

LIMITED PROXY FOR RIVENDELL COMMUNITY ASSOCIATION, INC.

The undersigned, being either all of the owners of, or the person designated to vote by the owners of the property described below in the Rivendell community, hereby designate and appoint Mr./Ms. _____ as my Proxy holder to attend and vote as described herein at the meeting of the members of the Rivendell Community Association, Inc., currently scheduled to take place at ___:___ p.m. on _____, 2021, at the following address:_____. If the proxy holder designation above is left blank, I appoint the President of the Association as my Proxy. The Proxy holder named above shall be counted toward achieving a quorum and has the authority to vote and act for me to the same extent that I would if personally present as set forth below, with power of substitution, as described below.

GENERAL POWERS (you may choose to grant general powers, limited powers, or both. Check "General Powers" if you want your proxy holder to vote on issues which might come up at the meeting and for which a limited proxy is not required).

_____ General Powers: I authorize and instruct my proxy to use his or her best judgment on all matters, other than the issues listed under limited powers, which properly come before the meeting and for which a general power may be used.

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

Please vote on the following two (2) proposed amendments to the Association's Declaration of Covenants:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions)

1. Please cast your vote for the proposed amendment to Section 7.03 of the Declaration as described below:

7.03 (a) ~~Declarant shall have the right until the Transfer Date, in its reasonable discretion, and by its sole act without the joinder or consent of any Person, by an instrument filed of record, modify, enlarge, amend, waive or add to provisions of this Community Declaration; provided, however, that the Community Association shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant, or to affect the validity thereof.~~

~~(b) (a) Except as set forth in paragraph (a) above, the~~ The process of amending or modifying this Community Declaration shall be as follows:

~~(1) Until the Transfer Date, all amendments or modifications shall be first approved in writing by Declarant. Such written approval shall appear on the face of the amendment or modification.~~

(2) (1) By the approval of two-thirds (2/3) of the Members that are present in person or by proxy at any regular or special meeting of the Community Association called and held in accordance with the By-laws, provided that at least two hundred (200) members attend the meeting in person or by proxy.

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~~By the vote of two-thirds (2/3) of all Members, together with the approval or ratification of a majority of the Board. The aforementioned vote of the Members may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Community Association called and held in accordance with the By-laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Community Association.~~

~~(3)(2) Amendments for correction of scrivener's errors or other non-material changes may be made by Declarant alone until the Transfer Date and thereafter by the Board of the Community Association alone without the need of consent of the Owners.~~

~~(e) (b) No amendment to this Community Declaration or any of the Rivendell Documents shall be effective which shall impair or prejudice the rights or priorities of Declarant, Owners other than Declarant, the Community Association, or Sarasota County under this Community Declaration without the prior specific written approval of such Declarant, Owner other than the Declarant, the Community Association, or Sarasota County affected thereby.~~

(c) An amendment shall be effective upon the execution and recording in the Public Records of Sarasota County, Florida, a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by an officer or officers of the Association with the formalities of a deed.

~~(d) After the Transfer Date, a true copy of any amendment to this Community Declaration shall be sent certified mail by the Community Association to Declarant within five (5) days of its adoption.~~

I approve of the proposed amendment Section 7.03 of the Declaration as described above.

_____ YES _____ NO

2. Please cast your vote for the proposed amendment to Section 4.01 of the Declaration as described below:

4.01(o)

(1) Notwithstanding any provision to the contrary, all leases/tenancies shall have a minimum term of at least ninety (90) days, and no Lot is permitted to be leased more than three (3) times in a calendar year.

(2) Any occupant of a Lot that resides in the home for more than thirty (30) days in a twelve-month period are deemed to be tenants, regardless of whether remuneration is paid to the landlord.

(3) Notwithstanding any provision to the contrary, short term rentals or transient occupancies are also considered tenancies, regardless of length, that must comply with the minimum lease term and other leasing restrictions, rules, and regulations. No Lot shall be used for transient or hotel-type purposes. Short-term use for occupancy, subletting, renting or leasing, hosting, home exchanging/sharing, licensing, or other arrangement for the purposes of short-term transient occupancy for periods less than the

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minimum lease term of all or any part of a Lot or individual rooms (whether overnight use or for a duration less than the minimum leasing term requirements contained in the Declaration) are strictly prohibited.

(4) Any such short-term or transient occupancy which may be facilitated through the use of any short-term vacation or hotel/motel websites, home exchange websites, or similar services through the internet, realtors, or otherwise, as advertised directly by the owner or through third-party internet websites or media, or any other similar method, is prohibited. Such occupancy shall be deemed to be "leases" subject to the leasing restrictions and shall not be considered to be "guest" occupancy that may otherwise be permitted by any rules and regulations adopted by the board regarding guests that are known to and invited by the owner or approved resident.

(5) The Board shall have the authority to adopt rules, regulations, policies or procedures to assist the Board in tracking leases and other occupancies to ensure compliance with this restriction, including but not limited to the right to require owners to provide information regarding the lease or occupancy in advance.

I approve of the proposed amendment Section 4.01 to add 4.01(o) of the Declaration as described above.

_____ YES _____ NO

Date: _____ x _____
Signature of Owner(s) or Lot Designee

Printed Name(s)

Lot # and/or Address: _____

Substitution of Proxyholder

[Designated Proxy Holder to fill out this section only if it wishes to designate a substitute Proxyholder]

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

_____ Date: _____
Signature of proxyholder

THIS PROXY IS REVOCABLE BY THE 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.