

**Minutes of the Rosedale Master Homeowner's Association Board
February 11, 2021 – Via Zoom**

The Rosedale Master Homeowner's Association Board meeting was held on February 11, 2021, at 2:05 pm Via Zoom.

With a quorum present, meeting was called to order by Lynne Woodman at 2:05 PM. Notice was posted in accordance with Florida State Statutes F-720.

Directors present: President, Lynne Woodman, Vice President, Don Goodenow, Secretary, Paul Meehan, Treasurer, Bob Eisenbeis, Director, Fred Booth, Director, Jim Lamy and Director Bill Moran.

Approval of Minutes for the BOD January 14, 2021: Don Goodenow made a motion to approve the January 14, 2021 minutes with one correction, Tom Cagney name be corrected to Tom Tangney. The motion was seconded by Paul Meehan. All in favor, motion passed.

New Agenda Item:

Don Goodenow made a motion to enter an emergency item to the Agenda for the bridge revetment repairs located at Tobermory Way. Fred Booth seconded the motion. All in favor. Motion passed.

Paul Meehan made a motion to accept Landshore Enterprises quote in the amount of \$13,411.00, for erosion repair to the bridge at Tobermory Way. Don Goodenow seconded the motion. All in favor. Motion passed.

New Business:

a. Sub Association document changes.

HOA 9 – Mike Zinn and Mark Dillon presented. Bill Moran made a motion as follows:

Don Goodenow seconded the motion. All in favor. Motion passed.

Motion that the request from Rosedale 9 for amendments to its documents be recognized and approved as presented, with the understanding that the new provisions do not appear to be less restrictive than those in the Master Association documents (CCRs, Aol, and Bylaws). This recognition and approval in no way binds the Master Association to that determination. In the event of a dispute or if the Master Association documents are modified in the future, the Master Association shall determine if there is a conflict between the Master Association documents and the Rosedale 9 documents, and the Master Association's documents shall control and supersede any neighborhood document as stated in Article IV, Section 4, of the Master Association documents.

This recognition and approval of Rosedale 9's new provisions is not based on any legal or administrative review, which is solely the responsibility of Rosedale 9.

Links 2 HOA– Rich Toscano presented. Paul Meehan made a motion as follows: Bill Moran seconded the motion. All in favor. Motion passed.

Motion that the request from Rosedale Links 2 for amendments to its documents be recognized and approved as presented, with the understanding that the new provisions do not appear to be less restrictive than those in the Master Association documents (CCRs, AOI, and Bylaws). This recognition

and approval in no way binds the Master Association to that determination. In the event of a dispute or if the Master Association documents are modified in the future, the Master Association shall determine if there is a conflict between the Master Association documents and the Rosedale Links 2 documents, and the Master Association's documents shall control and supersede any neighborhood document as stated in Article IV, Section 4, of the Master Association documents.

This recognition and approval of Rosedale Links 2's new provisions is not based on any legal or administrative review, which is solely the responsibility of Rosedale Links 2.

5 E HOA – Fred Booth made a motion to ratify the signature of the Scrivener's Error by the developer. Bob Eisenbeis seconded the motion. All in favor. Motion passed.

Adjournment: Motion was made by Don Goodenow to adjourn meeting and seconded by Paul Meehan. All in favor. Motion passed unanimously. Adjourned at 2:45 pm. The next BOD meeting is scheduled for March 11th, 2021, at 2:00 pm via Zoom.

Paul Meehan, Secretary

Date: _____

Attachments:

HOA 9 Document Changes

Links 2 Document Changes

HOA 5E – Curative Notice Scrivener's Error

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR ROSEDALE 9, A GOLF AND
TENNIS CLUB COMMUNITY SUBDIVISION**

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THIS DECLARATION is made by NEWTON DEVELOPMENTS, INC., a Florida Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant or its predecessor thereto, has prepared and recorded a Master Declaration of Covenants, Conditions and Restrictions for ROSEDALE, a Golf and Tennis Club Community Subdivision ("Master Declaration"), which provides for a Master Association; and

WHEREAS, ROSEDALE 9 is subject to the Covenants, Conditions and Restrictions contained in the Master Declaration, and contained in the Master Declaration, except as provided herein; and

WHEREAS, the Master Declaration provides for a Neighborhood, and ROSEDALE 9 is, and is intended to be a Neighborhood; and

WHEREAS, Declarant has caused the ROSEDALE 9 HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation, ("Association") to be incorporated so that it may serve as a Neighborhood Association to implement this Declaration; and

WHEREAS, the Association will assess properties subject to this Master Declaration for such maintenance and other costs provided for herein; and

WHEREAS, Declarant desires to establish covenants, conditions, restrictions and easements which apply to ROSEDALE and benefit present and future owners of Rosedale;

NOW THEREFORE, in consideration of the premises, Declarant hereby declares that the property hereinafter discussed in Article II shall be held, transferred, sold, conveyed, occupied, used and enjoyed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall constitute covenants running with the title to said property; to wit:

ARTICLE I

DEFINITIONS

All words and terms used herein, shall have the meaning as provided in the Master Declaration.

ARTICLE II

PROPERTY SUBJECT TO THESE COVENANTS

The real property subject to this Declaration is described on Exhibit "A", attached hereto and made a part hereof.

ARTICLE III

HOMEOWNERS ASSOCIATION

1. **Membership.** Only Owners of lots and parcels and Declarant, prior to the turnover date, shall be members of the Association. Each Owner accepts such membership and agrees to be bound by this Declaration, the Master Declaration, and the Articles, ByLaws of the Association and the Rules and Regulations adopted pursuant thereto. Membership may not be transferred separate and apart from a transfer of ownership of a lot or parcel. Membership commences upon

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acquisition, and terminates upon sale or transfer, of an Owner's interest in a lot or parcel, whether voluntary or involuntary. Copies of the Articles of Incorporation and ByLaws are attached hereto.

2. Voting Rights. For purposes of voting rights only, the Association has two categories of membership, i.e. regular membership, and declarant membership.

(a) Regular Membership. Members are entitled to one vote for each lot owned; provided, however, that multiple Owners of a lot have only one aggregate vote for such lot.

(b) Declarant Membership. The Declarant member(s) shall at all times have that number of votes equal to three times the total number of votes then held by regular members, plus one. Declarant membership shall terminate and be converted to regular membership on the turnover date. If there is more than one declarant member, they shall cast their votes as they may among themselves determine, and in the absence of such agreement, the original declarant, or its designees shall cast all votes of the declarant members.

3. Election of Board of Directors. Directors of the Association shall be elected and removed, and vacancies on the Board shall be filled as provided in the ByLaws.

4. Control of Board During Development. During the time that Declarant has more votes than the regular members, Declarant shall have the right to designate, elect and remove the members of the Board, and the Directors so designated by declarant need not be members.

ARTICLE IV

BUILDING RESTRICTIONS

The following restrictions, maintenance obligations and covenants are applicable to all Lots in ROSEDALE 9.

1. Plan and Construction of Units. ROSEDALE 9 is designed as a zero lot line subdivision, based upon building plans for Units to be constructed on said Lots developed by Declarant. Accordingly, the plans and specifications for any Lot to be constructed in ROSEDALE 9 must be reviewed and approved by Declarant. It is the intention of Declarant that the homes constructed in ROSEDALE 9 be of a substantially uniform character, design and appearance on a street. Notwithstanding the above intention, Declarant reserves the right to grant a variance or exceptions to its previously determined parent's restriction.

2. Exterior Appearance. Because of Declarant's intention to provide for a substantially uniform design in ROSEDALE 9, no modification or alteration in the outside appearance shall be performed without the approval of the Architectural Review Committee of the Master Association.

3. Landscaping. The Association shall be responsible for the maintenance of all exterior landscaping on the front, side and rear of each unit in ROSEDALE 9, including, but not limited to, mowing of lawns, selection, approval and installation of shrubbery, hedges, trees and other matters of landscaping. Each unit with a pool enclosed with a screen or other material shall have a hedge along the entire exterior of such enclosure. The Association shall determine the types and location of all landscaping and plants installed on any lot.

4. Fences. The Declarant may, but is not obligated to, construct fences between individual Units to afford privacy and protection of the individual Unit Owners rear yards. In the event that such fences are constructed, the Association shall be responsible for the maintenance and replacement of any said fence thereby installed. If a fence is not installed between any two Units, the Association may, but is not obligated to, construct a fence similar in appearance to other fences

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that may have been previously installed between any other Lots and Homes in the Association's sole discretion.

5. Size of Dwellings. Residential Homes erected on any Lot in ROSEDALE 9 shall contain at least 1,300 square feet of enclosed living area.

6. Confirmation of Master Declaration. Except as provided and modified herein, all other building restrictions and maintenance obligations provided in the Master Declaration for ROSEDALE are hereby confirmed as valid and binding restrictions for the Lots and Homes in ROSEDALE 9.

ARTICLE V

ASSESSMENTS BY HOMEOWNERS ASSOCIATION

1. Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots or Units in ROSEDALE 9 in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in its Articles of Incorporation and Bylaws.

2. Special Assessments. The Association shall also have the right to levy special assessments from time to time against all Lots or Units in ROSEDALE 9 in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Landscaping Assessment. In addition to the assessments provided for herein, the Association shall provide for and collect a landscaping assessment for each Lot in an amount to be set by the Association. Said assessment shall cover the maintenance of the landscaping installed by the Association. This fee shall not be construed to cover the initial installation and purchase of landscaping for any Lot. This assessment may be changed, increased or decreased, by the Association when the cost and expenses of such maintenance exceeds the amounts to be collected under this assessment.

4. Assessments Levied Pro Rata. All assessments levied by the Association, whether annual or special, shall be on the basis of one share per Lot or Unit so that each owner of a Lot or Unit shall bear an equal pro rata share of the expenses of the Association.

5. Assessments Against New Lots or Units. In the event any Lot or Unit becomes subject to the terms of this Declaration subsequent to January 1 of any year, the first assessment shall be prorated for the remainder of the then current month. With respect to any special assessments, only those Lots or Units that are subject to the terms of this Declaration as of the date on which the Board of Directors of said association levies the special assessment shall be liable for such special assessment, and such special assessment shall not be charged to or be a lien against any Lot or Unit made subject to this Declaration thereafter.

6. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in the Association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

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7. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner or owners of the Lot or Unit against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

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

(a) The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot or Unit, and all improvements thereon, upon the adoption of any assessment or imposition of any fee or expense as provided herein.

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

(c) It is the intent hereof that the aforesaid lien against each individual Lot or Unit shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Manatee or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot or Unit prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such lot); provided, however, that such subordination shall not apply to any fee, expense, or assessment which becomes due and payable after a sale or transfer of the Lot or Unit pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

ARTICLE VI

EASEMENTS

1. Maintenance Easement. Perpetual Easements are granted to each Lot over and across the Lots on either side thereto for the purposes of ingress and egress to allow the Declarant or any Owner for reasonable access to perform repairs and maintenance on the dwelling constructed on said Lot. The person exercising its rights under this Easement shall exercise ordinary care in their actions so as to prevent any damage or injury to the property of the adjoining Lot and to avoid unreasonable interruptions or interference with the peaceful enjoyment of the use of the adjoining Lot.

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2. Eaves, Drainage Easement. There is a likelihood that the eaves of any home constructed on a Lot shall encroach on the boundary of the adjoining Lot. In addition, drainage from the roof of any home will likely drain off said roof onto the adjoining Lot. There is hereby reserved a perpetual easement for each Lot for an overhang of eaves onto said Lot and for the drainage of water from the roofs and lands of each Lot onto the adjoining Lot.

3. Association Easement. There is hereby reserved to the Association a perpetual easement for ingress and egress onto the Lots for the purposes of performing the Association's obligations hereunder, including, but not limited to, the installation and maintenance of the landscaping installed by the Association, and the irrigation lines installed by the Association and any fence installed and maintained as provided herein.

ARTICLE VII

COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

(a) A right of entry upon the Common Area is hereby granted to the Manatee County law enforcement officers, health and pollution control personnel, emergency service personnel and fire fighting personnel while in pursuit of their duties.

(b) Notwithstanding anything herein contained to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

(c) No lands in the Common Areas shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

(d) In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

(e) Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

(f) Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

ARTICLE VIII

GENERAL PROVISIONS

1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Declarant, the Association or the owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this Declaration

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shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period, (a) members of the Association holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (b) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of said association and recorded in the Public Records of Manatee County.

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Declarant, the Association or any Lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs, shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by Declarant or the Association but not attorney's fees incurred by any Lot owner in bringing an action against another Lot owner. Failure by Declarant, the Association, or any Lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto. Declarant shall not in any way be held liable or held responsible for any violation of this Declaration by any persons or party and Declarant shall not in any way be held liable or responsible for the enforcement of the covenants and restrictions contained herein. None of the foregoing restrictions and covenants set forth in Article III shall apply to the Declarant during the period of construction of the improvements on the Lots.

3. Assignment by Declarant. Declarant may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the Association, or to any other corporation, association or person.

4. Sales Activities. Notwithstanding any provision hereinabove to the contrary, until Declarant has completed, sold and conveyed all of the Lots within the Subdivision, neither the owners, nor the Association, nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and other sales activity of Declarant.

5. Severability. Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

6. Amendment. This Declaration may be amended at any time and from time to time upon the approval of members of the Association holding at least two-thirds (2/3) of the voting rights and upon the approval of the Master Association in accordance with its provisions relating to the amendment of the Master Declaration. The amendment shall become effective upon recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said association; provided, however, that until the Turnover Date, no amendment shall be effective without Declarant's express written joinder and consent. This Declaration may also be amended at any time or times prior to the Turnover Date by Declarant upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

7. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its undersigned duly authorized officers, this 4 day of June, 1996.

NEWTON DEVELOPMENTS, INC., a
Florida Corporation

By: *P. M. Hogan*
PATRICK M. HOGAN
As Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me this 4 day of June, 1996, by PATRICK M. HOGAN, as Vice President of NEWTON DEVELOPMENTS, INC., a Florida Corporation, who is personally known to me and who did not take an oath.

My Commission Expires:

(NOTARIAL SEAL)

Howard L. Russ
Notary Public
Print Name:



HOWARD E. RUSS
Notary Public, State of Florida
My Comm. Exp. Aug. 7, 1997
Comm: No. CC 29860A

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Exhibit "A"

LEGAL DESCRIPTION: (ROSEDALE 9)

A PARCEL OF LAND BEING AND LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE N.00°29'51"W., ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 485.82 FEET; THENCE N.64°59'28"W., A DISTANCE OF 461.48 FEET TO A POINT ON A CURVE WHOSE RADIUS BEARS S.64°58'48"E., A DISTANCE OF 850.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'57", A DISTANCE OF 84.80 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 403.62 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°31'06", A DISTANCE OF 67.05 FEET FOR A POINT OF BEGINNING, SAID POINT ALSO KNOWN AS POINT "A", ALSO SAID POINT BEING ON A CURVE WHOSE RADIUS BEARS S.06°17'02"E., A DISTANCE OF 4912.73 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE NORTHERLY LINE OF PARCEL 1, OF ROSEDALE 4, A GOLF COURSE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 50 THROUGH 69, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THE FOLLOWING TEN (10) COURSES AND DISTANCES; SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°14'30", A DISTANCE OF 192.22 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 395.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°11'19", A DISTANCE OF 359.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.46°20'13"W., A DISTANCE OF 108.47 FEET; S.43°39'47"W., A DISTANCE OF 288.35 FEET; THENCE N.46°20'13"W., A DISTANCE OF 77.33 FEET; THENCE N.43°39'47"E., A DISTANCE OF 10.00 FEET; THENCE N.46°20'13"W., A DISTANCE OF 42.67 FEET; THENCE S.43°39'47"W., A DISTANCE OF 7.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF SAID ROSEDALE 4, THROUGH A CENTRAL ANGLE OF 178°14'34", A DISTANCE OF 155.55 FEET; THENCE S.83°42'58"W. LEAVING SAID NORTHERLY LINE OF ROSEDALE 4, A DISTANCE OF 31.57 FEET; THENCE N.46°20'13"W., A DISTANCE OF 40.61 FEET; THENCE S.43°39'46"W., A DISTANCE OF 18.32 FEET; THENCE N.32°56'18"W., A DISTANCE OF 79.05 FEET; THENCE N.43°39'47"E., A DISTANCE OF 128.34 FEET; THENCE S.46°20'13"E., A DISTANCE OF 25.00 FEET; THENCE N.43°39'47"E., A DISTANCE OF 275.35 FEET; THENCE N.46°20'13"W., A DISTANCE OF 261.02 FEET; THENCE S.43°39'47"W., A DISTANCE OF 26.65 FEET; THENCE N.46°20'13"W., A DISTANCE OF 108.03; THENCE N.32°08'53"E., A DISTANCE OF 90.17

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FEET; THENCE S.46°20'13"E., A DISTANCE OF 18.00 FEET; THENCE N.43°39'47"E., A DISTANCE OF 31.41 FEET; THENCE N.78°26'43"E., A DISTANCE OF 37.23 FEET TO A POINT ON A CURVE WHOSE RADIUS BEARS S.71°33'14"E., A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 163°24'24", A DISTANCE OF 142.60 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.46°20'13"E., A DISTANCE OF 0.66 FEET; THENCE N.43°39'47"E., A DISTANCE OF 42.66, THENCE N.46°20'13"W., A DISTANCE OF 18.00 FEET; THENCE N.56°45'28"E., A DISTANCE OF 79.40 FEET; THENCE S.46°20'13"E., A DISTANCE OF 47.67 FEET; THENCE S.60°55'00"E., A DISTANCE OF 59.59 FEET; THENCE S.46°20'13"E., A DISTANCE OF 115.34 FEET; THENCE S.41°22'54"E., A DISTANCE OF 57.89 FEET; THENCE S.56°10'27"E., A DISTANCE OF 58.53 FEET; THENCE S.65°27'49"E., A DISTANCE OF 61.04 FEET; THENCE S.51°17'32"E., A DISTANCE OF 57.89 FEET; THENCE S.31°45'26"E., A DISTANCE OF 119.18 FEET; THENCE S.45°20'37"E., A DISTANCE OF 57.68 FEET; THENCE S.43°39'47"W., A DISTANCE OF 14.00 FEET; THENCE S.46°20'13"E., A DISTANCE OF 20.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 105.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°11'19", A DISTANCE OF 95.64 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5202.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°16'13", A DISTANCE OF 115.34 FEET TO A POINT ON THE WESTERLY LINE OF ROSEDALE 6-A, A GOLF AND TENNIS CLUB COMMUNITY, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 39 THROUGH 42 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID ROSEDALE 6-A THE FOLLOWING SIX (6) COURSES AND DISTANCES, S.25°31'59"E., A DISTANCE OF 8.18 TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 288.62 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°35'58", A DISTANCE OF 113.83 FEET TO A POINT ON A CURVE WHOSE RADIUS BEARS S.07°04'18"E., A DISTANCE OF 5082.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°46'38", A DISTANCE OF 68.95 FEET TO A POINT ON SAID CURVE; THENCE S.18°47'21"W., A DISTANCE OF 55.27 FEET TO A POINT ON A CURVE WHOSE RADIUS BEARS S.06°33'40"E., A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°30'06", A DISTANCE OF 95.56 FEET TO A POINT OF COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 403.62 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°16'36", A DISTANCE OF 58.31 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN PORTION OF ROSEDALE 4, A GOLF COURSE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 50 THROUGH 69

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OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCEMENT AT THE AFOREMENTIONED POINT "A"; SAID POINT BEING ON A CURVE WHOSE RADIUS BEARS S.06°17'02"E., A DISTANCE OF 4912.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF AFOREMENTIONED ROSEDALE 4, A GOLF COURSE, THE FOLLOWING TEN (10) COURSES AND DISTANCES, THROUGH A CENTRAL ANGLE OF 02°14'30", A DISTANCE OF 192.22 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 395.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°11'19", A DISTANCE OF 359.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.46°20'13"W., A DISTANCE OF 108.47 FEET; THENCE S.43°39'47"W., A DISTANCE OF 288.35 FEET FOR A POINT OF BEGINNING; THENCE N.46°20'13"W., A DISTANCE OF 77.33 FEET; THENCE N.43°39'47"E., A DISTANCE OF 10.00 FEET; THENCE N.46.20'13"W., A DISTANCE OF 42.67 FEET; THENCE S.43°39'47"W., A DISTANCE OF 7.00 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°11'23, A DISTANCE OF 21.03 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°32'30", A DISTANCE OF 29.27 FEET; THENCE LEAVING SAID NORTHERLY LINE OF ROSEDALE 4, S.60°59'06"E., A DISTANCE OF 99.87 FEET; THENCE N.43°39'47"E., A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.36 ACRES MORE OR LESS

EX 1496 PG 349
R.B. SHARP CLERK OF CIRCUIT COURT MANATEE COUNTY FL
FILED AND RECORDED 08/28/96 11:52AM 10 of 10

Amendments to Covenants

**Declaration of Covenants, Conditions and Restrictions
For Rosedale 9, A Golf And Tennis Club Community Subdivision**

(Additions are indicated by underline, deletions by ~~striketthrough~~)

Article IV. Number 2. Exterior Appearance. Because of Declarant's intention to provide for a substantially uniform design in ROSEDALE 9, no modification or alteration in the outside appearance shall be performed without the approval of the Architectural Review Committee of ROSEDALE 9 and/or the Master Association.

Article IV. Number 4. Fences. The Declarant may, but is not obligated to, construct fences between individual Units to afford privacy and protection of the individual Unit Owners side and rear yards. In the event that such fences are constructed, the Association ~~Association~~ individual homeowner shall be responsible for the maintenance and replacement of any said fence thereby installed. If a fence is not installed between any two Units, the Association may, but is not obligated to, construct a fence similar in appearance to other fences that may have been previously installed between any other Lots and Homes in the Association's sole discretion.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ROSEDALE 9, A GOLF AND TENNIS
CLUB COMMUNITY SUBDIVISION

ARTICLE IV
BUILDING RESTRICTIONS

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

2. Exterior Appearance. ~~Because of the Declarant's intention to provide for substantially uniform design in Rosedale 9, n~~No modification or alteration in the outside appearance of any Lot or Dwelling in Rosedale 9 shall be performed without first obtaining the written approval of the Architectural Review Committee of Rosedale 9 and the Rosedale Master Association.

No building, fence, wall or other structure, lawn or landscaping improvements or exterior change, addition, or alteration shall be commenced, erected or maintained upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography to the Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove such design or location within forty-five (45) days after said plans and specifications have been submitted to it in full, approval will not be required and this paragraph, shall be deemed to have been fully complied with, as it concerns Rosedale 9.

The Architectural Review Committee, if one exists at the time, and if not, the Board of Directors, may propose and the Board of Directors may adopt, guidelines regulating the size, shape, materials, colors, placement, heights or other dimensions, style or appearance of exterior changes and improvements and owners shall be bound by same. Approval may not be given until written notice of intent to perform the work has been submitted by the Owner proposing the modification to those neighbors with adjoining lots. Owner accepts all responsibility for cleanup and repair which may be necessary on adjacent Lots resulting from the work performed. Owners shall provide the Owner performing work reasonable where necessary, but at no point shall Owners be responsible or obligated to provide an easement or other legal grant of access to any other Owner. Approval given by the Association pursuant to this provision shall be subject to approval or permitting from any state or local government or agency requiring same and the Association shall not be liable for any costs or damages incurred by a Lot Owner who fails to obtain such necessary third-party approval.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ROSEDALE 9, A GOLF AND TENNIS
CLUB COMMUNITY SUBDIVISION

ARTICLE VIII
GENERAL PROVISIONS

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

6. Amendment. This Declaration may be amended at any time and from time to time upon the approval of the members of the Association holding at least ~~two-thirds~~fifty-one percent (~~2/3~~51%) of the voting rights and upon the approval of the Master Association in accordance with its provisions related to the amendment of the Master Association. The amendment shall become effective upon recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of the association; ~~provided however, that until the Turnover Date, no amendment shall be effective without Declarant's express written joinder and consent. This Declaration may also be amended at any time or times prior to the Turnover Date by Declarant upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.~~

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ROSEDALE 9, A GOLF AND TENNIS
CLUB COMMUNITY SUBDIVISION

ARTICLE VIII
GENERAL PROVISIONS

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

8. Leases. Entire Lots within the Association may be leased upon Association Approval and upon adherence to the following criteria:
- a) No Lot shall be leased or rented without the prior written approval of the Association. An Owner shall be prohibited from leasing its Lot more than three (3) times per calendar year and for a term of no less than two (2) months. The Board shall have the right to charge a screening fee in the maximum amount permitted by law. An owner shall not be eligible to lease a Lot until they have been the record owner of the Lot for six (6) months or more.
 - b) Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of the Association Documents, or other applicable provisions of any agreement or instrument governing the Association or administered by the Association. In the event the lease does not contain such a right, the lease will be interpreted as providing the Association such a right to terminate the lease, as though the term were explicit therein.
 - c) Notice: An Owner intending to lease his Lot must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board shall require. Failure to provide notice shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. The Board of Directors may promulgate, and require use of, a uniform form of Lot lease, for any lease.
 - d) Approval: Approval or disapproval of a proposed tenant shall be delivered to the Lot owner proposing the lease, in writing, at his or her Lot within fifteen (15) days after the Association's receipt of his application. The Association may deny the Owner permission to lease any Lot on grounds the Association may determine as further detailed in this section. The Association may charge a fee for review of the tenant application not to exceed the provisions of Florida Law related to transfer fees, as it may be amended from time to time.

The prospective tenant shall make himself available for a personal interview, if desired by the Board, prior to approval of the tenancy. Within fifteen (15) days after receipt of a fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed lease. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form, if demanded by the Owner of the

leased Lot. Failure of the Association to respond in writing with approval or disapproval within thirty-days of the last date to occur above, shall constitute approval.

- e) Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:
 - i. The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Association Documents.
 - ii. The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator or has been convicted or pled no contest to a felony.
 - iii. The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or association or by conduct in this Association as a Lot Owner, Tenant, or Occupant.
 - iv. The person seeking approval failed to provide the information, transfer fee, or failed to appear as required to process the application in a timely manner.
 - v. Assessments, fines, and other charges against the Lot or due from the Lot Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
- f) Violation: In the event of a Lot occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days after the mailing of notice by certified or registered letter to the owner of the Lot with a copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Lot owner to evict such lessee or occupant and in such event the Lot owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Lot shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules, and other Association documents. The Lot owner shall be jointly and severally liable with the tenant to the Association for any and all damages to the Association property caused by the acts or omissions of the lessee as well as any claim for injury or damage caused by the lessee. (as determined in the discretion of the Board of Directors).
- g) There shall be no subleasing of Lots, or renewal of leases without application to and approval by the Association. A sublease, if approved, shall be considered a new lease transaction for purposes of this Section. Renewal applicants are not required to remit the application fee, which may be charged by the Association.
- h) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest, Occupant or Invitee which is unrelated (as defined as having no relationship to

the Lot Owner by at least second-degree sanguinity, law or marriage) to the Lot Owner, and which is present in a Lot for a period of fourteen (14) days within any calendar year will, for the purposes of this Declaration, be considered a Tenant and therefore be subject to all lease and tenancy requirements of this Declaration regardless of whether a written lease exists). Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Lot by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant, provided the Owner remains in occupancy of the Lot or unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Lot by blood, marriage, or legal adoption shall still adhere to the provisions of this regarding interview by the Board of Directors and submission to a background check and be subject to disapproval as set forth in this Article.

- i) Subordination: All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.
- j) In the event the Board approves a rental or lease, such approval of a lease or rental shall not release the Lot Owner from any obligation under the Declaration, and either the lessee or the Lot Owner shall have the right to use the facilities and Common Elements, to the exclusion of the other party. The Association shall have the right to adopt rules to prohibit dual usage by a Lot Owner and a tenant of Association property and Common Elements otherwise readily available for use generally by Owners.
- k) The terms of this leasing provision shall be effective upon any license, agreement, contract or agreement for occupancy, with or without compensation to the Lot Owner, as facilitated by home-sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may become utilized now or in the future.

RATIONALE FOR CHANGES TO ROSEDALE 9 CC&R'S

October 14, 2020

Background

Our Association was established over 20 years ago. Since that time, many changes have been made to Florida Statutes and situations have arisen that can only be addressed via our Rosedale 9 CC&Rs. Our association attorney was asked, and completed, a review of our CC&R's and made a number of recommendations for the board's consideration. After much discussion and modifications, the board has reached consensus on seven (7) changes to our documents. Please read each proposed CC&R along with the supporting information provided below. Should you have a question, please contact Mark Dillon (630-291-0216) or Mike Zinn (941-758-0044).

Article IV. Building Restrictions

2. Exterior Appearance

This change states that no work of any kind to the surface or structure of the exterior of a home in Clubview Crossings can begin before receiving approval by the ARC of Rosedale 9 and the Master Association.

- Plans, specifications, materials and locations must be submitted in writing.
- The ARC can adopt reasonable guidelines regulating changes and improvements.
- Neighbors must be informed when construction work is to begin and ensure that debris is removed from neighbor's courtyard.

Article VIII. General Provisions

2. Enforcement

This amendment states that homeowners must comply with the CC&R's and states that:

- Homeowners are held responsible for any negligence on their part.
- Vendors contracted must provide insurance and licensing to the board of directors via the ARC submission form.
- The association can recover any expenses prior to any litigation when a resident has been negligent or not in compliance.

Article VIII. General Provisions

6. Amendment

Over the years, our requirement for a 2/3 vote to amend our CC&R's has made it difficult to gather enough proxies and people attending our annual meeting to make necessary changes to our documents. Most homeowner associations use a simple majority (51%) to make changes to their CC&R's.

- The new language would require 51%, or 24 of our 46 residents to approve changes to our CC&R's.
- Changes would still require the approval of the Master Association.

Article VIII. General Provisions

7. Fining. Fining Authority

Currently, our association does not have the ability to levy fines when a resident does not comply with our CC&R's. This new language:

- Provides the association with the necessary leverage to motivate residents to comply with our rules and regulations.
- Creates an appeals committee process to resolve specific issues.

Article VIII. General Provisions

8. Leases

There is no leasing language in our current documents. Currently, seven (7) of our 46 homes have short or long-term rentals and over the years, the board has had issues with several short-term renters. To ensure a sense of community, exert greater control and reduce the number of turnover renters, it is important that we have a policy and procedure in place.

- A homeowner must be the Lot owner for six (6) months before being able to rent/lease their property.
- The minimum rental period is two (2) months and a home can be rented/leased three (3) times in a year.
- The homeowner must complete a Leasing Form and submit it to the association fifteen (15) days prior to the starting date.
- The homeowner (and leasing agent) will be provided with Rosedale 9 rules, regulations and procedures.

Article VIII. General Provisions

9. Nuisances

Our documents do not provide for adequate nuisance restrictions.

- This amendment restricts the playing of loud music, musical instruments, television, etc. between the quiet hours of 10:00 pm and 8:00 am.
- Homeowners must maintain their lot in good condition and make necessary repairs.

- Residents are not permitted to do anything on their lot that would increase the insurance rate or interfere with the rights of others.

Article VIII. General Provisions

10. Pets

While the Master Association CC&R's do contain a section on animals, our attorney advised us to include several restrictions.

- The new language identifies the type of pets allowed, a maximum weight of 125 pounds for a pet and 3 total pets.
- Homeowners must register and present license and current vaccination to receive approval for their pet(s) from the association.
- The association can establish reasonable pet rules and regulations.

Supported by Rosedale 9 Board of Directors

George Barletta
Lucy Clancy
Mark Dillion
Kathy Jongsma
Carol Spangler
Mike Sullivan
Mike Zinn

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ROSEDALE 9, A GOLF AND TENNIS
CLUB COMMUNITY SUBDIVISION

ARTICLE VIII
GENERAL PROVISIONS

*[Substantial rewording of declaration. See provision for present Text.
Provisions not explicitly addressed remain unchanged by this amendment.]*

2. **Enforcement.** Compliance and Default. Each Lot Owner, and their employees, tenant, guest, invitee, agents, lessees and every occupant and guest of an occupant of an Lot in the Association shall be governed by and shall comply with the terms of this Declaration of Covenants Conditions and Restrictions and all exhibits annexed thereto, the bylaws, articles of incorporation and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Lot Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by Florida Statute Section 720:
- a) Negligence. A Lot Owner shall be jointly and severally liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family, his or their guests, employees, agents, or lessees. Any vendor contracted by a Lot Owner to perform changes or updates to the improvements within the Lot must provide insurance and licensing credentials to the board of directors in advance of proceeding with work contracted for.
 - b) Compliance. In the event a Lot Owner or occupant fails to maintain his Lot or fails to cause a Lot to be maintained, fails to observe and perform the duties required under all of the provisions of the Declaration of Covenants Conditions and Restrictions, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Association, in the manner required, or otherwise requires the Association to take legal action through the Association's legal counsel to enforce its Declaration, By-Laws, Articles of Incorporation, Rules and Regulations or the Homeowners Association Statute, the Association shall have the right to proceed in a court of law or equity to require performance and injunctive relief, to impose fines in the maximum amount allowable by law, to sue in a court of law for damages resulting from such action, to undertake pre-suit mediation where mandated by the Homeowner's Association Act, to suspend use

rights, to assess the Lot Owner for the sums necessary to do whatever work is required to put the Lot Owner or Lot in compliance with the Declaration of Covenants Conditions and Restrictions, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Association, and to collect such assessment in the manner set forth in Florida Statute Section 720.3085 and have a lien for such Assessment and have a lien therefor as elsewhere provided. In addition, the Association shall have the irrevocable right, for itself and its employees and agents, to enter upon a Lot upon 48 hours written notice delivered or posted at the Lot, and noticed via electronic mail if consent to receive notice by electronic means was received by the Association prior to the event requiring intervention, and perform the necessary work to enforce compliance with the above provisions, without having committed a trespass or incurred any other liability to the Lot Owner. The notice requirements of this provision shall not be necessary in the event exigent circumstances are present in the affected Lot.

- c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Lot Owner to comply with the requirements of the Florida Statute Section 720, this Declaration, articles, bylaws, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

In addition to the Association's ability to claim prevailing party attorney fees and costs after filing suit, the Association shall be entitled to recovery of its costs, attorney fees, mailing and copy expenses, incurred by its legal representative prior to filing suit, a petition for arbitration, or engaging in pre-suit mediation, against the Lot Owner, their employees, tenant, guest, invitee, agents, lessees and every occupant and guest of an occupant due to non-compliance with the Homeowner's Act, Declaration, Articles, Bylaws, the exhibits annexed thereto, or the rules and regulations.

Such recoverable costs, attorney fees, mailing and copy expenses shall include but not be limited to, demand letters, settlement agreements, negotiation between the parties, communication with the parties, and all other actions reasonably undertaken by legal counsel for the Association prior to proceeding with litigation, mediation, or arbitration. Such amounts shall be recoverable against the Lot as a Money Judgment however, it

shall not be considered an assessment for common expenses or be foreclosed, secured by lien, or otherwise pursued in the same manner as an assessment under Section 720.3085.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ROSEDALE 9, A GOLF AND TENNIS
CLUB COMMUNITY SUBDIVISION

ARTICLE VIII
GENERAL PROVISIONS

*[Substantial rewording of declaration. See provision for present Text.
Provisions not explicitly addressed remain unchanged by this amendment.]*

7. **Fining. Fining Authority.** The Board of Directors of the Association, its successors, appointees, and assigns, shall have the power to levy fines against Lot Owners for violations of the rules regulations, and restrictions established by the Association to govern the conduct of occupants in the community. The Association shall have the ability, without waiving the other remedies for enforcement provided by these governing documents, to levy fines consistent with Florida Statute Section 720.305, as amended from time to time. The fines shall be \$100.00 per day up to \$5,000.00 in aggregate for each individual, ongoing violation of this Declaration. Multiple violations on a lot shall result in individual fines for each violation. Fines may become a lien against the Lot upon reaching \$1,000.00.

The Board of Directors, its successors, appointees, and assigns, may impose a fine against a Lot Owner, or each violation by the owner, or his or her tenants, guests, or visitors, of the Declarations, Articles, By-Laws, or rules or regulations, and a separate fine for each repeat violation; provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine.

a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- i. A statement of the date, time, and place of the hearing;
- ii. A statement of the provisions of the Declaration, Articles, By-Laws, rules or regulations that have been allegedly violated; and
- iii. A short and plain statement of the matters asserted by the Association.

b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

The hearing shall be conducted before a committee of not less than three (3) Lot Owners appointed by the Board, none of whom may then be serving as a director, officer, or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied. The committee is not empowered to lower, increase, or otherwise negotiate the terms of the fine. The committee shall confirm or reject the fine in the same form as the fine is levied by the board. Any fine shall be noticed to the affected parcel owner or tenant by regular U.S. first class mail or hand delivery.

c) The Board of Directors shall have the authority to adopt rules, regulations, and policies to fully implement its fining authority.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ROSEDALE 9, A GOLF AND TENNIS
CLUB COMMUNITY SUBDIVISION

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE VIII
GENERAL PROVISIONS

*[Substantial rewording of declaration. See provision for present Text.
Provisions not explicitly addressed remain unchanged by this amendment.]*

9. **Nuisances.** In addition to other obligations and duties set forth in this Declaration, every Owner, tenant, and occupant shall abide by the following regulations as necessary for maintaining quiet enjoyment within the Association:
- a) Each Owner or occupant shall maintain his Lot in good condition and repair and each Owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered his Lot.
 - b) All parts of the property and Lot shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage is allowed to accumulate, nor any fire hazard allowed to exist, within the Lot. Furthermore, each Owner, Tenant and Occupant shall maintain the Lot in good condition and repair.
 - c) Common areas shall be used only for the purposes intended. No personal property belonging to the occupants shall be kept in such areas, temporarily or otherwise. The Association shall have the right, but not the obligation, to perform necessary maintenance and repairs in the event of exigent circumstances, including, but not limited to, shutting off utilities for Lots, landscaping and mowing, pest control, and repairs to structures which present an unsightly or dangerous condition. Any work performed by the Association under this section may be recoverable against the Lot Owner so benefitted as an assessment collectable in the same manner as an assessment under Florida Statute Section 720.3085.
 - d) No Owner or occupant may make or permit any disturbing noises on the Association property, whether made by himself, his family, friends, guests or vendors, nor may he do or permit to be done anything by such other person that would interfere with the rights comforts or other conveniences of other occupants.
 - e) Lot Owners, their occupants or tenants shall not permit the playing of any musical instrument, audio system, radio, television set or other sound generating device that interferes with the use rights, comforts, or other conveniences of the Members of the Association. The determination of such an infringement shall be made in the sole discretion of the board of Directors or such a committee as formed for that purpose.

- f) Lot Owners, their occupants or tenants shall not permit the use or operation of any device within the Lot during quiet hours which causes perceptible vibration, sound, hums, rhythm, or other auditory cues in adjacent Lots. Disturbance of Lot Owners during quiet hours shall be considered a violation of the Declaration of the Association, and subject to such enforcement as provided for therein. The quiet hours of the Association are designated as 10:00 pm to the following 8:00 am.
- g) No Lot shall be used in illegal or immoral acts or any use which violates any law, or governmental regulation.
- h) Lot Owners, their occupants or tenants, shall not permit or suffer anything to be done or kept in the Lot which would increase the insurance rates on his Lot or the common elements, or which will obstruct or interfere with the rights of other members.
- i) Patios shall not be utilized for bulk storage, including but not limited to, storage containers. No personal property is to be stored, placed, or displayed, on the sidewalks, landings, entrances, passages, or common elements appurtenant to the Lot.

Prepared by and Return to:
Robert L. Todd, Esquire
Association Assessment Attorneys, P.A.
111 2nd Ave. NE 539
St. Petersburg FL 33701
(727) 748-2435 (Telephone)
Rtodd@AssociationAA.com (Email)

CURATIVE NOTICE
SCRIVENER'S ERROR BY DECLARANT IN
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE
5-E HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, Newton Developments, Inc., (hereinafter Developer) being the scrivener of that DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5-E HOMEOWNERS ASSOCIATION, INC, (originally recorded at Manatee County Official Records Book 1430, Page 0618) and subsequently amended at official records book 1580 page 5258 who after being duly sworn, deposes and does hereby affirm :

1. The Declaration of DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5 A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION, which was originally recorded on March 17, 1994 at Official Records Book 1430 Page 618, and later amended to include Rosedale 5-E Homeowners Association, Inc. (hereinafter Association) on January 7, 1999 at official records book 1580 page 5258, all within Manatee County, Florida, contained a typographical error in the original recording which is hereby corrected as follows:
 6. Amendment. This Declaration may be amended at any time and from time to time upon the approval of the members of the Master Association holding at least two-thirds (2/3) of the voting rights and upon the recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said association; provided however, that until the Turnover Date, no amendment, shall be effective without Declarant's express written joinder and consent. This Declaration may also be amended at any time or ties prior to the Turnover Date by Declarant upon the recordation of an instrument executed by it; provided however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.
2. I have examined the official records of the county in which the Association is located and have determined that the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5 A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION, which was originally recorded on March 17, 1994 at Official Records Book 1430 Page 618, Manatee County, Florida, establishes an erroneous requirement for approval of amendments which excludes the Association from amendments. The provision was erroneous at the time of initial recording. The erroneous amendment requirement was due to scrivener's error in drafting the original DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5 A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION.

3. The affected Association and Rosedale Master Homeowner's Association, Inc., having reviewed and considered the same at a duly noticed board meeting, affix their acknowledgment and agreement to the Developer's attestation of scrivener's error.
4. This notice is made to establish that the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5-E HOMEOWNERS ASSOCIATION, INC. is intended to reflect the language set forth in paragraph 1 of this CURATIVE NOTICE and that all subsequent iterations of the Declaration were intended to include such language as the original language was erroneously copied and submitted for recording.
5. The MANATEE COUNTY CLERK OF COURT shall accept and record this curative notice as evidence of the intent of the Developer and Parties to the original, erroneous, declaration, to establish amendatory procedures consistent with the Association's governance and rights under Florida Statute Section 720.306.
6. This CURATIVE NOTICE and the corrections made herein, operate as a correction of the first erroneous Declaration, shall relate back to the record date of the original Declaration, and affect all subsequent iterations thereof.
7. The correction and remedy made herein is not exclusive to this notice and do not abrogate any right or remedy under the laws of this state.

FURTHER, AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2021.

Newton Developments, Inc.

By: _____
Patrick M. Hogan

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Patrick M. Hogan as Agent of Newton Developments, Inc., a Florida for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign _____
print _____
State of Florida at Large (Seal)
My Commission expires _____

ATTEST:

ATTEST:

Loran Balvanz, President Rosedale 5-E
Homeowners Association, Inc.

Lynne Woodman, President Rosedale
Master Homeowner's Association, Inc.

[Corporate Seal]

[Corporate Seal]

Links 2 HOA

Date: 30 November, 2020

Rosedale Master Homeowners Association (RMHOA)
c/o: Lynne Woodman, President

Lynne:

The purpose of this letter is to inform the RMHOA Board that on 19 November 2020 Links 2 Homeowners Association (HOA) held their annual meeting at the Rosedale Golf and Country Club. At that meeting, Links 2 had (13) residents present, and (27) proxies, which put us at 70% of our membership. The proxies appointed me with the authority to vote on any issues before the HOA and to count, as if in person, for the purpose of creating a quorum for that meeting.

Prior to the meeting, an amendment was added to the agenda, for the purposes of voting on that amendment, which stated that:

Article VIII, paragraph 6, of the Links Two Declaration of CC & R's be amended by deleting the following words from the first sentence, **"and upon the approval of the Master Association in accordance with its provisions relating to the amendment of the Master Association"**.

The subsequent vote was unanimous in favor of the proposed amendment.

Accordingly, Links 2 recommends that the RMHOA Board approve the amendment, which would allow the Association to move forward, and file it with Manatee County.

Please find the attached page from Links 2 CC & Rs.

Respectfully,

Rich Toscano
President, Links 2 HOA

Cc:
All Links 2 Board Members
Paul Meehan, Chair of RMHOA Legal/Turnover Committee

5. Severability. Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

6. Amendment. This Declaration may be amended at any time and from time to time upon the approval of members of the Association holding at least two-thirds (2/3) of the voting rights and upon the approval of the Master Association in accordance with its provisions relating to the amendment of the Master Declaration. The amendment shall become effective upon recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said association; provided, however, that until the Turnover Date, no amendment shall be effective without Declarant's express written joinder and consent. This Declaration may also be amended at any time or times prior to the Turnover Date by Declarant upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

7. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

8. Notice to Buyers. In accordance with a request from the Manatee County approval of this development, prospective purchasers are hereby informed that:

- (a) An emergency access and pedestrian tie will be made to Malachite Drive.
- (b) 44th Avenue East is designated as a Major Thoroughfare and will be extended over I-75 sometime in the future.
- (c) The existing amenities of Rosedale Golf and Country Club are available for use by the prospective purchasers in accordance with whatever membership category they decide to join. All lot owners in this Association are required to have as a minimum, a Social Membership in Rosedale Golf & Country Club by reason of lot ownership.
- (d) Manatee County has no obligation relative to Williams Creek to maintain, change, improve, clean repair erosion or restore the natural changes in the course of the stream bed.

ARTICLE IX

MASTER DECLARATION OF COVENANTS

1. Master Planned Community. LINKS TWO, a Golf and Tennis Club Community is part of a larger master planned community, which is governed and operated by **ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC.** (herein, the "Master Association"). The Association is a neighborhood association located within the master planned community. For a list of Holdings see attached Exhibit "D".

2. Subject to Declaration and Master Declaration. As such, the LINKS TWO lots and lot owners are subject to the Declaration of Covenants, Conditions and Restrictions of Rosedale Master Homeowners Association, Inc. a Golf and Tennis Club Community Subdivision (originally recorded at Official Records Book 1496, Page 360 et seq. of the Public Records of Manatee County, Florida) and the Master Declaration of Covenants, Conditions and Restrictions for Rosedale, a Golf and Tennis Club Community Subdivision (originally recorded at Official

Prepared by and Return to:
Robert L. Todd, Esquire
Association Assessment Attorneys, P.A.
111 2nd Ave. NE 539
St. Petersburg FL 33701
(727) 748-2435 (Telephone)
Rtodd@AssociationAA.com (Email)

CURATIVE NOTICE
SCRIVENER'S ERROR BY DECLARANT IN
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE
5-E HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, Newton Developments, Inc., (hereinafter Developer) being the scrivener of that DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5-E HOMEOWNERS ASSOCIATION, INC, (originally recorded at Manatee County Official Records Book 1430, Page 0618) and subsequently amended at official records book 1580 page 5258 who after being duly sworn, deposes and does hereby affirm :

1. The Declaration of DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5 A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION, which was originally recorded on March 17, 1994 at Official Records Book 1430 Page 618, and later amended to include Rosedale 5-E Homeowners Association, Inc. (hereinafter Association) on January 7, 1999 at official records book 1580 page 5258, all within Manatee County, Florida, contained a typographical error in the original recording which is hereby corrected as follows:

6. Amendment. This Declaration may be amended at any time and from time to time upon the approval of the members of the Master Association holding at least two-thirds (2/3) of the voting rights and upon the recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said association; provided however, that until the Turnover Date, no amendment, shall be effective without Declarant's express written joinder and consent. This Declaration may also be amended at any time or ties prior to the Turnover Date by Declarant upon the recordation of an instrument executed by it; provided however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

2. I have examined the official records of the county in which the Association is located and have determined that the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5 A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION, which was originally recorded on March 17, 1994 at Official Records Book 1430 Page 618, Manatee County, Florida, establishes an erroneous requirement for approval of amendments which excludes the Association from amendments. The provision was erroneous at the time of initial recording. The erroneous amendment requirement was due to scrivener's error in drafting the original DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5 A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION.

3. The affected Association and Rosedale Master Homeowner's Association, Inc., having reviewed and considered the same at a duly noticed board meeting, affix their acknowledgment and agreement to the Developer's attestation of scrivener's error.
4. This notice is made to establish that the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEDALE 5-E HOMEOWNERS ASSOCIATION, INC. is intended to reflect the language set forth in paragraph 1 of this CURATIVE NOTICE and that all subsequent iterations of the Declaration were intended to include such language as the original language was erroneously copied and submitted for recording.
5. The MANATEE COUNTY CLERK OF COURT shall accept and record this curative notice as evidence of the intent of the Developer and Parties to the original, erroneous, declaration, to establish amendatory procedures consistent with the Association's governance and rights under Florida Statute Section 720.306.
6. This CURATIVE NOTICE and the corrections made herein, operate as a correction of the first erroneous Declaration, shall relate back to the record date of the original Declaration, and affect all subsequent iterations thereof.
7. The correction and remedy made herein is not exclusive to this notice and do not abrogate any right or remedy under the laws of this state.

FURTHER, AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2021.

Newton Developments, Inc.

By: _____
Patrick M. Hogan

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Patrick M. Hogan as Agent of Newton Developments, Inc., a Florida for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign _____
print _____
State of Florida at Large (Seal)
My Commission expires _____

ATTEST:

ATTEST:

Loran Balvanz, President Rosedale 5-E
Homeowners Association, Inc.

Lynne Woodman, President Rosedale
Master Homeowner's Association, Inc.

[Corporate Seal]

[Corporate Seal]