

THE PARK AT TANGLEWOOD LAKES HOMEOWNERS' ASSOCIATION, INC.

LIMITED PROXY

(TO ESTABLISH A QUORUM AND TO VOTE ON THE ISSUE STATED BELOW)

INSTRUCTIONS: If you do not plan to be present for the meeting, it is important that you complete and return this proxy so that a quorum can be obtained. Please fill in your home address, and the name of the person you desire to vote on your behalf, the way you wish your vote to be cast for the issue(s) listed below, sign, and return this proxy by mail **SO THAT IT REACHES THE PARK AT TANGLEWOOD LAKES HOMEOWNERS' ASSOCIATION, INC., c/o JSB Property Management, P.O. Box 50373, Lighthouse Point, Florida 33074 not later than March 5, 2024 (or you may take/send the proxy with someone else to the meeting).** If the Association has on file a Voting Certificate for the unit, only the voter named in that Voting Certificate may sign this proxy.

I/We, the undersigned, being either all the owners of, or the person designated to vote by a valid Voting Certificate for the property located at _____, Pembroke Pines, Florida 33025, in THE PARK AT TANGLEWOOD LAKES HOMEOWNERS' ASSOCIATION, INC., do hereby constitute and appoint as my attorney-in-fact, the Secretary of THE PARK AT TANGLEWOOD LAKES HOMEOWNERS' ASSOCIATION, INC., his/her designee, or _____, to appear, represent, and cast votes only as I specifically instruct in reference to the following matters.

This proxy is for the purposes of the Special Meeting of the membership to be held by ZOOM on Thursday, March 7, 2024, at 7:00 pm at:

<https://us06web.zoom.us/j/89918982567?pwd=NNadat3xy6V67wWxh7LkSoxuXlqtJo.1>

Meeting ID: 899 1898 2567

Pass code: 482886

Dial by your location

- +1 305 224 1968 US
- +1 646 558 8656 US (New York)

or any adjournment thereof, but in no event longer than **90 days** after the date of the meeting indicated herein.

This proxy is granted because the undersigned will not be present for the aforementioned meeting. This proxy can be revoked at any time at the pleasure of the undersigned. The proxy holder may appoint, in writing, a substitute to act in his/her place.

I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following matters only as instructed below.

1. Should the proposed amendments to Article 5.4 ("Nuisances") of the Amended and Restated Declaration of Covenants, Conditions and Restrictions attached to this proxy be approved?

_____ Yes

_____ No

2. Should the proposed amendments to Article 5.10 ("Pets, Livestock and Poultry") of the Amended and Restated Declaration of Covenants, Conditions and Restrictions attached to this proxy be approved?

_____ Yes

_____ No

3. Should the proposed amendments to Article 5.15 ("Commercial Trucks, Trailers, Campers and Boats") of the Amended and Restated Declaration of Covenants, Conditions and Restrictions attached to this proxy be approved?

_____ Yes

_____ No

4. Should the proposed amendments to Article 5.16 ("Garbage and Trash Disposal") of the Amended and Restated Declaration of Covenants, Conditions and Restrictions attached to this proxy be approved?

_____ Yes

_____ No

5. Should the proposed amendments to Article 5.22 ("Leases") of the Amended and Restated Declaration of Covenants, Conditions and Restrictions attached to this proxy be approved?

_____ Yes

_____ No

6. Should the proposed amendments to Article 5.25 ("Occupancy Restrictions") of the Amended and Restated Declaration of Covenants, Conditions and Restrictions attached to this proxy be approved?

_____ Yes

_____ No

For all issues not requiring, by law, the use of a limited proxy, I hereby authorize and instruct my proxy to use his or her best judgment on all such matters.

The undersigned ratifies and confirms any and all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and hereby revoke all prior proxies previously executed.

DATED this _____ day of _____, 2024.

LOT OWNER or DESIGNATED VOTER
SIGNATURE

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____
_____ to substitute for me in the proxy set forth above.

DATED this _____ day of _____, 2024.

Proxy Holder

DRAFT LANGUAGE FOR PROPOSED AMENDMENT

NUISANCES

Article 5.4 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions would be amended as follows (language to be added is underlined and language to be eliminated is ~~stricken through~~):

5.4 Nuisances. No noxious, offensive or unlawful activity shall be done upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. Every homeowner and resident is bound by and must obey ordinances of the City of Pembroke Pines as they are amended from time to time, including but not limited to the ordinance governing noise (§ 96.07 of the City's Code of Ordinances), and by The Code of Broward County, as it is amended from time to time (Article VII (Noise), Sections 27-235 and 27-236). The City's Code currently limits noise levels. Furthermore, it shall be unlawful between the hours of 6:00 pm of one day and 7:30 am of the next day for any person to perform any construction work or repair work on buildings, structures or projects, at a noise level of more than 10 dBA in excess of the ambient noise level, when measured at the property line of such project, except to perform emergency work.

Excessive noise shall also mean noise produced by a dog or any other source which is so loud and continuous as to disturb the peace and quiet of a neighbor, to include, but not limited to, disturbing a neighbor's sleep or rest or the peaceful enjoyment of his property.

DRAFT LANGUAGE FOR PROPOSED AMENDMENTS

PETS, LIVESTOCK AND POULTRY

Article 5.10 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions would be amended as follows (language to be added is underlined and language to be eliminated is ~~stricken through~~):

“5.10. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. A maximum of three (3) dogs or cats may be kept, provided that their total combined weight cannot exceed seventy (70) pounds. If only one dog is kept, its maximum weight is sixty (60) pounds. ~~if three (3) dogs are kept, the maximum weight of any single dog shall be twelve (12) pounds. If two (2) dogs are kept, the maximum combined weight shall be seventy-five (75) pounds. If only one dog is kept, the maximum weight shall be one hundred (100) pounds.~~ No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be required to clean-up any such improper excretions. For purposes hereof, “household pets” shall mean dogs, cats, and domestic birds and fish. Pets shall also be subject to applicable rules and regulations.”

This provision

DRAFT LANGUAGE FOR PROPOSED AMENDMENTS

COMMERCIAL TRUCKS, TRAILERS, CAMPERS and BOATS

Article 5.15 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions would be amended as follows (language to be added is underlined and language to be eliminated is ~~stricken through~~):

5.15 Commercial Trucks, Trailers, Campers and Boats. No trucks of any kind, commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of any other description, recreational vehicles, golf carts, boats, boat trailers or horse trailers, motorcycles, scooters, inoperable vehicles, or bicycles (collectively the "Prohibited Vehicles"), shall be permitted to be parked or to be visibly stored at any place on the Property, nor in dedicated areas, unless the ~~Developer~~ Association's Board of Directors designates specifically certain spaces for some or all of the above. Notwithstanding the foregoing, bicycles may be stored within an Owner's Lot, provided that the bicycles are not exposed to public view. 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 vans for personal use (with no commercial markings) 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. Any Prohibited 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 if such Prohibited Vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed upon it. The Association shall not be liable to the owner of the Prohibited 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. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting. No car storage covers shall be permitted.

Restrictions on the Number of Vehicles.

With the exceptions granted for the four units on SW 95th Terrace numbered 250, 270, 310, and 330 because these units were built without sufficient garage space to accommodate parking outside their respective garages:

All two-bedroom homes are limited to two vehicles, one of which must be parked in the garage, with the second one parked right in front of the garage.

All three-bedroom homes are limited to three vehicles. Two of the vehicles must be parked in the garage if they can fit, with the third one parked right in front of the garage. If the garage cannot hold two vehicles the second and third vehicles should be parked right in front of

the garage, or one of them should be parked in the parking space designated for the home by the Association.

Vehicles associated with the units on SW 95th Terrace numbered 270, 310 and 330 must be parked in the space directly next to their respective homes.

Inasmuch as the unit numbered 250 on SW 95th Terrace was built without a similar space next to the home, the Association assigned a reserved parking space for this house on January 12, 1999 at a Board of Directors meeting. The space is next to the guest parking space that directly faces the Park, and that space remains reserved for unit 250.

This amendment will operate prospectively only. When a vehicle is removed from the community or replaced the new vehicle will be governed by this amendment.

Specific Parking Restrictions.

Vehicles belonging to homeowners may not be parked overnight in guest spaces. Any vehicle parked in violation of this covenant is subject to towing at the vehicle owner's expense.

Vehicles used by homeowners for work cannot be parked in guest spaces. Any vehicle parked in violation of this covenant is subject to towing at the vehicle owner's expense.

Vehicles cannot be parked in the streets overnight. Any vehicle parked in violation of this covenant is subject to towing at the vehicle owner's expense.

All homeowners, residents, and vehicle owners are also governed by the Rules and Regulations the Board establishes from time to time, and they are responsible for compliance of the vehicles entering the community to visit or service them.

This amendment will operate prospectively only. When a vehicle is removed from the community or replaced the new vehicle will be governed by this amendment.

DRAFT LANGUAGE FOR PROPOSED AMENDMENTS

GARBAGE and TRASH DISPOSAL

Article 5.16 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions would be amended as follows (language to be added is underlined and language to be eliminated is ~~stricken through~~)

“.... The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with... All garbage or other refuse must be stored by the Owner until placed outside for collection on scheduled garbage pick up days. Such containers may not be placed out for collection no sooner than four (4) hours prior to scheduled collection and must be removed within eight (8) hours of collection...”

The reason it is generally stated is that the city might change collection dates and times. If you get specific in the Declaration you will have to amend each time the city changes its schedule. Your proposal should be in a board Rule, which can easily be changed by the Board whenever the city changes its schedule.

DRAFT LANGUAGE FOR PROPOSED AMENDMENTS

LEASES

Article 5.22 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended in 2006, would be amended as follows (language to be added is underlined and language to be eliminated is ~~stricken through~~):

“No lot can be leased until the Lot Owner has owned the unit for at least ~~one year~~, three (3) years. Furthermore, the Lot Owner must live in the home for three years before renting it, with "living in" evidenced by the valid claim of a homestead exemption filed with the Broward County Property Appraiser. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing the Property or administered by the Association. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. The default of an Owner in the payment of annual special or other assessments shall be deemed to be a, (but not the only), reasonable basis for withholding approval of a lease. No lease shall be approved for a term of less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repair or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The foregoing shall not apply to leases made by the Developer or its affiliates.”

“Restrictions on the Number of Leases in the Community.

A loan application the Association received in June 2021 to fund a roof replacement/repair project indicated the lender would not loan money if more than ten (10%) percent of the homes in the community were leased. Therefore, in part to preserve the Association’s qualifications to borrow money the number of homes that may be leased at any given time will, from the effective date of this amendment and until December 31, 2025, be limited to ten (10%) percent of the total number of homes in the community. The Board of Directors will exercise its discretion reasonably to choose which three homes may be leased at

any given time. The Board will also therefore refuse approval of any new leases until three of the current leases expire.

In addition to the need to remain credit-worthy, the Association needs new leasing restrictions because the community has changed from the time the corporation was created in 1999. Many of the declaration provisions no longer fit the community's character or no longer work to preserve property values in the way the Developer thought they would when the original restrictions were drafted. It has become apparent that the tenants in this community do not have the same regard for the homes that homeowners had and still have. Certain properties deteriorate. The Association needs extra funds to pursue enforcement of the covenants governing property maintenance regardless of whether its members pay maintenance fees every quarter. Tenants tend to be unhelpful in the Association's efforts to procure compliance with the property maintenance issues because the homes do not belong to them, and the Association often cannot locate or attract the attention of the homeowners. The bulk of the rules violations (on property maintenance issues and other behavior patterns) seem to be committed by the residents who do not own houses at the Park at Tangle wood Lakes. The current covenants restricting rentals are not helping the Board of Directors to preserve property appearance and values.

In light of the foregoing, the members have concluded that Article 5.22 of the Declaration as originally recorded, and as amended in 2006, should again be amended to include the following:

- 1) From this amendment's effective date until December 31, 2025 no more than 10% of the homes at The Park at Tanglewood Lakes HOA may be rented at any one time. No leases will be permitted after December 31, 2025.
- 2) Leases previously approved by the Association and currently in existence are not affected as long as the tenants remain the same. Unapproved leases are null and void and the occupants must vacate the premises within thirty (30) days of this amendment's effective date.
- 3) Current homeowners may rent their homes until December 31, 2025 if the Association approves the lease.
- 4) No home can be rented until the Association approves the lease or sale application as already provided in Article 5.22. Failure to obtain that approval and failure to complete the approval process established by the Board will negate any contract for sale or for lease.
- 5) All applicants must pay an application fee that does not exceed the amount allowed by law, to be used to defray the cost of the background check

- 6) All tenants must pay the Association a security deposit to protect the common elements, that does not exceed the amount allowed by law
- 7) The factors the Board will consider in approving or rejecting the transaction include, but are not limited to: the applicant's criminal history and the applicant's history of living in other community associations or rental communities governed by rules and regulations, and the prospective purchaser's credit history. This power to deny an application for sale or lease shall be exercised reasonably. The Board of Directors shall develop and pass rules and regulations to serve as guidelines for the factors outlined in this paragraph, and those guidelines will include one for granting "hardship exceptions" to the rule even as the number of rentals cannot exceed 10% of the homes in the community. The Board may grant reasonable hardship exceptions using those guidelines, such as hardships imposed by military service or job transfers.
- 8) This amendment is effective from the date it is recorded and operates prospectively only
- 9) All homeowners must provide the Association with a copy of the lease that shows the homeowner's address as well as the names of the tenants; this applies also to renewals of current leases.
- 10) The Association may step into the shoes of the homeowner and directly evict tenants that violate Association rules or covenants after the Association has given the homeowner and tenants a warning about the violation and the opportunity to cure it. The Association may proceed under Florida's Landlord-Tenant Act as if it were the landlord. The homeowner and tenant will be liable for the attorney's fees and court costs the Association incurs in connection with the eviction litigation. "
- 11) "Approval of any lease is contingent upon the OWNER'S and Tenant's agreement that the Tenant will pay rent directly to the ASSOCIATION when the OWNER is delinquent in the payment of his maintenance fees, and to consider the parties' lease agreement proof that they have assented to this use of the rent. The OWNER further agrees that he may not evict the TENANT for non-payment of rent should the rent be paid to the ASSOCIATION to cure the maintenance fee delinquency.
- 12) The tenant must pay to the Association all of his rent each month until his Landlord's maintenance fee delinquency is cured. The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the Association releases the tenant or until the tenant discontinues tenancy at the parcel. A tenant who acts in good faith in response to a written demand from the Association is immune from any claim from the parcel OWNER. Upon request the Association shall provide the tenant with written receipts for payments made. The Association shall mail written notice to the parcel owner of its demand that the tenant pay monetary obligations to the Association. The Association may issue notices under Florida's "Landlord-Tenant" Act

and may sue for eviction as if it were the landlord if the tenant fails to pay the rent, but the Association is not a landlord in any other respect and has no duties under the Landlord-Tenant Act.”

This Amendment does not affect valid leases previously approved by the Association, but those leases will expire at midnight on December 31, 2025.

This amendment takes effect upon its recording in Broward County’s Official Records.

DRAFT LANGUAGE FOR PROPOSED AMENDMENTS

OCCUPANCY RESTRICTIONS

Article 5.25 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions would be amended as follows (language to be added is underlined and language to be eliminated is ~~stricken through~~)

Article 5.25 Occupancy Limit. The occupancy of a Unit shall be limited to ~~eight (8)~~ six (6) persons, including children.