbage, refuse, papers, and work materials in or otherwise associated with the vehicle.~~

*Comments from residents:*

Bill Moran asked if noxious was the proper verbiage to be used – he thought there could be a better word choice.

Marie Tinsley commented that if noxious takes in all things such as brake fluid, transmission oil or engine oil, and gas spills as well, then she was fine with the verbiage.

Marc Ouellette thought the two were separate issues and section 15-d shouldn't be eliminated. He also thought gas leaks should be called out, as he felt gas was more noxious than the others.

Committee will look at wordsmithing this prior to it being sent to the residents to vote on.

**NOTE:** following the town hall meeting, committee agreed that wording needed to be changed. Resident comments above are as were made in the meeting; however, the recommended change as noted above reflects the new proposal from the committee. This has been updated from what was presented at the town hall and the website reflects this update as well.

**10. Parking registration – Article V, Section 15, paragraph e** – presented by Ruth Plant

*Rationale:*

This change eliminates unnecessary controls and over-reach. It deletes the last sentence of the paragraph.

*Recommended change:*

~~The Board of Directors for the Association may institute guest and owner parking registration, including but not limited to, parking passes, in the future, without further amendment to this Declaration, by adoption of reasonable rules and regulations to that effect,~~

**11. De Facto Tenancy – Article 5, Section 16, paragraph e** – presented by Scott Boyd

*Rationale:*

Defines de facto tenancy as less restrictive by including more extended family and significant others.

*Recommended change:*

(e.) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Lot for a period of 20 days within any 30-day period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists. ~~In addition to being present on the Association property, the use of the Lot address for governmental identification, employment purposes, financial purposes, or similar address records shall initiate the tenancy time frame detailed in this sub-paragraph (v).~~ ~~Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Lot by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant, provided the Owner remains in occupancy of the Lot or unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Lot by blood, marriage, or legal adoption shall still adhere to the provisions of this article regarding interview by the Board of Directors and submission to a background check and be subject to disapproval as set forth in this Article 29.~~ Non-Owner individuals who reside at a residency, where this is going to be their legal residency, under this provision, and where a lease is not required, are as follows: individuals that are related to the record Owner of the Lot by: first, second and third degree consanguinity (1st degree: Spouse, Children and Parents; 2nd degree: Brothers, Sisters, Half-Brothers, Half-Sisters, Grandchildren and Grandparents; 3rd degree: Uncles, Aunts, Nephews, Nieces, Great-Grandparents and Great-Grandchildren), marriage, partnership, and/or legal adoption, shall be considered as additional residents, and entitled to any such privileges afforded the legal Owner. The record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, for the conditions

*Comments from residents:*

Bill Moran commented that there were several homes within Rosedale that were used as parish homes for local churches and wanted to be sure this change in language also covered such usage. He also asked about a situation where a homeowner needed a live-in caregiver and if this would also be covered. Response was if the address of the home was the mailing address for the person's mail, then it would be covered as long as they were living there.

**12. No-Mow Zones (3 places to make changes) – presented by Scott Boyd**

*Rationale:*

This change replaces No-Mow-Zone with the new less restrictive concept of Slow-Mow-Zone and makes it optional at the discretion of the Board. The Board has no plan or intention to establish any Slow-Mow zones at this time, but would prefer to reserve this tool in case pond edge erosion becomes a problem in the future at any particular pond.

Recommended change:

**Article I, Section 15 - Definitions**

15. ~~"No-Mow-Zone" is the designated area of comprising a four (4) to six (6) foot buffer of shoreline identifiable by vegetation growth which reaches a maximum height of no more than 18 inches, and is limited to shoreline areas of bodies of water within the Association. "Slow Mow Zone" means the 3-to-5-foot margin of the land owned by the Master Association along the shore line defined by the normal water line of the stormwater drainage ponds.~~

**Article V, Paragraph 22, b**

22. Maintenance of Lots and Land Adjacent to Lakes

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

To prevent erosion at the ponds edge and avoid future costly repairs, the Master Association, at its discretion and with the advice and input of the Stormwater Committee, the SWFWMD and other governing authorities, may but is not necessarily required to execute its authority to require the homeowner to allow the grass on the "Slow-Mow Zone" to grow to a height of no less than 6 inches.

Except as otherwise provided herein for the routine maintenance by the Lot Owner, should repair and/or replacement of the area located between a body of water and an Owner's adjacent Lot become necessary, the Master Association will be responsible for repairing and replacement, as needed. The Association may make repairs as recommended by the Storm Water Committee or that in the discretion of the BOD are deemed necessary to prevent further deterioration. All repair and replacement must meet the standards acceptable and/or required by SWFWMD and other governing authorities.

**Article V, Section 10 Landscaping**

All lawns and landscaping shall extend to the pavement line in front of any dwelling and to the ~~No-Mow-Line for those Lots~~ the normal water line adjacent to lakes.

*Comments from residents:*

Dave Kuchinski was concerned that the wording presented was different from what was previously sent out to review prior to the town hall meeting. Ed responded that changes had been made based on input received from residents. Dave's concern was he felt the strike-outs removed the responsibility of the Master to control invasive species in the common areas.

Sigrid Seymour asked who was responsible for maintenance – the homeowner or the Master Association.

Peter Ingraffia was concerned with the change if homeowners then would be responsible for the swales.

Bill Moran commented that there were no swales around the ponds, which is what this was covering. His concern was if the local HOA's now had responsibility for mowing and maintaining these areas, or homeowners if a non-HOA area.

Marie Tinsley stated that she lived on a pond and wanted to know exactly what she was responsible for. Brian Fischer responded that it would be normal maintenance – there would be no change to that responsibility. The intent of these change was to take out the language that previously had a 6–8-foot grass section around the ponds maintained at an 18-inch height level to minimize bank erosion. However, with the current strategy with the ponds of implementing littoral plantings within the ponds, this is no longer necessary. Marie than asked about the ongoing midge issue in the ponds and if this measure would have any future impact on getting rid of them. The answer was no, this would have no impact on the midge situation.

**NOTE:** following the town hall meeting, committee made some changes to the verbiage in this proposal. Resident comments above are as were made in the meeting; however, the recommended change as noted above reflects the new proposal from the committee. This has been updated from what was presented at the town hall and the website reflects this update as well.

### **13. Car Covers – Article V, Section 15, paragraph b – presented by Scott Boyd**

#### Rationale:

Eliminates the Board's option to define and allow approve car covers. The implication is that it shuts the door on allowing car covers in Rosedale.

#### Recommended change:

~~The board may adopt specifically detailed board approved car covers for vehicles which would otherwise be in violation of the section.~~

#### Comments from residents:

Ruth Plant encouraged residents to read the comments on the HOA website on this issue.

#### **14. ARC Discretion – Article VI, Section 3 – presented by Scott Boyd**

Rationale:

Limits the discretion of the ARC Committee and grants applicants additional rights.

Recommended change:

To the extent the Board has not so promulgated rules, the ARC may promulgate such rules; provided, however, that all such rules must be consistent with the Master Declaration and Bylaws. From time to time the Board, the ARC or both may promulgate Rules and Guidelines. All Rules and Guidelines developed by the ARC must first be approved by the Board.

**Add the following 2 paragraphs:**

1. In the event the Architectural Review Committee denies a request from an owner/member of the Association, the ARC must submit a written explanation of the reason for the denial to the owner/member referencing specific sections of the CC&R's where the application is deficient.
2. Within 30 days of an ARC denial, resident/member may appeal the ARC denial by requesting a hearing with the Rosedale Master HOA Board. The hearing will be conducted by three current members of the Board appointed by the President of the Board who will have the power to approve, reject or modify the findings of the ARC Committee.

#### **Bird Feeders**

Based on the responses we have received from our survey, there is enough strong sentiment against allowing bird feeders to conclude that an amendment to allow bird feeders could not pass. We are, therefore, withdrawing it.

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With all CC&R proposed changes reviewed and no further comments, Ed thanked the committee for their efforts and those who provided input and suggestions – both during this meeting and on-line. He encouraged those on the call to share the discussions with their neighbors.

While this recap attempts to capture most of the details of the proposed changes, please review them all on the Rosedale Homeowner's website for additional insights and information.

With no more resident comments and all agenda items covered, Peter moved to adjourn the meeting. Chuck seconded. All in favor; motion passed. Meeting adjourned at 8:15 PM.

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