

**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**

15. **Vehicles.** No vehicle shall be parked in the Subdivision except entirely on a paved driveway or inside a garage. No vehicle may be 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 parked as near to the pavement's edge as possible, but must not obstruct driveways, sidewalks, fire hydrants, mailboxes or be opposite another vehicle. No commercial vehicles or commercial trailers, other than those present on business, may be parked in the Subdivision unless inside a garage and concealed from public view. "Commercial vehicle" shall mean any vehicle with commercial lettering, advertisement, marking or otherwise evidently used for a commercial, trade, business or industrial purpose. The Master Association shall determine if a vehicle is deemed a commercial vehicle, which determination shall be binding unless wholly unreasonable. Boats, all types of trailers, campers, vans, motor homes, motorcycles, and recreational vehicles shall be permitted to be parked in the Subdivision only while loading and unloading, or while parked inside a garage and concealed from public view. Except for normal washing and waxing, no maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage. Any vehicle not in operating condition shall immediately be removed from the subdivision. ~~The Master Association is authorized to tow a vehicle parked in violation of this Section 5.15 in the manner provided in Section 715.07.~~

(a) 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 which violate such restrictions and to indemnify the Association for any damage to or towing caused by the guests parking of vehicles within the Subdivision.

(b) No repairing of automobiles, trailers, boats, campers, 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, wind shield wipers, and batteries. While visible within the subdivision and not

within a garage, no vehicle, either approved or unapproved pursuant to the terms of this Declaration, may be covered with a tarp, car cover, or other type of material or product designed to obscure the view of a vehicle and or protect the vehicle from the elements. The board may adopt specifically detailed board approved car covers for vehicles which would otherwise be in violation of the section. No vehicles which are inoperable, including those with expired registrations, may be parked or stored in driveways or common areas in the Association. No vehicle may be kept on blocks. No vehicles are permitted on the Association Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil or fluid leaks into the parking areas are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the Lot from which the offending motor vehicle originated

- (c) No vehicle shall display signage of any type, including but not limited to, removable signs, for sale signs and political signs, for the purposes of this provision, bumper stickers shall not be considered signage.
- (d) No Vehicle shall create 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 on or otherwise associated with the vehicle.
- (e) Any vehicle parked in violation of this Declaration is subject to being towed and all costs and expenses shall be paid by the owner of said vehicle. Parking of any vehicle on the contrary to the requirements of this Section 15 shall constitute parking of such vehicle in an unauthorized location on the Property in violation of Chapter 715.07 Vehicles or Vessels parked on private property; towing, Florida Statutes, as that law now exists or may hereafter be amended from time to time, and the Association shall be permitted to avail itself of the rights provided in such Chapter, including without limitation the right to tow the vehicle from the Property after proper notice, whether on common elements or a Lot. 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.