

MENTONE DEVELOPMENT OWNERS' ASSOCIATION, INC. LIMITED PROXY

If you are unable to attend the May 17, 2018 meeting of the Mentone Development Owners' Association, you can complete and return this Proxy by filling in the form below, signing where required, then mailing the completed form to: Mentone Development Owners' Association, Inc. c/o Guardian Association Management, 530 West University Avenue, Gainesville, FL 32601, emailing to Kburch@GainesvilleGAM.com or faxing to 352-562-7453 so that you can be represented in the vote on the issues below and so a quorum will be represented at the meeting. It is most important that you either personally attend the meeting or return this proxy so that the Association can function to conduct business.

The undersigned, _____, (**please print your name**) owner or

designated Voting Representative of _____
(**please fill in your address**) in MENTONE DEVELOPMENT OWNERS' ASSOCIATION,

INC., appoints _____ or, if no proxy holder is designated, then Mackenzie Peil, as my proxy holder to attend the special meeting of the members of the Mentone Development Owners' Association, Inc. to be held May 17, 2018, at 6:30 PM, at the Mentone Pavilion, 8247 SW 69th Place, Gainesville, FL 32608.

The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present except that my proxy holder's authority is limited as indicated below:

LIMITED POWERS

FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING AMENDMENT, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANKS PROVIDED BELOW

I specifically authorize and instruct my proxy holder to cast my vote in reference to the following matters as indicated below:

Below are proposed changes to the Declaration of Covenants, Conditions and Restrictions for Mentone Cluster Development (the "Declaration"). Any language added to the Declaration is underlined and any language removed is stricken through.

- 1. Article IX, Section 1, Paragraph 4 of the Declaration is proposed to be amended as follows:

- 4. Garages: Each residential unit must be built with either a one or two car enclosed garage. Garage doors must be kept closed except when entering or leaving. Carports are prohibited. To convert a garage into a room, an owner must have Architectural Control Committee approval and must construct a new garage on the Lot to service the residential unit. ~~There must be maintained paved parking space for two cars and landscaping planted in front of the former garage.~~

_____ **Yes, I would like make this change to the Declaration**

_____ **No, I would like the Declaration to remain as it is now.**

2. Article IX, Section 1, Paragraph 14 of the Declaration is proposed to be amended as follows:

14. Vehicle parking. Subject to the terms of this paragraph, all vehicles of permanent residents shall regularly be kept parked in the garage or on the driveway and not in the street. If the Owner or occupant of a Lot possesses more than two (2) vehicles or if a person is visiting an Owner or occupant, resulting in more than two (2) parked vehicles being associated with that Lot, then as many vehicles as possible must be parked in the garage or on the driveway. In any case, the owner or occupant must park at least two (2) vehicles in the garage or on the driveway before parking a vehicle on the street. Vehicles parked in the street must be kept in a neat and clean condition, must be operational and properly registered and licensed, must be parked in the same direction as the flow of traffic on the street and lane in which the vehicle is parked, and must not interfere with any Owner's, tenant's, invitee's or guest's use of a driveway, sidewalk, right-of-way, or common element. Commercial vehicles may not be routinely parked in the street. Law enforcement vehicles are not to be considered commercial vehicles. Owners and occupants shall ensure these parking restrictions are followed for all vehicles associated with that Owner' or occupant's Lot. The Board may adopt rules and regulations regarding parking on Lots and Common Elements.

_____ **Yes, I would like make this change to the Declaration**

_____ **No, I would like the Declaration to remain as it is now.**

3. A new section is being proposed to regulate leasing. This new section would be added to Article IX of the Declaration. The first proposed paragraph is a general introductory paragraph explaining how the restrictions would operate. After this first general introductory paragraph, we have grouped different types of rental restrictions together for your review. You can approve all, some, or none of these provisions. Please vote yes or no for each of the proposed leasing provisions below:

Transfer by Lease. The terms of this section are not intended to pertain to conveyances of fee simple title to third parties or sales of a dwelling in the subdivision. Any lease, sublease, contract, or similar disposal of interest shall be void if made in violation of this Section. For the purposes of this Section, all leases, subleases, contracts, or similar disposals of interest shall be referred to as a "lease". The Board may adopt forms and procedures to effectuate the terms of this Section. Unless otherwise specifically noted, the terms of this Section apply to all leases entered into after the date of the recording of the amendment establishing this restriction.

_____ **Yes, I would like make this change to the Declaration**

_____ **No, I would like the Declaration to remain as it is now.**

a. Lease Terms No lease term may be for less than twelve (12) months. Leases may provide for renewal terms, but the Owner or other person with an interest in a dwelling must re-apply for approval, as provided by subsection B of this paragraph, prior to the renewal of any lease. All leases must be for the entire home or Lot, no leases are permitted to lease less than all of the improvements constructed on a Lot. All leases and subleases must include a clause or addendum that provides for the tenant(s) to receive copies of all association governing documents and amendments thereto and requires tenant(s) to comply with all applicable Alachua County regulations and the Association's governing documents. The Association may adopt a form that may be used for this purpose.

_____ **Yes, I would like make this change to the Declaration**

_____ **No, I would like the Declaration to remain as it is now.**

b. Approval by the Association. No Owner or other person with an interest in a dwelling may dispose of a dwelling or any interest in a dwelling or right to occupy a dwelling or any portion thereof by lease, sublease, contract, or similar instrument without the approval of the Board. The approval of the Board required by this Section shall be obtained in the following manner:

i. Notice. The person intending to make a bona fide lease of the dwelling shall give the Association notice of such intention, together with the name and address of the intended lessee(s) and all other individuals over the age of eighteen (18) that will be occupying the dwelling, and a copy of the proposed lease, including the clause or addendum required by subparagraph (a).

ii. Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring an interest or possession of a dwelling by lease, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, then the Association shall proceed as if it had received the required notice on the date of such disapproval.

iii. Application and Transfer Fee. The Association may charge a fee in connection with the approval of any lease to cover the Association's expenditures and services in regard thereto. The application will not be processed nor a Certificate of Approval issued by the Association until the fee, if any, is paid.

iv. Additional Occupants After Approval. If additional individuals over the age of eighteen (18) wish to occupy the dwelling after the initial approval contemplated

by this Section, then notice must be given as provided by subparagraph a and such individuals must undergo the same approval as any new occupant.

c. Certificate of Approval. A certificate of approval shall be given in the following manner: Within ten (10) days after receipt of such notice, information, and payment of the required fee, if any, the Association must either approve or disapprove the proposed transaction. If approved, then the approval shall be stated in a certificate executed by any officer of the Association. If the Association does not approve or disapprove the transaction within the required time frame, then the transaction shall be deemed approved. Lease approvals are effective for one (1) year and must be renewed annually.

d. Disapproval by the Association.

i. Disapproval of Lease. The Board may adopt rules regarding the circumstances justifying the disapproval of a lease. Circumstances justifying the disapproval of a lease may include, but are not limited to, failure of the owner or tenant to comply with the Association’s governing documents and failure of the owner or tenant to pay any amounts due to the Association.

ii. Notice of Disapproval. Owner or other person applying for approval shall be advised of the disapproval in writing, the lease shall not be made, and the lessee, sublessee or occupant shall not occupy the dwelling.

_____ **Yes, I would like make this change to the Declaration**

_____ **No, I would like the Declaration to remain as it is now.**

e. Initial Waiting Period. No owner may lease a Lot or improvements constructed thereon within the first twelve (12) months that the Owner owns that Lot. This provision shall only apply to Owners that take title to a Lot after the date that this restriction is recorded. An Owner may apply to the Board for a hardship exception to this restriction. The Board may adopt rules regarding the submission and evaluation of hardship applications.

_____ **Yes, I would like make this change to the Declaration**

_____ **No, I would like the Declaration to remain as it is now.**

f. Cap on Rentals. At no time shall more than twenty-five percent (25%) of the total Lots in Mentone be leased. All Lots that are leased shall be counted towards this cap, however, only those Owners that take title after the date that this amendment is recorded may be denied lease approval due to the percentage of rentals meeting or exceeding this cap. Any application for the lease of a Lot which exceeds the cap for the number of Lots that may be leased under this provision shall be rejected. Leasing of a Lot when the cap has not

been reached shall be on a first come, first serve basis. Until a lease application is approved consistent with the provisions of this Declaration, it shall not count towards the cap. An Owner may apply to the Board for a hardship exception to this restriction. The Board may adopt rules regarding the submission and evaluation of hardship applications.

_____ **Yes, I would like make this change to the Declaration**

_____ **No, I would like the Declaration to remain as it is now.**

4. Except as amended hereby, all other terms, conditions and covenants contained in the Declaration shall remain in full force and effect.

DATE: _____

SIGNATURE of OWNER or VOTING REPRESENTATIVE

THIS PROXY IS REVOCABLE BY THE UNIT 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.

[DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the Proxyholder if he or she wishes to appoint a substitute Proxy holder.]

SUBSTITUTION OF PROXYHOLDER

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

Signature of proxyholder Date: _____