

AMENDMENTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEDALE 6-A, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION

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

ARTICLE IX

MASTER DECLARATION OF COVENANTS

1. Master Planned Community. Rosedale 6-A, 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 6-A lots and lot owners are subject to the Declaration of Covenants, Conditions and Restrictions of Rosedale 6-A, a Golf and Tennis Club Community Subdivision (originally recorded at Official Records Book 1463, Page 6651 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 et 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 neighborhood 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.

Amendments to Covenants

Declaration of Covenants, Conditions and Restrictions

For

Rosedale 6A – Woodbrooke Run A Subdivision

June 9, 2011

(Additions **Underlined and Bold**, - Deletions ~~Strikethrough~~)

Article IV. Number 2. Exterior Appearance. Because of Declarant's intention to provide for a substantially uniform design in ROSEDALE 6A, no modification or alteration in the outside appearance shall be performed without the approval of the Architectural Review Committee of **Rosedale 6A and** the Rosedale 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~~ **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.

Rosedale 6A Covenant
Explanation of Vote

This is the original document re-typed. It includes the changes approved by a majority vote, via e-mail, by the 6A Homeowners on May 4, 2011.

A copy of all Homeowner documents, both, the 6A By Laws and the 6A Covenant was made available, for print and reading, as an attachment, sent to each 6A homeowner by the 6A interim secretary in January of 2012.

This is a note to explain the process undertaken for the vote of additions and changes for the 6A HOA Covenant only.

A copy of the original printed copy is at the end of section 3 of the 6A President's Master Book . All homeowners should have a copy of this document in their **original** home owners package.

The additions and changes, voted on via e-mail, are listed on the **Change Page**.

There are 38 voting members in the Rosedale 6A Home Owners Association. The vote was 28 agree (yes), 1 (no), 7 abstained. No vote available from 1 homeowner who had recently moved. One homeowner was recently deceased.

The Board of Directors approved this method of voting in order to have our 6A Covenant up-dated with those items pertaining to our 6A Association **only** and prior to the attorney including the changes and additions approved by the Rosedale Master Board for the Master Covenant Document. Those additions were mandated to be part of each individual HOA's Covenant.

Mary C. Ward, President
Rosedale 6A Home Owners' Association

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR ROSEDALE 6-A, A GOLF
AND TENNIS CLUB COMMUNITY SUBDIVISION

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 6-A is subject to the Covenants, Conditions and Restrictions contained in the Master Declarations, and contained in the Master Declaration, except as provided herein; and

WHEREAS, the Master Declaration provides for a Neighborhood, and ROSEDALE 6-A is, and is intended to be a Neighborhood; and

WHEREAS, Declarant has caused the ROSEDALE 6-A 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 I 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 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, By-Laws 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. Copies of the Articles of Incorporation and By-Laws 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 6-A.

1. Plan and Construction of Units. ROSEDALE 6-A 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 6-A must be reviewed and approved by Declarant. It is the intention of Declarant that the homes constructed in ROSEDALE 6-A 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 uniform appearance in ROSEDALE 6-A, no modification or alteration in the outside appearance shall be performed without the approval of the Architectural Review Committee of the Master Association and the 6A Architectural Committee.

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 6-A, 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 side and

rear yards. In the event that such fences are constructed, the 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.

5. Size of Dwellings. Residential Homes erected on any Lot in ROSEDALE 6-A 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 6-A.

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 6-A 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 6-A 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.

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 Easements. 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. 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 Benefits. 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 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.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its undersigned duly authorized officers, this ____ day of _____, 1995.

NEWTON DEVELOPMENT, INC.
A Florida Corporation

By _____
PATRICK M. HOGAN
As Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 1995, 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:

Notary Public

Print Name:

(NOTARIAL SEAL)

APPROVAL OF THE AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROSEDALE 6-A, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION

ROSEDALE MASTER HOMEOWNERS' ASSOCIATION, INC. hereby consents to the amendments to Article IX of the Declaration of Covenants, Conditions and Restrictions for ROSEDALE 6-A, A GOLF AND TENNIS CLUB COMMUNITY SUBDIVISION (which Declaration is originally recorded at Official Records Book 1463, Page 6651 et seq. of the Public Records of Manatee County, Florida) that were approved at the August 29, 2011, special membership meeting and directs that this approval form be attached to and recorded with the Certificate of Amendment and Declaration amendments in the Public Records of Manatee County, Florida.

DATED this 15 day of September, 2011.

ROSEDALE MASTER HOMEOWNERS'
ASSOCIATION, INC.

By: Gary Emigh

Print Name: Gary Emigh

As Its: President