

**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.

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## Summary of Rosedale CC&R Rules

(Including items amended on

September 23, 2015; January 6, 2012; 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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109 **ARTICLE III - ROSEDALE MASTER HOMEOWNERS ASSOCIATION**

110

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

119 **ARTICLE IV - NEIGHBORHOOD ASSOCIATION**

120

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

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

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

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

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

150

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

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

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

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

200  
201 **3. Setback Line.** No dwelling, building or other structure (which shall be deemed to  
202 include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like)  
203 shall be erected or placed upon any part of a Lot such that any portion of said  
204 dwelling, building or structure (excluding normal eaves or over hangs): (a)  
205 encroaches on any "building setback line" or easement denoted on the Plat of the  
206 Subdivision; (b) encroaches on any easement reserved unto or granted by  
207 Declarant or Master Association pursuant to the provisions of this Declaration of  
208 Restrictions or the Plat; or (c) is constructed in violation of any setback requirements  
209 of Manatee County then in effect. Notwithstanding any of the above, terraces,  
210 patios, low platforms or steps, decks, swimming pools and similar low, open,  
211 unroofed and unscreened construction may be erected within the setback areas,  
212 provided that such construction: (1) does not encroach on any easement; (2) does  
213 not violate any provisions of law; (3) in the opinion of the Master Association, does  
214 not interfere with the exposure, view or reasonable privacy of adjoining or facing  
215 properties; and (4) is otherwise approved by the Master Association. Except for  
216 homes located on zero lot line lots, all homes shall be centered on their lots. The  
217 Master Association Board shall approve the location of homes on zero lot line lots.

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

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

233 **6. Screening of Air Conditioner Compressors, Generators, Mechanical**  
234 **Equipment, Garbage Recptacle and Clothes Drying Area.** All garbage or trash  
235 containers must be located and underground or placed within totally enclosed or

236 screened areas. The Declarant or the Association shall designate a uniform garbage  
237 receptacle to be used by all Owners. Each Owner shall be required to obtain, at the  
238 Owner's expense, garbage receptacles of the type designated. Clotheslines are  
239 permitted on a Lot, but shall not be visible from any street or common area. If there is  
240 no location on a Lot that will permit such installation of clotheslines, then the  
241 clotheslines must be installed in either the rear or side yards and be No portion of any  
242 Lot shall be used as a drying or hanging area for laundry of any kind unless the area is  
243 shielded from public view by screening methods and location approved by the Board.  
244 Such approved screening methods must adjoin the dwelling house and must be a  
245 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, generators, mechanical equipment of any  
249 kind and pool equipment located outside a building shall be screened from view so as to  
250 conceal visibility from street facing portions of the lot and buffered by walls or shrubbery  
251 so as to reduce the noise level resulting from operation thereof. No window or wall air-  
252 conditioning units shall be permitted on any Lot without the written approval of Master  
253 Association. Except for twenty (20) pound propane tanks attached to gas grills, all oil  
254 and gas storage tanks shall be underground. Water treatment, water collection and  
255 water storage tanks shall be screened from view so as to conceal visibility from street  
256 facing portions of the Lot. . The Owner shall be responsible for obtaining any  
257 governmental permits required for any storage tanks to be located on a Lot.

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

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

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



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

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

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

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

319

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

323  
324 (a) With the express written consent of the Association and upon verification  
325 of such removal through Manatee County Code.

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

331  
332 (c) Notwithstanding the foregoing limitation, an Owner may perform, without  
333 the express consent of the Association, normal and customary trimming and  
334 pruning of any such tree, the base or trunk of which is located on said  
335 Owner's Lot, provided such trimming or pruning does not substantially alter  
336 the shape or configuration of any such tree or would cause premature  
337 deterioration or shortening of the life span of any such tree.

338  
339 (d) It is the express intention of this subsection that the trees existing on the  
340 subdivision located upon the Properties at the time of the recording of this  
341 Declaration, and those permitted to grow on the Properties after said time, be  
342 preserved and maintained as best as possible in their natural state and  
343 condition. Accordingly, these provisions shall be construed in a manner most  
344 favorable to the preservation of that policy and intent.

345  
346 Damaging, removing, or otherwise altering a tree covered by this section shall  
347 be deemed a violation of the Declaration and, without limitation of the rights  
348 and remedies afforded to the Association by virtue of the Declaration,  
349 Articles, Bylaws and Florida Statute, be subject to fining of, in manner set  
350 forth in the governing documents of the Association until a replacement of  
351 like height and diameter is planted at the original location of the damaged,  
352 removed or altered tree.

353  
354 As to new or replacement trees, the Architectural Review committee shall  
355 consider type, size, location, height, mature foliage, pollen cycles, similarity  
356 with pre-existing trees in the Association and such other qualifications as may  
357 be adopted and distributed to the community by the Architectural Review.

358 **13. Mailboxes.** No mailbox, paperbox or other receptacle of any kind for use in the  
359 delivery of mail, newspapers, magazines or similar material shall be erected on any Lot  
360 unless and until the size, location, design, color and type of material for said boxes or  
361 receptacles shall have been approved by Declarant. In order to keep mailboxes  
362 maintained to the highest standards and to maintain unity and aesthetics in appearance,

363 the Master Association shall have the right but not the duty to maintain, repair and  
364 replace all mailboxes as a common expense.

365 **14. Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be  
366 placed or maintained upon any portion of any Lot, unless approved by Declarant.

367 **15. Vehicles.** No vehicle shall be parked in the Subdivision except entirely on a paved  
368 driveway or inside a garage. No vehicle maybe parked so that any part extends on or  
369 over the sidewalk. No vehicle shall be parked on a street from midnight to 6:00 A.M.,  
370 with these two exceptions: vehicles may be parked on the street during the above hours  
371 only when the owner's driveway is being replaced or repaired or as necessary when  
372 there are people attending a social function at an owner's home. Vehicles may be  
373 parked on a street from 6:00 A.M. to midnight so long as the vehicle is parked as near  
374 to the pavement's edge as possible, but must not obstruct driveways, sidewalks, fire  
375 hydrants, mail boxes or be opposite another vehicle. No commercial vehicles or  
376 commercial trailers, other than those present on business, nor any trailers, may be  
377 parked in the Subdivision unless inside a garage and concealed from public view.  
378 "Commercial vehicle" shall mean any vehicle with commercial lettering, advertisement,  
379 marking or otherwise evidently used for a commercial. trade, business or industrial  
380 purpose. The Master Association shall determine if a vehicle is deemed a commercial  
381 vehicle. Which determination shall be binding unless wholly unreasonable. Boats, all  
382 types of trailers, campers, vans, motor homes, motorcycles, and recreational vehicles  
383 shall be permitted to be parked in the Subdivision only while loading and unloading, or  
384 while parked inside a garage and concealed from public view. Except for normal  
385 washing and waxing. No maintenance or repair of any boat or vehicle shall be permitted  
386 upon any Lot except within an enclosed garage. Any vehicle not in operating condition  
387 shall immediately be removed from the Subdivision.

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

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

407 Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil  
408 or fluid leaks into the parking areas are the responsibility of the owner of  
409 the vehicle. Any damage from oil leaks will be repaired at the expense  
410 of the Owner of the Lot from which the offending motor vehicle originated  
411

412 (c) No vehicle shall display signage of any type, including but not limited to,  
413 removable signs, for sale signs and political signs, for the purposes of  
414 this provision, bumper stickers shall not be considered signage.  
415

416 (d) No Vehicle shall create a noxious condition on the Association property,  
417 by constituting a nuisance due to its noise level, disrepair, or exhaust  
418 levels. Such determinations may be made, but are not solely conditioned  
419 upon, body damage, visible garbage, refuse, papers, and work materials  
420 in on or otherwise associated with the vehicle.  
421

422 (e) Any vehicle parked in violation of this Declaration is subject to being  
423 towed and all costs and expenses shall be paid by the owner of said  
424 vehicle. Parking of any vehicle on the contrary to the requirements of  
425 this Section 15 shall constitute parking of such vehicle in an  
426 unauthorized location on the Property in violation of Chapter 715.07  
427 Vehicles or Vessels parked on private property; towing, Florida Statutes,  
428 as that law now exists or may hereafter be amended from time to time,  
429 and the Association shall be permitted to avail itself of the rights provided  
430 in such Chapter, including without limitation the right to tow the vehicle  
431 from the Property after proper notice, whether on common elements or  
432 a Lot. The Board of Directors for the Association may institute guest and  
433 owner parking registration, including but not limited to, parking passes,  
434 in the future, without further amendment to this Declaration, by adoption  
435 of reasonable rules and regulations to that effect.  
436

437 **16. Roadways.** Except as Declarant the Master Association may otherwise approve  
438 in writing, and except as may be otherwise denoted on the Plat of the  
439 Subdivision, no Lot or any portion thereof shall be open, dedicated, or used as a  
440 street, road, pathway, or other thoroughfare, whether public or private. No trash,  
441 debris, building materials, dumpsters, or other impediment or visual nuisance or  
442 distraction, as determined in the sole discretion of the Master Association may be  
443 placed in or near the roadways.  
444

445 **17. Signs, Ornaments, and Objects.** No sign of any kind shall be displayed to public  
446 view on any Lot or on any Common Area except as follows:  
447

448 a. During the course of construction or maintenance on a Lot, a construction  
449 sign not more than four square feet in size identifying the builder or contractor  
450 may be displayed on the Lot after approval by Master Association. In the event  
451 the sign is placed prior to receiving written approval from the Master

452 Association, the Owner of such lot shall be subject to fining as set forth in  
453 these governing documents, as well as injunctive relief. Such sign shall be  
454 promptly removed within forty-eight (48) hours of issuance of a certificate of  
455 occupancy or completion of the project.

456  
457 b. Address numbers on houses and mailboxes shall be of uniform size and  
458 design as provided set forth by the Master Association through the  
459 Architectural Review Committee.

460  
461 c. No sign shall be placed or maintained in any Common Area except with  
462 the prior written approval of Board of Directors.

463  
464 d. A Lot Owner may display one sign of reasonable size (not to exceed 12 "  
465 by 12") provided by a contractor for security services within ten (10') of any  
466 entrance to the home. Any signs other than that just described must have  
467 prior written approval of the ARC.

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

474

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

478

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

483

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

488

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

495

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

501  
502 (d) Owners must remove all pet waste on the Association Property for which  
503 their animal is responsible. No animals shall be allowed to commit a nuisance.  
504 Dogs may not be kept in patios, or porch, screen enclosure on an extended  
505 basis while the Owner is not at the dwelling. Each Owner shall assume full  
506 responsibility for personal injuries or property damage that is caused by his  
507 pet, and each Owner hereby agrees to indemnify the Association and all other  
508 Owners and hold them harmless against any loss, claim or liability of any kind  
509 whatsoever arising from or growing out of any harm injury, or damage caused  
510 by such Owner's pet. The changes set forth in this amendment shall be  
511 effective prospectively from the recording of the amendment. Violation of this  
512 this Section shall entitle the Association to all of its rights and remedies  
513 including, but not limited to, the right to fine Owners and/or to require any  
514 pet deemed to be a nuisance or danger permanently removed from the  
515 Association Property upon three (3) days' notice.

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

528  
529 (f) Visiting pets are subject to the restrictions set forth in this section. Visiting  
530 pets may stay on the property no longer than fourteen (14) consecutive days  
531 in any thirty (30) day period.

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

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

554 **21. Nuisances.** Nothing shall be done or permitted to be done or maintained, or failed  
555 to be done, on any Lot, which may be or become an annoyance or nuisance to other  
556 owners or residents of Lots in the Subdivision. If garbage, recycled material or other  
557 waste is outside containers caused for any reason, the owner shall immediately must  
558 clean up and dispose of all debris. No refuse of any kind may be placed outside (at the  
559 curb) prior to 6:00 p.m. on the day before the scheduled pickup for that type of refuse.  
560 All refuse containers and leftover refuse must be returned to the interior or shielded  
561 area of the home by midnight of the date of collection. If an owner or other person does  
562 not comply with both actions required in this section, then they may not place any refuse  
563 at the curb until a date of collection when they can fully comply. In the event of a dispute  
564 or question as to what may be or become a nuisance, such dispute or question shall be  
565 submitted to the Board of Directors of the Master Association which shall render a  
566 decision in writing within sixty (60) days of the date a written notice of a dispute is  
567 received by the Board of Directors, and such decision shall be dispositive of such  
568 dispute or question to the extent permitted by law.

## 569 **22. Maintenance of Lots and Land Adjacent to Lakes**

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

584 collectable as an assessment against the Lot in the same manner as a regular  
585 assessment under Florida Statute Section 720.3085.

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

600 **23. Maintenance of Improvements.**

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

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

625 (c) In the event that the Owner does not keep the exterior light fixture in good  
626 repair and/or does not pay for the fuel used by a gas streetlight, then the Master



627 Association shall have the right, but not the obligation, to pay for the repair or  
628 maintenance of the exterior light fixture or for the fuel, and charge the Owner  
629 therefore, as a Special Assessment against the Owner's Lot. The Master  
630 Association shall have the right to undertake any remedy provided for in the  
631 Master Declaration to enforce payment, including but not limited to, the right to  
632 file and foreclose a claim of lien for unpaid assessments and the right to seek a  
633 money judgment against the responsible Lot Owner.

634 **24. Hurricane Shutters. Boarding up Residences.** Hurricane Protection Devices  
635 (herein after "HPD") shall not be installed on a home without the prior written approval  
636 of the Master Association. The Master Association shall adopt written specifications for  
637 HPD for ROSEDALE. The HPD specifications shall include but not be limited to  
638 permissible materials, type, color, style, and others factors deemed acceptable and  
639 relevant by the Master Association Board. All HPD specifications adopted by the Board  
640 shall comply with all applicable Florida Building Codes. The Board shall not refuse to  
641 approve the installation or replacement of HPD conforming to the specifications adopted  
642 by the Board. An owner shall not deploy any HPD on their home before a hurricane  
643 watch is issued for the geographic area encompassing ROSEDALE, and must remove  
644 their HPD within ten (10) days after the hurricane passes the ROSEDALE geographic  
645 area. However, approved HPD that enclose the main roof covered portion of the lanai at  
646 rear of home, may remain installed only during the normal hurricane season (June 1  
647 through November 30) of any given year. if the owner is not in residence during that  
648 period.

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

664  
665 **29. Regulations During Construction, Repairs and Remodeling**

666  
667 a. No obstruction of any kind shall exist or remain within any swale area,  
668 right- of-way or easement within the Lot.

669

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

673  
674 c. Construction upon the Lot shall be conducted in such manner that the  
675 Subdivision improvements shall not be altered or damaged in any manner,  
676 and the Lot shall at all times be in a clean and orderly condition.

677  
678 d. Each Lot owner agrees to indemnify the Master Association from and  
679 against any and all costs and expenses which may be incurred in repairing  
680 or replacing Subdivision improvements damaged by the Lot owner or to put  
681 the Lot in a clean and orderly condition.

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

688 **28. SWFWMD Restrictions.**

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

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

702 (c) Any amendment of these documents, which would affect the surface water  
703 management system, including the water management portions of the common  
704 areas, must have the prior written approval of the Southwest Water Management  
705 District.

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

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

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

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

755 Association, in the amount of one (1) month's rent as set forth on the face of the  
756 lease. Such security deposit may be used by the Association to repair any  
757 damage to the Common Area, or any other property maintained by the  
758 Association, resulting from acts or omissions of the tenants, or any family  
759 members, guests, or invitees of the tenants. The Association may deny the  
760 Owner permission to lease any Lot on grounds the Association may determine as  
761 further detailed in this section.

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

765 1. Prior felony criminal conviction, including any pleas of no contest.

766 11. Non-Compliance with any specific requirements set forth in the  
767 Association's governing documents, including any rules and regulations.

768 111. Providing false or incomplete information in connection with an  
769 application, failure to remit the application fee, or failure to appear or make  
770 oneself available to be interviewed.

771 1v. The person seeking approval (which shall include all proposed  
772 occupants) has been designated by a Court as a sexual offender or sexual  
773 predator.

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

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

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

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

793 In connection with the approval of a lease, the Association will require the  
794 owner(s) and tenant(s) to sign a Lease Addendum agreement in a form prepared

795 by the Association, which requires the tenant(s) to comply with all rules and  
796 restrictions and which allows the Association to take action to enforce any  
797 violations by the tenant(s) if the owner(s) fails or refuses to do so.

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

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

836 (f) The terms of this Article 29, as well as the Declaration in its entirety, shall be  
837 effective upon any license, agreement, contract, or agreement for occupancy,  
838 with or without compensation to the Lot Owner, as facilitated by home- sharing,

839 short-term rental, vacation rental or similar type and style agreements facilitated  
840 by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar  
841 services as may be utilized now or in the future. All such relationships shall be  
842 deemed leases, and their potential occupants deemed tenants, as contemplated  
843 under in this Declaration.

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

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

## 850 **ARTICLE VI - ARCHITECTURAL CONTROL AND VARIANCES**

851

### 852 **1. Architectural Control.**

853 (a) No improvement or structure of any kind, including, without limitation, any  
854 building, fence, wall, swimming pool, tennis court or other game court or  
855 structure, screen enclosure, water or sewer line, drain, mailbox, solar energy  
856 device, decorative building, statues, ornamental objects, landscaping, landscape  
857 device or object, or other improvement shall be commenced, erected, placed or  
858 maintained upon any Lot, nor shall any addition, change or alteration thereof or  
859 thereto be made, nor shall any excavation be commenced, unless and until the  
860 plans, specifications and location of the same shall have been submitted to, and  
861 approved in writing by, the Master Association's Architectural Review Committee  
862 ("ARC"). The ARC may adopt and amend construction guidelines to assist it in  
863 reviewing and approving an Owner's request for approval.

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

877 (c) Two (2) complete sets of all plans and specifications for any such  
878 improvement or structure proposed for any lot or parcel shall be submitted to and  
879 approved by ARC prior to the commencement of construction or placement of  
880 such improvement. ARC may require submission of plans for the grading of any

881 Lot and plans specifying the proposed elevation of the floor slab of any structure  
882 to be built on such Lot. Any increase in the elevation of the existing grade of a  
883 Lot shall be accomplished by the owner so as to not increase the surface water  
884 runoff from such Lot onto neighboring properties. Whenever required by ARC,  
885 the owner shall also furnish a drainage plan for his Lot. ARC may also require  
886 submission of samples of building materials proposed for use and such additional  
887 information as may be reasonably necessary for ARC to completely evaluate the  
888 proposed structure or improvement. If, following its review of the plans and  
889 specifications submitted to it, ARC disapproves such plans and specifications,  
890 ARC shall advise the owner of the portion or items thereof which were found to  
891 be objectionable. In the event the owner corrects the objectionable portions, he  
892 may resubmit the plans and specifications, as corrected, for approval.

893 (d) Upon final approval of an owner's plans and specifications either as  
894 originally submitted or as subsequently modified in accordance with the  
895 recommendations of ARC, ARC shall indicate its approval in writing on the  
896 plans and specifications. One set of such plans and specifications shall then  
897 be returned to the owner and one set shall be retained by the ARC. Should  
898 ARC fail to either approve or disapprove an owner's plans and specifications  
899 within thirty (30) days after the owner submits the plans and specifications and  
900 pays all applicable approval fees, then the owner shall send a letter to the  
901 Master Association's President by certified mail, return receipt requested,  
902 notifying the Master Association of the ARC's failure to timely act. The ARC  
903 shall then have an additional thirty (30) days to act. If the ARC fails to approve  
904 or disapprove the Owner's plans and specifications within that additional thirty  
905 (30) days, then and only then shall such approval not be deemed to be  
906 required in such instance; provided, however, that no building or other  
907 improvement shall be erected or be allowed to remain on any Lot which  
908 violates the building and use restrictions contained in this Master Declaration,  
909 unless approved in writing by ARC.

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

916  
917 **2. Variances.** ARC reserves the absolute right to enter into written agreements with the  
918 owner of any Lot or Lots (without the consent of the owners of other Lots, adjoining or  
919 adjacent property) to vary those conditions, restrictions, limitations and agreements  
920 herein set forth which refer to setback lines, square footage content, areas of  
921 improvement, easements, underground wiring, construction of improvements, building  
922 plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines  
923 and air-conditioner compressors and without, in any manner, limiting the foregoing any

924 restriction or limitation regarding construction set forth in Article III above, and any such  
925 variance shall be evidenced by an agreement in writing. Such variance shall not  
926 constitute a waiver of any such condition, restriction, limitation or agreement as to the  
927 remaining Lots in the Subdivision, and the same shall remain fully enforceable against  
928 all Lots located in the Subdivision other than the Lot where such variance is permitted.  
929 ARC reserves the right to impose additional restrictions in the conveyance of title to any  
930 Lot or Lots in the Subdivision.

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

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

## 955 **ARTICLE VII - COMMON AREAS AND PRIVATE ROADS**

956

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



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

985  
986 **3. Maintenance and Usage of Common Areas.** All Tracts conveyed to or for  
987 which easements are granted the Master Association shall be maintained by said  
988 Master Association, except for such portion thereof as to which the responsibility for  
989 maintenance has been or hereafter is imposed on any other person or entity by  
990 virtue of this Master Declaration or other recorded instrument. Usage of the Tracts  
991 shall be subject to such restrictions, rules, and regulations as may be adopted by  
992 Declarant or the Master Association. Lot owners and their guests shall not use the  
993 lakes located on the Common Areas for boating or swimming. As to sidewalks in the  
994 Rosedale Master Association, the Association shall be responsible for maintaining  
995 and repairing sidewalks which were originally installed by the developer. This  
996 responsibility does not include an assumption of liability for incidental, negligent, or  
997 intentional damage caused by Lot Owners, their guests or invitees, which such Lot  
998 Owner shall be personally liable for regardless of the Master Association's  
999 assumption of maintenance obligations set forth herein.

1000

1001 **ARTICLE VIII - ASSESSMENTS BY ROSEDALE MASTER HOMEOWNERS ASSOCIATION**

1002

1003 **1. Annual Assessments.** The Master Association shall have the right to levy an annual  
1004 assessment against all Lots or Units in Rosedale in such amounts as may be deemed  
1005 appropriate by said Master Association's Board of Directors for the management and  
1006 operation of the Master Association and for the general purposes and objectives of the  
1007 Master Association as set forth herein and in its Articles of Incorporation and Bylaws.

1008 **2. Special Assessments.** The Master Association's Board of Directors shall also have  
1009 the right to levy special assessments from time to time against all Lots or Units in  
1010 ROSEDALE as the Board determines necessary.

1011 **3. Assessments Levied Pro Rata.** Except as otherwise provided herein for certain  
1012 special assessments, all assessments levied by the Master Association, whether annual  
1013 or special, shall be on the basis of one share per Lot or Unit so that each owner of a Lot  
1014 or Unit shall bear an equal pro rata share of the expenses of the Master Association.

1015 **4. Assessments Against New Lots or Units.** In the event any Lot or Unit becomes  
1016 subject to the terms of this Master Declaration subsequent to January 1 of any year, the  
1017 first annual assessment shall be prorated for the remainder of the then current fiscal  
1018 year. With respect to any special assessments, only those Lots or Units that are subject  
1019 to the terms of this Master Declaration as of the date on which the Board of Directors of  
1020 said Master Association levies the special assessment shall be liable for such special  
1021 assessment, and such special assessment shall not be charged to or be a lien against  
1022 any Lot or Unit made subject to this Declaration thereafter.

1023 **5. Payment of Assessments.** Procedures for the adoption of an annual budget, mailing  
1024 of notices of the annual assessment, and collection of such annual assessment shall be  
1025 as set forth in the Master Association's Articles of Incorporation and Bylaws. Payment of  
1026 any special assessment levied by the association's Board of Directors shall be due upon  
1027 not less than thirty (30) days written notice thereof on the date and in such installments  
1028 as the Board of Directors may specify. Any assessment, whether annual or special,  
1029 which is not paid when due shall be subject to a late charge of the greater of Twenty-  
1030 five Dollars (\$25) or five percent (5%) of the amount of each assessment installment  
1031 that is paid past the due date ten percent (10%) and shall bear interest from the due  
1032 date until paid at the maximum rate for individuals permitted by law. Any payment  
1033 received by the Master Association and accepted shall be applied first to any interest  
1034 accrued, then to any administrative late fee, then to any costs and reasonable attorney's  
1035 fees incurred in collection, and then to the delinquent assessment. This paragraph  
1036 applies notwithstanding any restrictive endorsement, designation, or instruction placed  
1037 on or accompanying a payment.

1038 **6. Personal Obligation of Property Owner.** Regardless of how an owner obtains title  
1039 to a Lot, including without limitation purchase at a foreclosure sale or by deed in lieu of  
1040 foreclosure, every assessment shall be the personal obligation of the owner or owners  
1041 of the Lot or Unit against which the assessment is levied, ownership being determined  
1042 as of the date of such levy. The owner's liability for assessments may not be avoided by  
1043 waiver or suspension of the use or enjoyment of any Common Area or by abandonment  
1044 of the Lot upon which the assessments are made. A lot owner is also jointly and  
1045 severally liable with the previous lot owner for all unpaid assessments that came due up  
1046 to the time of transfer of title. This liability is without prejudice to any right the present lot  
1047 owner may have to recover any amounts paid by the present owner from the previous  
1048 owner. If any such assessment is not paid within thirty (30) days after the same is due,  
1049 then the Master Association may bring suit against the owner on his personal obligation  
1050 and there shall be added to the amount of such assessment the aforementioned late

1051 charge and interest and all costs incurred by the Master Association, including  
1052 reasonable attorney's, fees, incurred incident thereto (including those incurred for  
1053 appellate proceedings), in preparation for and in bringing such action.

1054 **7. Lien Rights of the Master Association.** In order to provide an additional means to  
1055 enforce the collection of any annual mowing fee or other expense (including  
1056 maintenance and repair expenses) charged to the owner of any Lot or Unit, or any  
1057 annual or special assessment, the Master Association shall have a lien against each Lot  
1058 or Unit in the Subdivision, together with all improvements thereon, as follows:

1059 (a) The lien of every such fee, expense and assessment {including without  
1060 limitation the attorney's fees incurred by the Master Association fulfilling its duties  
1061 under Sections 5.25 and 5.26 hereof), together with interest and late charges  
1062 thereon. attorney's fees and cost of collection thereof as herein provided, shall  
1063 attach and become a charge on each Lot or Unit, and all improvements thereon,  
1064 upon the adoption of any assessment or imposition of any fee or expense as  
1065 provided herein.

1066 (b) In the event any such fee, expense or assessment is not paid within thirty (30)  
1067 days after the same is due, the Master Association shall have the right to file a  
1068 Claim of Lien in the Public Records of Manatee County, Florida. Said lien may be  
1069 enforced by said Master Association by foreclosure suit in the same manner as a  
1070 mortgage or construction lien foreclosure or in such other manner as may be  
1071 permitted by law. In the event said Master Association files a Claim or Lien  
1072 against any Lot or Unit, it shall be entitled to recover from the owner of such Lot or  
1073 Unit the aforesaid interest, and late charge and all, costs, including reasonable  
1074 attorney's fees (including attorney's fees for appellate proceedings), incurred  
1075 incident thereto in preparing, filing, and/or foreclosing the Claim of Lien, and all  
1076 such costs, late charges, interest and fees shall be secured by said lien.

1077 (c) Except as otherwise set forth in this Master Declaration, the Master  
1078 Association's claim of lien is effective from and shall relate back to the date on  
1079 which the original Master Declaration was recorded. However, as to first  
1080 mortgages of record, the lien is effective from and after recording a claim of lien in  
1081 the Public Records of Manatee County, Florida. The claim of lien shall secure all  
1082 unpaid assessments that are due and that may accrue subsequent to the  
1083 recording of the claim of lien and before entry of a certificate of title, as well as  
1084 interest, late charges and reasonable costs and attorney's fees incurred by the  
1085 Association incident to the collection process. A Lot Owner, regardless of how his  
1086 or her title to property has been acquired, including by purchase at a foreclosure  
1087 sale or by deed in lieu of foreclosure, is liable for all assessments that come due  
1088 while he or she is the Lot Owner. A Lot Owner is jointly and severally liable with  
1089 the previous owner for all unpaid assessments that came due up to the time of  
1090 transfer of title. This liability is without prejudice to any right the present owner  
1091 may have to recover any amounts paid by the present owner form the previous  
1092 Owner.

1093 Except as otherwise provided by the Homeowners Association Act as amended from  
1094 time to time (Chapter 720, Florida Statutes), the liability of a first mortgagee. its  
1095 successor or assignee as a subsequent holder of the first mortgage who acquires title to  
1096 a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that  
1097 became due before the first mortgagee's acquisition of title, shall be the lesser of: (a)  
1098 the Lot's unpaid common expenses and regular periodic or special assessments that  
1099 accrued or came due during the twelve (12) months immediately preceding the  
1100 acquisition of title and for which payment in full has not been received by the master  
1101 Association; or (b) one percent (1) of the original mortgage debt. The limitations on first  
1102 mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit  
1103 against the Lot Owner and initially joined the Master Association as a defendant in the  
1104 mortgagee foreclosure action. Joinder of the Master Association is not required if, on  
1105 the date the complaint is filed, the Master Association was dissolved or did not maintain  
1106 an office or agent for service of process at a location that known to or reasonably  
1107 discoverable by the first mortgagee. This Article VIII. Section 7(c) shall not apply to any  
1108 mortgage company that held a bona fide mortgage against a Lot prior to the date  
1109 Section 720.3085, Florida Statutes (July 1, 2007) became legally effective.

1110 **8. Suspension of Voting Rights.** The Master Association may summarily suspend the  
1111 voting rights of any owner for the nonpayment of regular annual assessments that are  
1112 delinquent in excess of ninety (90) days.

1113 **9. Reserves.** The Master Association's Board of Directors may create and fund  
1114 reserves as it determines appropriate and in accordance with Florida law. All reserves  
1115 shall be based on the pooled method of funding.

## 1116 **ARTICLE IX - EASEMENTS AND ENVIRONMENTAL PROVISIONS**

1117

1118 **1. Utilities and Drainage.** Perpetual easements for the installation and maintenance of  
1119 utilities and drainage facilities are hereby reserved unto Declarant over all utility and  
1120 drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10)  
1121 feet in width over and under each Lot in the Subdivision for the installation and  
1122 maintenance of utilities, street lights, and drainage facilities is hereby reserved unto  
1123 Declarant along such portion of each Lot line as abuts any street.

1124 Declarant reserves the right to grant to any private or public utility, an easement to erect  
1125 and lay, or cause to be erected, layed, maintained, removed or repaired in all private  
1126 roads or Common Areas of the Subdivision, for electricity, telephone, water, television  
1127 antenna, gas and other utility services, catch basins, surface drains and other such  
1128 customary or usable utility service as may from time to time in the opinion of the

1129 Declarant or any utility company or governmental body be deemed necessary or  
1130 advisable. Any claim on account of temporary or other inconveniences caused thereby  
1131 against the Declarant or any utility company or governmental body, or any of its agents  
1132 or servants, is hereby waived by the owner. The easement area of each Lot and all  
1133 improvements located within it shall be maintained continuously by the owner of the Lot,  
1134 except for those improvements for which the Master Association, public authority or

1135 utility company is responsible. No drainage easement, Swale, canal, lake, or pond may  
1136 be obstructed, filled in or altered without Declarant's written approval. Any walls, fences,  
1137 paving, landscaping or other improvements constructed, placed or planted by a Lot  
1138 owner over the easement area of his Lot may be removed by Declarant or its assigns if  
1139 required for the installation or maintenance of improvements or facilities related to the  
1140 purpose for which the easement was reserved; provided, however, that

1141 Declarant or its assigns shall promptly restore any dislodged grass, soil, or paving as  
1142 nearly as practicable to its prior condition.

1143 **2. Drainage Areas.** For the purposes of this Master Declaration "Drainage Areas"  
1144 means those portions of the Common Areas designated as surface water management  
1145 areas, drainage areas, basins, drainage easements, water management tracks, canals  
1146 or canal easements (collectively "Drainage Areas") which are reflected on the  
1147 development plan filed with Manatee County, Florida, or are reflected on the Plat, and  
1148 any amendments thereto, or are described in this Master Declaration, or otherwise  
1149 designated by Declarant as "Drainage Areas," and which shall be kept and maintained  
1150 by the Master Association for irrigation, drainage, storm water retention and detention or  
1151 beautification and for the installation, maintenance, construction or repair of utility  
1152 facilities in a manner consistent with the original design thereof by Declarant, and in  
1153 accordance with the requirements of all applicable governmental authorities. The  
1154 Drainage Areas are an integral part of a master drainage system which system is for the  
1155 benefit of the Subdivision and the Golf Club located adjacent to the Subdivision. Except  
1156 as otherwise provided in the Master Declaration, the Master Association shall maintain  
1157 the Drainage Areas and master drainage system in a manner consistent with the  
1158 original design thereof by Declarant, and in accordance with the requirements of all  
1159 applicable governmental authorities.

1160 **3. Wetlands, Lakes and Ponds.** Wetlands, lakes and ponds means those Common  
1161 Areas so designated on the development plans submitted to Manatee County, this  
1162 Master Declaration, the Plat, any addendum thereto, or otherwise designated by  
1163 Declarant and which are areas subjected to permanent or prolonged periods of  
1164 inundation or saturation, or which exhibit vegetative communities or soil types  
1165 characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall  
1166 be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds  
1167 shall be kept and maintained by the Master Association together with any conservation  
1168 setbacks designated on the plat in an ecologically sound condition for water retention,  
1169 irrigation, drainage and water management purposes in compliance with all  
1170 governmental requirements. Graded lakes shall be maintained with a productive littoral  
1171 zone in compliance with governmental requirements.

1172 **4. Conservation Easements.** Unless permitted by the *Manatee County Land*  
1173 *Development Code*, the following act and activities are expressly prohibited within the  
1174 boundaries of the Conservation Easement without the prior consent of Manatee County.

- 1175 • Construction or placing of buildings, roads, signs, billboards or other
- 1176 advertising, or other structures on or above the ground.

- 1177 • Construction or placing of utilities on, below or above the ground without  
1178 appropriate local, state and federal permits or other authorization.
- 1179 • Dumping or placing of soil or other substances or material as landfill or dumping  
1180 or placing trash, waste, unsightly or offensive materials.
- 1181 • Removal, mowing or trimming of trees, shrubs or other vegetation.
- 1182 • Application of herbicides, pesticides or fertilizers.
- 1183 • Excavation, dredging or removal of loam, peat, gravel, soil, rock or other  
1184 material substances in such manner as to affect the surface.
- 1185 • Surface use except for purposes that permit the land or water areas to remain  
1186 in its natural condition.
- 1187 • Any activity detrimental to drainage, flood control, water conservation, erosion  
1188 control, soil conservation or fish and wildlife habitat preservation.
- 1189 • Acts or uses detrimental to such retention of land or water areas.

1190 **ARTICLE X - GOLF COURSE AND GOLF CLUB**  
1191

1192 **5. Golf Balls.** An easement over the lawn and yard area of each Lot is hereby granted  
1193 to all members, guests and invitees playing golf ("Golfers") on any Parcel in the  
1194 Subdivision for the sole purpose of retrieving errant golf balls. Entry upon the Lot shall  
1195 be solely on foot and not by golf cart. This easement shall not permit entry into any  
1196 residence, garage or enclosed patio or pool area. This easement shall not exempt any  
1197 Golfer from responsibility for damage caused by an errant golf ball nor damage caused  
1198 in the retrieval of same.

1199 **ARTICLE XI - COMPLIANCE WITH MANATEE COUNTY - LAND DEVELOPMENT CODE**  
1200

1201 **3. Lands.** No lands in the Common Areas shall be denuded, defaced or otherwise  
1202 disturbed in any manner at any time, except for maintenance or repair, without the prior  
1203 written approval of the Manatee County Planning and Development Director.

1204 **ARTICLE XII - GENERAL PROVISIONS**  
1205

1206 **1. Duration and Benefit.** The covenants and restrictions of this Master Association  
1207 shall run with the title to each of the Lots in the Subdivision and the Golf Club and shall  
1208 inure to the benefit of and be enforceable in accordance with its terms by Declarant, the  
1209 Master Association, or the owner of any of such Lots, the owner of the Golf Club, and  
1210 their respective legal representatives, heirs, successors and assigns, for a term of fifty  
1211 (SO) years from the date hereof, after which time the provisions of this Master  
1212 Declaration shall automatically be extended for successive periods of ten (10) year each  
1213 unless prior to the commencement of any such ten (10) year period, (a) members of  
1214 the Master Association holding at least eight percent (80%) of the voting rights approve

1215 the termination of the provisions of this Master Declaration, and (b) a written instrument  
1216 certifying that such approval has been obtained, is signed by the president and  
1217 secretary of said association and recorded in the Public Records of Manatee County.

1218 **2. Remedies for Violation.** The violation or breach of any condition, covenant or  
1219 restriction herein contained shall give Declarant, the Master Association or any Lot  
1220 owner, in addition to all other remedies provided herein or by law, the right to proceed at  
1221 law or in equity to compel compliance with the terms of such condition, covenant or  
1222 restriction and to prevent the violation or breach of any of them, and the costs of such  
1223 proceedings shall be borne by the Lot owner alleged to be in violation if such  
1224 proceedings result in a finding that such owner was in violation of the terms of this  
1225 Master Declaration. Such costs shall include reasonable attorney's fees, including  
1226 attorney's fees for appellate proceedings, incurred by Declarant or the Master  
1227 Association but not attorney's fees incurred by any Lot owner in bringing an action  
1228 against another Lot Owner. Failure by Declarant, the Master Association, or any Lot  
1229 Owner to enforce any of said covenants or restrictions upon breach thereof, however  
1230 long continued, shall in no event be deemed a waiver of the right to do so thereafter  
1231 with respect to such breach or with respect to any other breach occurring prior or  
1232 subsequent thereto. Declarant shall not in any way be held liable or held responsible for  
1233 any violation of this Master Declaration by any persons or party and Declarant shall not  
1234 in any way be held liable or responsible for the enforcement of the covenants and  
1235 restrictions contained herein. None of the foregoing restrictions and covenants set forth  
1236 in Article V *m* shall apply to the Declarant during the period of construction of the  
1237 improvements on the Lots. In addition to all other remedies provided to the Master  
1238 Association, it shall also be authorized to levy a fine against a violator, as more fully  
1239 provided in the Bylaws. The Master Association may also suspend, for a reasonable  
1240 period of time, the rights of a member or a member's tenants, guests or invitees, or  
1241 both, to use the common areas and facilities, including without limitation the right to  
1242 suspend a person's gate access card and the Lot's cable television.

1243

1244

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1245 **SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
1246 **FOR ROSEDALE, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION.**

1247 **RECITALS**

1248 I. Declarant's predecessor prepared and recorded a Master Declaration of Covenants,  
1249 Conditions and Restrictions for Rosedale, a Golf and Tennis Club Community Subdivision as  
1250 recorded at O.R. Book 1398, Page 7050, of the Public Records of Manatee County, Florida (the  
1251 original declaration). The original declaration has been amended to add additional properties all  
1252 as evidenced by various amendments recorded in the Public Records of Manatee County,  
1253 Florida.

1254 2. On January 6, 2006, pursuant to the provisions of Article II Paragraph 2 (a) of the original  
1255 declaration Declarant recorded a supplemental declaration that submitted the property  
1256 described on Exhibit "A" (Added Property") to the terms and conditions of the original

1257 declaration. Said supplemental declaration was recorded at O.R. Book 2092, Page 5668 of the  
1258 Public Records of Manatee County, Florida.

1259 3. On June 16, 2010, Declarant adopted amendments to the original declaration ("Amended  
1260 Declaration"). The Amended Declaration was recorded at O.R. Book 2343, Page 3103 et seq. of  
1261 the Public Records of Manatee County, Florida.

1262 4. The Amended Declaration continues Declarant's right and authority to amend the  
1263 Declaration.

1264 5. Declarant confirms, desires, agrees and consents that the Added Property is to be subject to  
1265 the Amended Declaration in accordance its terms.

1266 6. In addition, Declarant intends to and does hereby amend and modify the Amended  
1267 Declaration to subject the Added Property to additional provisions.

1268 NOW, THEREFORE, Developer declares that:

1269 Declarant confirms and establishes that the Added Property, continues to be subject to the  
1270 operation and effect of the Amended Declaration, and all amendments thereto, and that the  
1271 Added Property is and shall be held, transferred, sold, conveyed, leased, occupied and used  
1272 subject to the covenants, restrictions, conditions, easements, charges and liens set forth in said  
1273 Amended Declaration, as heretofore, hereby and hereafter amended.

1274 In addition thereto, Declarant does hereby further amend the Amended Declaration as follows:  
1275 All Lots and Parcels located in the Added Property shall be subject to the following additional  
1276 provisions:

1277 I. The Rosedale Golf and Country Club ("Club") is operated by a corporation known as:  
1278 Rosedale Golf Holdings, Inc. The Club currently makes available various categories of  
1279 membership, including, but not limited to, a social membership. The terms and conditions of  
1280 such membership categories shall be established by and may be modified by the Club.

1281 2. Each owner of a Lot or Parcel located in the Added Property shall be required to obtain and  
1282 maintain in good standing, a membership in the Club, including paying for the fees and other  
1283 charges related to such membership ("Membership Charges"). All Membership Charges shall  
1284 be the personal responsibility of the owner(s). Such Membership shall be, at a minimum, a  
1285 Social Membership.

1286 3. No Lot or parcel shall be sold or transferred, unless and until, the prospective purchaser  
1287 shall have applied for and obtained a membership in the Club.

1288 4. In the event that an Owner fails to pay the Membership Charges, or otherwise maintain a  
1289 membership in the Club, then the Club, in addition to any enforcement rights related to the  
1290 membership, shall have the right to file a lien for the unpaid Membership Charges. Such lien's  
1291 priority shall be established as of the date and time of recording such lien, and may be enforced  
1292 in the same manner as a lien established and filed by the Master Association. A lien shall  
1293 increase by the amount of any unpaid Membership Charges that accrue subsequent to the date  
1294 of the lien.