

THE RESERVE AT WEDGEFIELD HOMEOWNERS ASSOCIATION, INC.

LIMITED PROXY

This Proxy may be submitted to the Association via mail c/o Jill Rygh, CAM Leland Management, Inc., at 6972 Lake Gloria Blvd, Orlando, Florida 32809. You may also email your physically signed proxy to jrygh@lelandmanagement.com. If returning by mail, please ensure that the Association receives your proxy at least 48 hours prior to the date of the meeting. The Association is not responsible for lost mail. Only the first page needs to be returned.

Print Name of Each Owner: \_\_\_\_\_

Print Property Address: \_\_\_\_\_

I/we, the Owner(s) of the above property, hereby assign the President of the Association to serve as my/our proxy at The Reserve At Wedgefield Homeowners Association, Inc. Annual Meeting of the Members to be held at 6:00pm on December 15,2020 via zoom at https://zoom.us/j/95762971060?pwd=YXlCWlE9FY3VnUmo1MldvajVKcjFxdz09

Meeting ID: 957 6297 1060 ; Passcode: 183764 ; (929)205-6099

I consent to this proxy being recorded in the public records.

GENERAL POWERS: The proxy holder named above has the authority to vote or act for me to the same extent that I would if personally present, with power of substitution, unless revoked in writing by the undersigned, except that my proxy holder's authority is limited as indicated below. Additionally, my proxy holder does not have the power to vote on my behalf in connection with the Association's election should one occur at the annual meeting, as I retain that power for myself.

LIMITED POWERS: I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE QUESTIONS REGARDING A PROPOSED AMENDMENTS LISTED BELOW:

On the following pages you will see a number of questions regarding amendments to the Declaration. Please mark your response below.

Table with 4 columns: QUESTION NUMBER, YES, NO. Rows 1-12.

Proxy Not Valid Unless Signed and Dated Below

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Substitution of Proxyholder

The undersigned, appointed as proxyholder above, designates \_\_\_\_\_ to substitute for me in voting the proxy set forth above.

Signature of Proxyholder \_\_\_\_\_

Date: \_\_\_\_\_

THIS LIMITED PROXY IS REVOCABLE BY THE LOT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

**QUESTION 1: Do you approve of the of the following insertions and deletions to Article XIV, Section 4 of Association's Declaration which will change the percentage needed to amend the Declaration from 66 2/3% of the Owners to a majority of a quorum (which is 30% of the owners)?**

Article XIV, Section 4 of the Declaration is hereby amended with the following additions and deletions:

**Section 4. Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens for this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates hold title to not less than ten percent (10%) of the Lots affected by this Declaration; or alternatively by approval of a majority of Owners present in person or by proxy at a meeting of Owners ~~holding not less than 66 2/3% vote of the membership in the Association in which a quorum is present,~~ provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment in the sole opinion of the Developer, affects its interest. ~~The foregoing sentence may not be amended.~~

Notwithstanding any of the foregoing, no covenant or restriction related to dedicated drainage easements, drainage facilities or the rights of Ranger Drainage District may be amended by any party at any time without the prior written consent of Ranger Drainage District which consent may be granted or withheld at the District's sole discretion. The foregoing sentence may not be amended.

**QUESTION 2: Do you approve of the following insertions and deletions to Article VIII, Section 2(j) of the Association's Declaration permitting storage containers to be used under certain conditions during household relocation?**

Article VIII Section 2(j) of the Declaration is hereby amended with the following additions and deletions:

**(j) Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence or other use either temporarily or permanently. Notwithstanding the foregoing a storage container, specifically designed and marketed for the storage of personal property (not waste or garbage) during household relocation, no longer than sixteen (16) feet, once approved by the Board of Directors, or its designated community association management company may be temporarily placed entirely on the driveway of a Lot, without blocking any sidewalk or public easement for a period of not more than seven (7) consecutive days or timeframe as approved by the Board of Directors. Any storage container approved and placed under this provision must be temporary and may not be converted or used as a living space.

**QUESTION 3: Do you approve of the following insertions and deletions to Article VIII, Section 2(m) of the Association's Declaration in which a landscaping amount minimum is removed?**

Article VIII Section 2(m) of the Declaration is hereby amended with the following additions and deletions:

**(m) Landscaping:** A landscaping plan for each Lot must be submitted to and approved by the ARB. ~~Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure of \$600 for the front and side yards combined.~~ In addition, all yards must be fully sodded in front, sides and rears, and all front yards must have underground sprinkler systems. If the landscaping plan includes landscaping within dedicated drainage easements, the landscaping plan must also be submitted to and approved by Ranger Drainage District.

**QUESTION 4: Do you approve of the following insertions and deletions to Article IX, Section 11 of the Association's Declaration whereas an Owner's exterior maintenance duties are expanded to allow for safe and vegetation free sidewalks.**

Article IX Section 11 of the Declaration is hereby amended with the following additions and deletions:

**Section 11. Exterior Maintenance.** The Owner shall maintain the structure and grounds on his Lots at all times in a neat and attractive manner and as provided elsewhere herein. All trees, bushes, weeds, vegetation and other

landscaping on any Lot must be cut back to allow for usable access of sidewalks. Overhanging landscape must be trimmed to allow at least three (3) feet of space on each side of sidewalk and at least ten (10) feet of free space above the sidewalk surface. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner written notice and hearing as provided in Article IV sent to his last known address, or to the address of the subject premises, have the portion of the grass, weeds, shrubs and vegetation which the Owner is to maintain cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from such Lot and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and special assessment charge against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the structures and improvements on his Lot in good repair and appearances and otherwise as required herein, the Association may, as its option, after giving the Owner thirty (30) days' written notice and hearing as provided in Article IV sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot which was work performed, collectible in a lumpsum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for such work and the Association shall designate the contractor in its sole discretion. For the purpose solely of performing the Lot and exterior maintenance authorized by this Section, the Association through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

**QUESTION 5: Do you approve of the following insertions and deletions to Article IX, Section 12 of the Association's Declaration to clarify what commercial vehicles are and to restrict non-operational vehicles from being stored anywhere except for an enclosed garage?**

Article IX Section 12 of the Declaration is hereby amended with the following additions and deletions:

**Section 12. Commercial Trucks, Trailer, Campers and Boats.** No truck or commercial vehicles, or campers, mobile homes, house trailer of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, unless the Developer designates specifically certain spaces for some or all of the above. Provision for temporary visitation may be established by rules and regulations. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vehicles for personal use which are stored within garages, which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates, nor to any vehicles or equipment (including large trucks and machinery) of Ranger Drainage District which may be parked in any dedicated drainage easement or other areas for a reasonable and temporary period of time while undertaking maintenance, repair or installation of drainage facilities. No on street parking shall be permitted, except for temporary visitation and as otherwise as may be provided for in this Section.

For purposes of this Section, Commercial vehicles shall be defined as: Any vehicle which bears commercial signs or displays or any advertisement for a commercial undertaking or commercial enterprise. Furthermore, a commercial vehicle is a vehicle which has any external equipment, projecting from or hanging from the body of the vehicle, in part or in whole, such as commercial type lights, strobes, rotating lights, light bars, ladders, lawn equipment, tools, irrigation supplies or special racks (any racks that are not standard equipment on a non-commercial vehicle).

This prohibition of parking will temporarily allow a camper, recreational vehicle, boat or water vessel to be parked on the driveway of a Lot for a duration not to exceed seventy-two (72) consecutive hours.

Inoperable vehicles or any vehicle that does not have a license plate or has expired tags shall not be allowed to park on the street or driveway.

Owners shall not perform maintenance on vehicles on the driveways or streets contained within the community and/or their Lot unless in an enclosed garage

Any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reasons, shall be grounds for relief of any kind. For purpose of this paragraph, "vehicle" shall also mean campers, mobile homes, boats and trailers, and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

No vehicles commonly known as "three-wheeler", "two-wheeler dirt bikes", "all-terrain vehicles", or "go carts", or any other form of this motorized transportation shall be operated on The Properties.

**QUESTION 6: Do you approve of the following insertions and deletions to Article IX, Section 16 of the Association's Declaration to allow the Architectural Review Board the ability to approve additional types of screening materials for the screening of equipment and rear yards that abut water retention areas or ponds?**

Article IX Section 16 of the Declaration is hereby amended with the following additions and deletions:

**Section 16. Unit Air Conditioners, Screening of Equipment and Reflective Materials.** No air conditioning units may be mounted through windows or wall unless approved by the Architectural Review Board. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Review Board for energy purposes. All AC units and pool pumps or other equipment must be screened from view from the adjacent street ~~by a brick, stone, or masonry wall (stuccoed) or wood fence, as approved by the Architectural Review Board,~~ or if the rear yard of the Lot abuts a water retention area or pond, then screened from view from the water retention area or pond by appropriate landscaping. ~~All masonry wall and wood fences erected for such purposes must be painted.~~ All such fences and walls screening shall be properly maintained by Owner. ~~In addition, the height, length, type, design, composition, material and color of such fence or wall must be approved by the Architectural Review Board.~~

**QUESTION 7: Do you approve of the following insertions and deletions to Article IX, Section 17 of the Association's Declaration to expand the size of antennas, citizen bands and satellites and the procedure for installation and application to the Association?**

A) Article IX Section 17 of the Declaration is hereby amended with the following additions and deletions:

**Section 17. Exterior Antennas.** No exterior antennas and no citizen band or short wave antennas and no satellite dishes in excess of ~~eighteen inches (18")~~ forty (40) inches in diameter, shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antennas, microwave antenna, dishes, satellite antennas and radio, television and security lines. Notwithstanding the foregoing, the location of any approved ~~18" forty (40) inches~~ satellite dish must be approved by the Architectural Review Board which may require appropriate screening. Owners shall apply with the Architectural Review Board in writing in advance of installation of any satellite dish. Application must include the size, height and location of the dish. No portion of this restriction shall in anyway be interpreted to conflict with the Federal Over-The-Air Reception Devices Rule.

**QUESTION 8: Do you approve of the following insertions and deletions to Article IX, Section 20 of the Association's Declaration to expand how fuel tanks can be buried or screened from view?**

Article IX Section 20 of the Declaration is hereby amended with the following additions and deletions:

**Section 20. Fuel Tanks.** All tanks for gas, propane and similar fuels must be buried or screened from view by natural landscaping, such as shrubs, bushes and plants, or a fence or wall provided in Section 16 herein, and approved by the Architectural Review Board.

**QUESTION 9: Do you approve of the following insertions and deletions to Article IX, Section 21 of the Association's Declaration to address relevant portions of Florida law?**

Article IX Section 21 of the Declaration is hereby amended with the following additions and deletions:

**Section 21. Solar Heating Panels.** For aesthetic purposes, the location, type and design of solar heating panels must be approved by the Architectural Review Board to the extent permitted by Florida law, prior to installation, which installation may require landscape screening and shall be installed so as not to face any street.

**QUESTION 10: Do you approve of the following insertions and deletions to Article IX, Section 23 of the Association's Declaration to expand the use of basketball goals and equipment in terms of length of placement but add restrictions on the condition and location of such goals?**

Article IX Section 23 of the Declaration is hereby amended with the following additions and deletions:

**Section 23. Basketball Goals and Equipment.** No permanent installation of basketball poles, goals, or other equipment may be affixed to any home or improvement or to any Lot at any time. A Lot Owner may have a "movable" type of basketball goal if approved by the ARB. Such goal must be set up only in the driveway of the Lot, ~~and must be removed from the driveway and stored in the garage or other ARB-approved improvement between the hours of 8:00 pm and 8:00 am.~~ Time of play on homeowners Lots for basketball only shall be limited to the hours of 8:00 A.M. to 8:00 P.M. All equipment, stands, backboards and nets must be kept in good condition, free from rust or breakage. No equipment may be placed in the street, right of way or blocking sidewalks.

**Question 11: Do you approve of the following insertions and deletions to Article IX, Section 26 of the Association's Declaration that establishes that an Owner needs Architectural Review Board approval prior to rebuilding a home after it has been damaged or destroyed?**

Article IX Section 26 of the Declaration is hereby amended with the following additions and deletions:

**Section 26. Owner's Obligation to Rebuild.** If all or any portion of a home on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such home in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken as approved by the Architectural Review Board after the damage occurs, unless prevented by governmental authority.

**Question 12: Do you approve of creating a new Article IX, Section 30 of the Association's Declaration that establishes the parameters of Short-Term Rentals and require tenant contact information to be provided to the Association?**

Article IX of the Declaration is hereby amended to add Section 30 with the following additions:

**Section 30. Short Term Rentals:** No Unit shall be leased for a period of less than six (6) months. Further, no Unit shall be leased more than twice in any twelve-month period. Owners shall provide the names, addresses and phone numbers of any tenants residing in their Unit. Finally, all tenants shall be required to follow all Association restrictions, rules and regulations at all times. Timeshare, vacation rental, commercial rental or other short-term rental, including Air B&B, of any property is not permitted.