

Prepared by and return to:
Robert L. Todd, Esq.
Association Assessment Attorneys, PA
111 2nd Ave. NE #539
St. Petersburg, FL., 33701
(727) 748-2435 (Telephone)
(727) 362-1285 (Facsimile)

CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROSEDALE HIGHLANDS, SUBPHASE D, UNIT-2A SUBDIVISION**

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions and Restrictions (herein, the "Declaration") for ROSEDALE HIGHLANDS, SUBPHASE D, UNIT-2A SUBDIVISION, were approved by at least two-thirds (2/3) of the voting rights of the membership and upon approval of the Master Association as attached hereto in the APPROVAL OF THE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEDALE HIGHLANDS, SUBPHASE D, UNIT-2A SUBDIVISION, as required by Article VIII, Section 6 of the Declaration. The Association certifies that it is still under control by NEWTON DEVELOPMENTS, INC. (Declarant) and, as such, the Declarant's express joinder and consent is attached hereto. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

The original Declaration for HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION NO. TWO, INC, a not-for-profit corporation was recorded at Official Records Book 01922, Page 6361 et seq. of the Public Records of Manatee County, Florida.

DATED this 14th day of January, 2013.

Signed, sealed and delivered
in the presence of:

HIGHLANDS ROSEDALE HOMEOWNERS
ASSOCIATION NO. TWO, INC.

sign: [Signature]

print: Mr. Bruce Gregory

sign: [Signature]

print: Scott Callaway

sign: Sharon Martel

print: Sharon Martel

sign: [Signature]

print: Nikki Orth

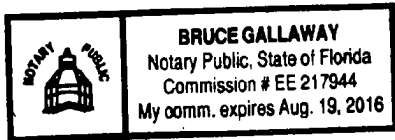
By: [Signature]
Gary Emigh, President

By: [Signature]
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17TH day of January, 2013, by Gary Emigh as President of HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION NO. TWO, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced FDL# E520981501260 as identification.

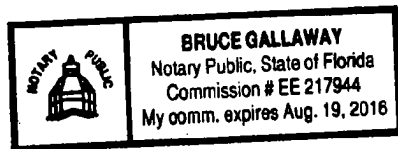


NOTARY PUBLIC

sign [Signature]
print M. Bruce Gallaway
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14TH day of January, 2013, by Lawrence DeBay as Secretary of HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION NO. TWO, INC, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FDL# D100530573370 as identification.



NOTARY PUBLIC

sign [Signature]
print M. Bruce Gallaway
State of Florida at Large (Seal)
My Commission expires:

Declarant hereby approves the attached amendments to the Declaration for ROSEDALE HIGHLANDS, SUBPHASE D, UNIT-2A SUBDIVISION, on this ___ day of _____, 2013.

Signed, sealed and delivered in the presence of:

Sign: [Signature]

Print: Gary Emig

Sign: [Signature]

Print: Patrick Hogan

NEWTON DEVELOPMENTS, INC.

By: [Signature]
Robert Hunt, President

Signed, sealed and delivered in the presence of:

Sign: [Signature]

Print: Gary Emig

Sign: [Signature]

Print: LINDA SARRO

ATTEST:

By: [Signature]
Patrick Hogan, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Manatee

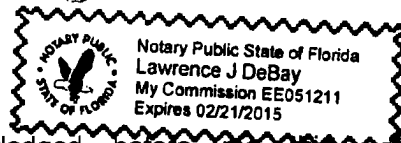
The foregoing instrument was acknowledged before me this 9 day of January, 2013, by Robert Hunt as President of Newton Developments, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: [Signature]
Print: Lawrence J. DeBay
State of Florida at Large (Seal)

My Commission expires:
02/21/2015

STATE OF FLORIDA
COUNTY OF Manatee

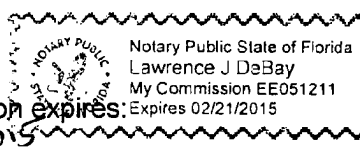


The foregoing instrument was acknowledged before me this 7 day of January, 2013, by Patrick Hogan as Secretary of Newton Developments, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: [Signature]
Print: Lawrence J. DeBay
State of Florida at Large (Seal)

My Commission expires:
02/21/2015



Prepared by and return to:
Robert L. Todd, Esq.
Association Assessment Attorneys, PA
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APPROVAL OF THE AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROSEDALE HIGHLANDS, SUBPHASE D, UNIT-2A SUBDIVISION

ROSEDALE MASTER HOMEOWNERS ASSOCIATION, INC. hereby consents to the amendment and restatement to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEDALE HIGHLANDS, SUBPHASE D, UNIT-2A SUBDIVISION (said Declaration is originally recorded at Official Records Book 01922 Page 6361 et seq. of the Public Records of Manatee County, Florida) that were approved at the December 18, 2012 special membership meeting and directs that this approval form be recorded with the Certificate of Amendment and Amended and Restated Declaration in the Public Records of Manatee County, Florida.

DATED this 4th day of January 2013.

Rosedale Master Homeowners Association, Inc.

By: Gary Emigh

Print: Gary Emigh

Position: President

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO
A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION**

Declarant and HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO, INC. (herein, the "Association" and "ROSEDALE HD-TWO") hereby adopt the following as the Declaration of Covenants, Conditions and Restrictions for HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO, INC.

WITNESSETH:

WHEREAS, the "Declarant" shall mean NEWTON DEVELOPMENTS, INC., a Florida Corporation.

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, HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO, INC. is subject to the Covenants, conditions and Restrictions contained in the Master Declaration and additionally as provided herein; and

WHEREAS, the Master Declaration provides for a Neighborhood, and HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO, INC. is, and is intended to be a Neighborhood; and

WHEREAS, Declarant has caused the HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO, 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 original Declaration of Covenants, Conditions, and Restrictions for ROSEDALE HIGHLANDS, SUBPHASE D, UNIT 2A a Subdivision was recorded at Official Records Book 1922, Page 6361 et seq. of the Public Records of Manatee County, Florida, and has been amended from time to time; and

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

WHEREAS, the membership of the Association desires to amend and readopt the covenants, conditions, restrictions and easements, which apply to HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO, INC. and benefit present and future owners of HIGHLANDS ROSEDALE HOMEOWNERS ASSOCIATION, NO. TWO, INC.;

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 acquisition, and terminates upon sale or transfer, of an Owner's interest in a lot or parcel, whether voluntary or involuntary, provided, however, that the foregoing provisions shall not be construed as completely terminating the membership of any member who may own two or more Lots as long as at least one Lot is owned by such member. Copies of the Articles of Incorporation and Bylaws are attached hereto.

2. Voting Rights. The voting rights for the members of the Association are as follows:

(a) Regular Membership. Members are entitled to one vote for each Assessment Share allocated to lots owned; provided, however, that multiple Owners of a single 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 HD-TWO.

1. Plan and Construction of Units. ROSEDALE HD-TWO 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 HD-TWO must be reviewed and approved by Declarant. It is the intention of Declarant that the homes constructed in ROSEDALE HD-TWO 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 HD-TWO, and to promote architectural and aesthetic construction of improvements in the community, all plans for proposed Construction work shall be submitted to the Master Association Architectural Review Committee for evaluation and approval prior to commencement of construction. There shall be no modification or alteration of the exterior appearance of any property without prior approval of the Architectural Review Committee of ROSEDALE HD-TWO and the Rosedale Master Association Architectural Review Committee.

3. Landscaping. The Association shall maintain all exterior landscaping on the front, side and rear of each unit in ROSEDALE HD-TWO, including, but not limited to the irrigation system, mowing and fertilization of lawns, trimming of shrubbery, hedges, trees and other matters of landscaping. As used in Article IV (3) the term "landscaping" shall mean plants, with the exceptions set forth below, that are planted in the ground and are not located within a screened enclosure. Each unit with a pool enclosed with a screen or other material shall have plantings along the entire exterior adjacent to the rear lot line of such enclosure. The Association shall the right to approve the types and location of all landscaping and plants installed on any lot.

- (a) Annuals planted are the responsibility of the owner to plant, maintain, and remove at the individual owners expense.
- (b) Shrubby, hedges, and trees that need to be replaced shall be removed and replaced at the individual owner's expense.
- (c) Tree trimming that exceeds the landscapers current contract height specification shall be done at the individual owner's expense.
- (d) Fruit trees or vegetables shall not be planted in the front yard and the ground area under any fruit trees or vegetables must not be visible from the front of the property. Fruit and vegetable plant maintenance is the sole responsibility of the individual owner. No fruit or vegetable is allowed to be on the ground for more than 7 days and is the responsibility of the individual owner to remove.
- (e) Maintenance that is the sole responsibility of owner may be completed by the Association and billed to the owner as an Individual Assessment as set forth in Article V (5) of this Declaration.

4. Painting of the exteriors. The Association shall have the right, but not the obligation, to assume the responsibility for the maintenance and cost of painting of the exteriors of the buildings and related improvements, including extended courtyard walls. The determination whether any building or dwelling is in need of painting shall be in the sole discretion of the Association's Board of Directors.

5. Size of Dwellings. Residential Homes erected on any Lot in ROSEDALE HD-TWO shall contain at least 1,600 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 HD-TWO.

ARTICLE V

ASSESSMENTS BY HOMEOWNERS ASSOCIATION

1. Classification of Assessments. There shall be four types of Assessments, (a) Annual Assessments, which shall be levied pursuant to Article V (2) for the payment of the Common Expenses; (b) Special Assessments, which shall be levied pursuant to Article V (3) to supplement the Annual Assessments; (c) Landscaping Assessments which shall be levied pursuant to Article V (4) for payment of Association Landscaping Maintenance and (d) Individual Assessments which shall be levied pursuant to Article V (5) for the payment of individual expenses.

2. Annual Assessments. The Association shall have the right to levy an annual assessment for payment of the Common Expenses against all Lots or Units in ROSEDALE HD-TWO 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 Rosedale HD-TWO Association as set forth herein and in its Articles of Incorporation and Bylaws. The Annual Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay Common Expenses as and when they become due.

3. Special Assessments. The ROSEDALE HD-TWO Association's Board of Directors may levy special assessments against each lot in the event the Revenue receivable by the Association pursuant to the Common Expenses Budget adopted by the Board of Directors for any fiscal year is insufficient to pay for the common expenses for said fiscal year; in the event of emergency situations requiring additional funds for the payment of Common Expenses; in the event Association reserves are insufficient to cover Association Capital expenditures and from time to time against all Lots or Units in ROSEDALE HD-TWO as the Board determines necessary.

4. Landscaping Assessments. In addition to the assessments provided for herein, the Association shall provide for and collect Landscaping Assessments 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.

5. Individual Assessments. Each Lot which incurs Individual Expenses and Fees pursuant to this Declaration shall be subject to Individual Assessments levied by the Board of Directors for the payment of such Individual Expenses and Fees. Unless set forth explicitly in the Action taken by the Board of Directors, each Individual Assessment shall be deemed levied by the Board upon delivery of written notice of such Individual Assessment within ninety (90) days after the expenses to which the Individual Assessment relates are incurred.

6. Assessments Levied Pro Rata. Except as provided otherwise herein, 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.

7. 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 annual assessment shall be prorated for the remainder of the current fiscal year. 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.

8. 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 ROSEDALE HD-TWO 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 delinquency charge of the greater of twenty five dollars (\$25) or five percent (5%) of the amount of each assessment installment that is paid past the due date, in no event shall the delinquency charge exceed the maximum charge allowable by law. The Assessment shall bear interest from the due date until paid at the maximum rate for individuals permitted by law. Any payment received by the ROSEDALE HD-TWO Association and accepted shall be applied first to any interest accrued, then to any delinquency fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. If the Assessment is payable in installments, the remaining installments of such Assessment may be accelerated by the Association to maturity if the delinquent installment, together with the delinquency charge and interest thereon, is not paid by Owner within 10 days of notice by the Association of its intent to accelerate the remaining payments. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

9. Personal Obligation of Property Owner. Regardless of how an owner obtains title to a Lot, including without limitation purchase at a foreclosure sale or by deed in lieu of foreclosure, 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. The owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Area or by abandonment of the Lot upon which the assessments are made. A lot owner is also jointly and severally liable with previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present lot owner may have to recover any amounts paid by the present owner from the previous owner. If any such assessment is not paid within thirty (30) days after the same is due, then the Rosedale HD-TWO Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned delinquency charge and interest and all costs

incurred by the Rosedale HD-TWO Association, including reasonable attorney's fees, incurred incident thereto (including those incurred for appellate proceedings), in preparation for and in bringing such action.

10. 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 Rosedale HD-TWO 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 including without limitation the attorney's fees incurred by Rosedale HD-TWO fulfilling its duties, together with interest and delinquency charges thereon, attorney's fees 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 Assessment is not paid within thirty (30) days after the Assessment is due, the Association shall have the right to file a claim of Lien in the Public Records of Manatee County, Florida. The Assessment lien may be enforced by HD-TWO the 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 HD-TWO the Association files a Claim or Lien against any Lot or Unit, the Association shall be entitled to recover from the owner of such Lot or Unit the interest and delinquency charge set forth in Article V (8) and all costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings) incurred in preparing, filing, and/or foreclosing the Assessment Claim of Lien, and all such costs, delinquency charges, interest and Attorney's fees shall be secured by such lien.

(c). Except as otherwise set forth in this Declaration, the Association's claim of lien is effective from and shall relate back to the date on which the original Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the Public Records of Manatee County, Florida. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, delinquency charges and reasonable costs and attorney's fees incurred by the Association incident to the collection process.

A Lot Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Lot Owner. A Lot Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous Owner.

Except as otherwise provided by the Homeowner's Association Act as amended from time to time (Chapter 720, Florida Statutes), the liability of a first mortgagee, its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the first mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the

acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that known to or reasonably discoverable by the first mortgagee. This Article VIII, Section 7(c) shall not apply to any mortgage company that held a bona fide mortgage against a Lot prior to the date Section 720.3085, Florida Statutes (July 1, 2007) became legally effective.

(d) The Association may summarily suspend the voting rights of any owner for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

(e) Reserves. The Association's Board of Directors may create and fund reserves as it determines appropriate and in accordance with Florida law. All reserves shall be based on the pooled method of funding.

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.

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 granted to the Association a perpetual non-exclusive access easement for ingress and egress across each Lot for the purposes of performing the Association's obligations hereunder, including, but not limited to, the maintenance of Common Areas and other Improvements the Association is obligated to maintain, and the irrigation lines installed by the Association and any fence installed and maintained as provided herein. The Association shall have the right to grant easements under, over, across, and through the Association to such persons and for such persons as the Board deems appropriate. Such Easements shall be evidence by recording in the Public Records of Manatee County.

ARTICLE VII

COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

1. **Right of Entry.** 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 and execution of their duties.

2. **Sale of Common Elements.** 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.

3. 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.

4. 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 therefore, and shall become a lien on the property if unpaid at the end of such period.

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

6. Notwithstanding any other provision of this Declaration relating to amendments, neither this neither 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 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 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. **Compliance by Owners.** Each Owner shall comply, and cause Owner's family, guests, tenants and invitees to comply with the restrictions and covenants set forth in this Declaration and the Association's By-Laws. Each owner shall further comply, and shall cause Owner's family, guests, tenants and invitees to comply, with the Architectural Criteria, the Community Standards, and the Rules and Regulations.

3. Remedies for Violation. Upon failure of an Owner to comply with the provisions contained in Article VIII (2) the Association, in addition to all other remedies provided herein or by law, may commence an action law or in equity against the Owner, Owner's family, guests, tenants and invitees at 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 VIII shall apply to the Declarant during the period of construction of the improvements on the Lots. In addition to all other remedies provided to the Association, it shall also be authorized to levy a Fine against a violator, as more fully provided in Article VIII (4). The Association may also suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests or invitees, or both, to use the common areas and facilities, including without limitation the right to suspend a person's gate access card and the Lot's cable television.

4. Fines. Fines shall exist in addition to all rights and remedies to which the Association is legally entitled. Upon failure of an Owner to Comply with the provisions of Article VIII (2) the Association may, in the sole discretion of the board and in addition to all other remedies to which the Association is entitled pursuant to this Declaration, assess an amount (a "fine") against the Owner pursuant to the following criteria:

(a) Notice: The Association shall afford an opportunity for a hearing to the Owner, after notice of not less than (1) Three days in the event of an emergency or if the Owner's actions constitute: (i) a threat to the health or safety of others; or (2) 14 days, in all other instances. Said notice shall include a statement of the date, time and place of the hearing and a statement of the matters allegedly constituting a violation of Article VIII(2)

(b) Hearing: The hearing shall be conducted by the Board or by such other panel as may be required by law. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the Board or hearing panel, to present evidence, and to provide written and oral arguments on all issues involved.

(c) Amount: The Association may impose a fine not in excess of \$100.00 per day (or such greater amount as allowed by controlling law) from the date of owners violation until such violation ceases.

(d) Individual Assessments: Any Fine levied by the Association against an Owner shall be included in the Individual Expenses Applicable to the Owners Lot and shall be assessed as an Individual Assessment in Accordance with Article V (5).

(e) Application of Fines: All proceeds received by the Association from Fines shall be applied to the payment of Common Expenses.

5. 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. Upon the occurrence of the turnover

of control of the Association to its members, Declarant shall be deemed to have automatically assigned all of its rights, interests and authority to the Association.

6. 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.

7. 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.

8. 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 present (in person or by proxy) and voting at a membership meeting 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.

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

10. 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.

11. Rental of Units. No Lot and Residential Structure shall be leased or rented by the Owner thereof to any third party for a period of less than thirty (30) days. The Owner of each Lot shall notify the Association of the beginning and termination dates of any such period a Lot is rented to a third party. The Owner shall notify the Association of the full legal name of the tenant and all permanent occupants and provide the Association with such documentation as necessary to evidence the same. The Owner appoints the Association as its agent and authorizes it to act on the Owner's behalf to evict a tenant who is violating the governing documents. The Owner shall reimburse the Association its attorney's fees and costs. Owner shall advise the tenant that they, like the owners, must comply with the Declaration and Covenants, Conditions and Restrictions Owners understand and agree that this leasing restriction is subject to potential amendment in the future that may further restrict the rental of Lots in ROSEDALE.

12. **Maintenance** In the event any owner shall fail or refuse to maintain his residence, Lot, or other improvements situate on said Lot in full compliance with the provisions of this Declaration in the sole opinion of the Board of Directors, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance undertaken by the Association shall be due and payable to the Association within thirty (30) days after submission of a bill therefore. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law. Any such maintenance performed by the Association shall be billed to the owner as an Individual Assessment as set forth in Article V (5) of this Declaration.

ARTICLE IX

MASTER DECLARATION OF COVENANTS

1. Master Planned Community. Rosedale HD-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.

2. Subject to Declaration and Master Declaration. As such, the Rosedale HD-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 Records Book 1398, Page 7050 at seq. of the Public Records of Manatee County, Florida);' The Master Declaration of Covenants was Amended and Restated on June 24, 2010, which amendments are recorded at Official Records Book 2343, Page 3101 et seq., of the Public Records of Manatee County, Florida.

3. Membership In Master Association. Owners of lots and parcels shall automatically be members of the Master Association. The Master Association shall have the right to levy assessments against each lot or parcel as provided in the Master Association's governing documents. As more fully provided in the Master Association's governing documents, each owner of a lot or parcel accepts such membership in the Master Association and agrees to be bound by the Master Declaration, the Master Association's Articles of Incorporation, Bylaws and Rules, all as amended from time to time, Membership in the Master Association may not be transferred separate and apart from a transfer of ownership of a lot or parcel. Membership commences upon acquisition and terminates upon sale or transfer of an owner's interest in a lot or parcel, whether voluntary or involuntary

4. Superiority of Master Association's Governing Documents; Conflict. As provided in Article IV, Section 4 of the Master Declaration, the Association's governing documents shall be and always remain inferior and subject to the Master Declaration of Covenants, Master Association's Articles of Incorporation, Bylaws and Rules, all as amended from time to time. The provisions of the Master Declaration, Master Association's Articles of Incorporation, Bylaws and Rules, including all amendments to those documents made from time to time, are incorporated as if fully set forth herein and may be enforced by the Association or the Master Association. However, the Rosedale governing documents may impose stricter or additional restrictions or provisions. In the event of

dispute, the Master Association's Board of Directors shall determine if there is an express or implied conflict between the Association's governing documents and the Master Association's governing documents, in which event the Master Association's documents shall control and supersede, which determination shall be final and binding on all parties, unless such determination is arbitrary and wholly unreasonable.

Exhibit "A"

LEGAL DESCRIPTION

BEGIN AT THE SOUTHEASTERLY MOST CORNER OF LOT D-90, ROSEDALE HIGHLANDS, SUBPHASE "D", UNIT 1, AS RECORDED IN PLAT BOOK 38, PAGES 174-180 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. THE FOLLOWING 3 CALLS ARE ALONG THE NORTH BOUNDARY OF TRACT 3 OF ROSEDALE HIGHLANDS, SUBPHASE "D" UNIT 1; THENCE S.85°20'41"E., A DISTANCE OF 61.41 FEET; THENCE N.72°24'28"E., A DISTANCE OF 199.02 FEET; THENCE N.35°34'05"E., A DISTANCE OF 115.43 FEET; THENCE N.01°01'10"E., A DISTANCE OF 379.21 FEET; THENCE N.01°01'10"E., A DISTANCE OF 539.71 FEET; THENCE N.00°13'51"W., A DISTANCE OF 100.52 FEET; THENCE N.00°29'27"W., A DISTANCE OF 665.02 FEET; THENCE N.47°37'31"W., A DISTANCE OF 123.75 FEET; THENCE N.66°29'11"W., A DISTANCE OF 74.40 FEET; THENCE N.75°02'17"W., A DISTANCE OF 74.52 FEET; THE FOLLOWING 25 CALLS ARE ALONG THE EASTERN BOUNDARY OF AFOREMENTIONED ROSEDALE HIGHLANDS, SUBPHASE "D", UNIT 1; THENCE S.14°57'43"W., A DISTANCE OF 130.00 FEET; THENCE S.75°02'17"E., A DISTANCE OF 10.00 FEET; THENCE S.14°57'43"W., A DISTANCE OF 50.00 FEET; THENCE N.75°02'17"W., A DISTANCE OF 21.86 FEET; THENCE S.12°17'22"W., A DISTANCE OF 128.01 FEET; THENCE S.03°21'15"E., A DISTANCE OF 313.76 FEET; THENCE S.07°33'49"E., A DISTANCE OF 143.24 FEET; THENCE N.82°00'55"E., A DISTANCE OF 41.13 FEET; THENCE S.07°59'05"E., A DISTANCE OF 50.00 FEET; THENCE S.16°22'39"E., A DISTANCE OF 132.26 FEET; THENCE N.77°40'41"E., A DISTANCE OF 90.14 FEET; THENCE N.50°34'13"E., A DISTANCE OF 147.23 FEET; THENCE S.00°13'51"E., A DISTANCE OF 88.12 FEET; THENCE S.01°01'10"W., A DISTANCE OF 436.03 FEET; THENCE S.72°26'18"W., A DISTANCE OF 27.72 FEET; THENCE N.37°57'21"W., A DISTANCE OF 129.06 FEET; THENCE N.75°56'27"W., A DISTANCE OF 123.95 FEET; THENCE S.15°23'40"W., A DISTANCE OF 166.09 FEET; THENCE N.74°36'20"W., A DISTANCE OF 29.51 FEET; THENCE S.06°43'09"W., A DISTANCE OF 130.76 FEET; THENCE S.01°09'22"W., A DISTANCE OF 297.14 FEET; THENCE S.85°20'41"E., A DISTANCE OF 32.52 FEET; THENCE S.04°39'19"W., A DISTANCE OF 50.00 FEET; THENCE N.85°20'41"W., A DISTANCE OF 10.00 FEET; THENCE S.04°39'25"W., A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

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