

Prepared by and return to:
Robert L. Todd, Esq.
Association Assessment Attorneys, PA
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CERTIFICATE OF AMENDMENT
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROSEDALE, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION

We hereby certify that the attached amendment to the Master Declaration of Covenants, Conditions and Restrictions, which Original Master Declaration of Covenants Conditions and Restrictions for Rosedale are recorded at Official Records Book 1398 Page 7050 of the Official Records of Manatee County, FL., and amended and restated at Official Records Book 2343 Page 3103 of the Public Records of Manatee County, FL, and subsequently amended and restated at Official Records Book 2587, Page 7689 of the Official Records of Manatee County, FL., were approved by the membership at the annual membership meeting called and noticed for that purpose, by two-thirds (2/3s) of the voting rights present in person or by proxy and voting at such membership meeting as required by Article XII Section 6 of the Master Declaration of Covenants, Conditions and Restrictions. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law at the annual membership meeting held on March 18, 2024.

DATED this 17th day of April 2024.

Signed, sealed and delivered
in the presence of:

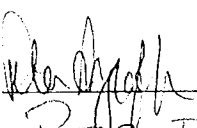
Rosedale Master Homeowners Association, Inc.

sign: Sherry Huser By: Peter Ingrassia
print: Sherry Huser Peter Ingrassia President

address: 508 Regatta Way
Bradenton, FL 34208
sign: Kevin Allen
print: Kevin Allen

address: 4731 88th St. E
Bradenton, FL 34211

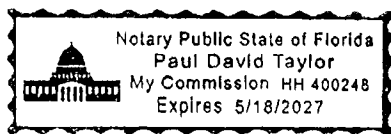
sign: Sherry Huser By: Kevin Allen
print: Sherry Huser Kevin Allen, Secretary
address: 508 Regatta Way
Bradenton, FL 34208

sign: 
print: PETER INGRASSIA
address: 4920 TUBERMUNZ, BRANTON, FL 34211

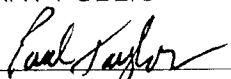
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 17th day of April 2024, by Peter Ingrassia, President of Rosedale Master Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My Commission expires: 5/18/2027



NOTARY PUBLIC

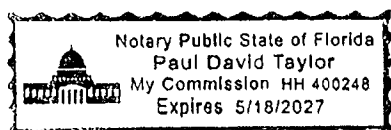
Sign 

Print Paul Taylor
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 17th day of April 2024, by Kevin Allen, Secretary of Rosedale Master Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My Commission expires: 5/18/2027



NOTARY PUBLIC

Sign 

Print Paul Taylor
State of Florida at Large (Seal)

Exhibit 1

No Mow Zone

**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 I
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”** shall mean the three (3) to five (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
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

10. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, such Lot shall be sodded and landscaped in accordance with a landscaping plan approved by the Master Association through its Architectural Review Committee’s guidelines. Notwithstanding the Architectural Review Committee guidelines, proposed Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards shall not be approved. Use of such materials is limited to not more than twenty percent (20%) of the front yard landscape area coverage without the prior written approval of the Declarant. All lawns and landscaping shall extend to the pavement line in front of any dwelling and to the ~~No Mow Line for these Lots~~ the normal water line adjacent to lakes. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped Lots. Each Lot with a pool enclosed with a cage screen or other similar material shall have a hedge or shrubbery planted along the entire exterior so as to shield the cage screen or other similar material from the street facing portion of the Lot. Notwithstanding anything to the contrary contained herein, the governing documents shall not prohibit or be enforced so as to prohibit any owner from implementing Florida-friendly landscaping as defined in Section 373.185, Florida Statutes, on his own lot or create any requirement or limitation in conflict with any provision of part II of Chapter 373, Florida Statutes, or a water shortage order, other order, consumptive use permit, or rule adopted or issued in pursuant to part II of Chapter 373, Florida Statutes.

22. Maintenance of Lots and Land Adjacent to Lakes.

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

(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 line and the No-Mow-Zone to the water's edge where a pond is appurtenant to said Owners Lot. ~~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 sole discretion 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.

Exhibit 2
Garbage Receptacle

**PROPOSED
AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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Provisions not explicitly addressed remain unchanged by this amendment.*

ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS

6. **Screening of Air Conditioner Compressors, Generators, Mechanical Equipment, Garbage Receptacle and Clothes Drying Area.** All garbage or trash containers must be located and underground or placed within totally enclosed or screened areas. ~~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.~~ Clotheslines are permitted on a Lot but shall not be visible from any street or common area. If there is no location on a Lot that will permit such installation of clotheslines, then the clotheslines must be installed in either the rear or side yards and be shielded from public view by screening methods and location approved by the Board. Such approved screening methods must adjoin the dwelling house and must be a minimum of six (6) feet to a maximum of eight (8) feet in height, and regularly maintained in good condition. Heating, ventilation, air conditioning equipment, fans, generators, mechanical equipment of any kind and pool equipment located outside a building shall be screened from view so as to conceal visibility from street facing portions of the Lot and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof. No window or wall air-conditioning units shall be permitted on any Lot without the written approval of Master Association. Except for twenty (20) pound propane tanks attached to gas grills, all oil and gas storage tanks shall be underground. Water treatment, water collection and water storage tanks shall be screened from view so as to conceal visibility from street facing portions of the Lot. The Owner shall be responsible for obtaining any governmental permits required for any storage tanks to be located on a Lot.

Exhibit 3
Garbage Bags
PROPOSED
AMENDMENT TO THE
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ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS

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Exhibit 4

Trees

**PROPOSED
AMENDMENT TO THE
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**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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

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.

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

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

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

(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.~~

Exhibit 5

Guest Parking

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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.

~~(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.~~

Exhibit 6
Car Covers
PROPOSED
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- (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, windshield 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.

Exhibit 7
Car Repairs
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(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, 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. 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.

Exhibit 8
Vehicle Nuisance
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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 on the Association property shall create a nuisance or 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.

Exhibit 9
Oil Leaks
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- (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, windshield 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~~

Exhibit 10
Parking Registration
**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.

- (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, windshield 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.~~

**PROPOSED
AMENDMENT TO THE
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Provisions not explicitly addressed remain unchanged by this amendment.]*

**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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

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

(b) Address numbers on houses and mailboxes shall be of uniform size and design as set forth by the Master Association through the Architectural Review Committee.

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

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

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

(f) 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.

Exhibit 12
Dog and Cat Registration
**PROPOSED
AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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Provisions not explicitly addressed remain unchanged by this amendment.]*

**ARTICLE V
BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

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

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

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

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

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

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

right to fine Owners and/or to require any pet deemed to be a nuisance or danger permanently removed from the Association Property upon three (3) days' notice.

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

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

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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:

...

(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 aforementioned conditions.

Exhibit 14
ARC
**PROPOSED
AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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Provisions not explicitly addressed remain unchanged by this amendment.]*

ARTICLE VI
ARCHITECTURAL CONTROL AND VARIANCES

3. Architectural Review Committee. THE ARC shall consist of not less than three (3) nor more than seven (7) members. Members of the ARC shall serve terms established by the Board. The members of the ARC shall be appointed and may be removed with or without cause by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines the Board may sit as the ARC. Provided, however, that anything herein contained to the contrary notwithstanding, prior to the Turnover Date, the Declarant shall serve as the ARC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC and the conduct of its proceedings shall be established by the Board. ~~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 and the ARC may promulgate Rules and Guidelines. All Rules and Guidelines developed by the ARC must first be approved by the Board.~~ Meetings of the ARC shall be noticed and conducted with the same formalities as provided for meetings of the Master Association's Board of Directors. The ARC shall meet at least monthly on a regular date, published in advance, so as not to delay review and decision on Owner requests.

6. Denial and Reconsideration. In the event the Architectural Review Committee denies a request from a member of the Association, the ARC shall submit a brief written explanation of the basis for the denial to the owner/member. Such written explanation shall be accomplished by citation to the section(s) of the governing documents that serve as the basis of the denial. Such written explanation shall be served by hand delivery, email, or USPS first class letter. Within fourteen (14) days of the date of mailing or hand delivery of the written explanation, the member whose application was denied may appeal the ARC denial by submission of a written request for reconsideration to a member of the Architectural Review Committee or Association management. Such request shall be deemed effective upon receipt. A meeting for reconsideration shall be conducted by three (3) members of the Board of Directors appointed by the President for that purpose, within thirty (30) days of receipt of the request. The

outcome of the meeting for reconsideration shall be affirmation of the ARC denial, or, modification of the denial. Unless otherwise directed by the 3 members of the board, the result of such reconsideration meeting shall close the ARC application and no further reconsideration may be brought under the ARC application reviewed at the meeting for reconsideration.

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**ARTICLE VIII
ASSESSMENTS BY ROSEDALE MASTER HOMEOWNERS ASSOCIATION**

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