



**SUMMERWOODS HOMEOWNER ASSOCIATION
LIMITED PROXY**

The undersigned, owner(s) or designated voter of _____ (address), in Summerwoods Homeowners Association, Inc., appoints _____, or the Secretary of the Association, as my proxyholder to attend the special meeting of the members of Summerwoods to be held on _____, 2026 at ____ p.m. at _____. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

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 proxyholder to cast my vote in reference to the following matters as indicated below:

1. Amendment to Section 12.22 Regarding Leases and Rentals: My vote with regard to amending Section 12.22 to establish minimum standards for renters (including a minimum credit score of 650 and restrictions on criminal history within 5 to 10 years), regulate vehicle and occupant limits per bedroom, require registration of guests/animals/vehicles staying over 14 days, enforce a 30 lb weight limit for dogs without fenced yards, and authorize the suspension of leasing eligibility for rule violations is as follows (I was provided a copy of the proposed amendments before voting):

_____ In Favor _____ Opposed

2. Amendment to Section 12.16 Regarding Garage Use: My vote with regard to amending Section 12.16 to clarify the permitted uses of garage spaces while strictly prohibiting their use as a general living space or bedroom, and to provide parameters for Architectural Review Committee (ARC) approval of mini-split air conditioning units and retractable screens is as follows (I was provided a copy of the proposed amendments before voting):

_____ In Favor _____ Opposed

3. Amendment to Section 4.4 Regarding Voting Methods: My vote with regard to amending the governing documents to clarify that approval of amendments pertaining exclusively to community subsections only requires a simple majority of said subsection, alongside a board member majority, is as follows (I was provided a copy of the proposed amendments before voting):

_____ In Favor _____ Opposed

Dated: _____

Signature of owner or designated voter

Print Name

Failure to write in the name of the proxy shall be deemed an appointment of the Secretary of the

Association as your proxyholder.

SUBSTITUTION OF PROXY

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

Dated: _____

Proxy Holder Signature

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.

IMPORTANT REMINDER

Even if you cannot attend the meeting, please complete and return the enclosed Limited Proxy.

Your proxy is needed to establish quorum so the Association can conduct business and vote on the proposed amendments.

Completed proxies may be:

Mailed to:
Summerwoods Homeowners Association, Inc.
c/o Associa Gulf Coast
Attn: Janiya Agurs
101 Paramount Drive, Suite 102
Sarasota, FL 34232

Or emailed to: Jagurs@associagulfcoast.com

Please note: If you submitted a proxy for the previous meeting held on June 4th, that proxy remains valid and was used only to establish quorum; however, it does not count as your vote regarding the proposed amendment changes.

To cast your vote on the amendment changes, you must complete and return the Limited Proxy for amendment changes. Please ensure your limited proxy is submitted by the deadline so your vote can be counted.

PROPOSED AMENDMENTS TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUMMERWOODS HOMEOWNERS
ASSOCIATION, INC.

(Additions indicated by underline, deletions indicated by ~~strike~~
~~through~~,
and omissions indicated by ellipsis. . .)

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4.4 Amendments after the Turnover. After the Community Completion Date, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) twenty percent (20%) of the entire membership of the Association (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. Notwithstanding the foregoing, an amendment pertaining exclusively to a specific community subsection (such as the Enclave or the Cove) may be made by a simple majority of the Voting Interests within that specific subsection, along with a majority vote of the Board.

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12.16 Garages. No garage shall be converted into a general living area where any person or animal would remain confined or as a bedroom at any time. However, a homeowner or lawful tenant may engage in any use of the space as defined and published as "permitted use." Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. The Architectural Control Committee (ACC) may approve the installation of mini-split air conditioning units for garages, provided they are painted to match the color of the Home or are concealed from view from the street, as well as the installation of retractable screens for insect control.

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12.22 Leases. Homes may be leased, licensed or

occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship; provided, however, that if a Lessee defaults under its Lease Agreement and the Owner terminates such Lease Agreement on account of such default, the such Owner may be entitled to replace the defaulted and terminated tenancy with a new Lessee under a new Lease Agreement (for a term of at least one (1) year, and such new tenancy shall not count as an additional lease for the specified period. An Owner must own a Home for at least two (2) years before the Owner is eligible to rent the Home. Hardship cases such as military deployment will be considered and granted exceptions to this Rule on a case by case basis by the Board of Directors. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 12.22, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner shall collect from their respective Lessee and remit to the Association a security deposit in the amount of Two

Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section 12.22, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

At no time shall more than ten (10%) percent of the total Homes be leased. The Association may terminate any Lease Agreement entered into by an Owner which shall result in more than ten (10%) percent of the total Homes in the Association being non-owner occupied. In the event ten (10%) percent of the Homes are occupied by Lessees, a waiting list shall be created whereby an Owner shall place his or her name for the availability to lease his or her Home. The ten (10%) percent limit may be exceeded from time to time with the consideration of hardship factors. Each Owner shall be allowed only one hardship exception to be used, at the Owner's discretion, for a period not to exceed twelve (12) months, after which time the Owner must either reside in or sell the Home. A determination of hardship shall be made by the Board of Directors of the Association on a case-by-case basis. When a lease term ends for a Home that is a part of the ten (10%) percent rental pool, if the Owner fails to have a new tenant occupy the Homes thirty (30) days from the termination of the lease, said Homes will be removed from the rental pool and will be placed at the bottom of the waiting list. If a Home is in the rental pool and ownership changes during the term of the lease, the Owner to whom title to the Home has been conveyed will need to place the Home on the

waiting list when the lease term ends. The new Owner cannot lease the Home until such time as the Home becomes eligible to be leased. Any Owner whose Home is being leased on the day this amendment is recorded shall be grandfathered in and will be permitted to remain in the rental pool so long as the Owner's Home remains rented to the tenant occupying the Home on the day this amendment was recorded. The Homes that are rental properties at the time of the recording of this amendment shall remain in the rental pool, even if the 10% limit is exceeded. However, as the grandfathered Homes are removed from the rental pool, Homes intended for lease will need to be placed on the rental pool waiting list. The Owners will not be able to place a new Home in the rental pool until such time as the total number of Homes being leased is below the ten (10%) percent rental pool maximum.

No Guests shall remain in a Home for more than three (3) weeks in the aggregate in a calendar year without Association approval and being joined in a Lease Agreement. A Guest is defined as anyone who is not a family member or close relative of an Owner or Lessee. Occupancy of a Home shall be limited to two (2) Occupants per bedroom.

12.22.1 Approval and Minimum Standards. All Lease Agreements and prospective Lessees must be approved by the Board of Directors. As a condition of approval, all Lessees must undergo a background check and meet the Association's minimum standards, which include: (1) a minimum credit score of 650; (2) no record of criminal history within the preceding five (5) years, including but not limited to physical violence, burglary or theft of a vehicle or dwelling, or stalking or menacing; and (3) full disclosure on the application of any and all criminal history, including felonies, within the preceding ten (10) years, along with an explanation of the circumstances, which may be permitted only upon review and approval by a majority vote of the Board.

12.22.2 Occupancy, Vehicles, and Registration. Owners must maintain and provide the Association with a current list of all Lessees and animals residing in the Home, as well as a list of all Lessee vehicles. Properties are prohibited from registering more vehicles than would reasonably fit in the driveway without blocking any portion of the sidewalk. Occupancy shall never exceed more than two (2) occupants for each legal bedroom the Home has. Any guest, animal, or vehicle who will stay on the

property for more than fourteen (14) days must be registered with the Association.

12.22.3 Pet Restrictions for Lessees. No Home may be rented, and no Lessee may possess any dog or other animal that exceeds thirty (30) pounds, unless the Home has a fenced-in backyard.

12.22.4 Enforcement and Suspension. The Board of Directors shall have the right to suspend a property from leasing eligibility, with approval from the Violations Committee, for a period of one (1) year upon evidence of any short-term rental violation, and up to five (5) years for repeated offenses. Violations of these leasing provisions shall be treated in accordance with the Board's violation enforcement guidelines, except in cases which may pose an immediate threat to the safety of the community, where swifter action is permissible by a majority vote of the Board.

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Exhibit A