

**CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS FOR SILVERLAKES
COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 18th day of December, 2020, by SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as (“Association”)).

WHEREAS, the Association has been established for the operation of Silverlakes Community Association, in accordance with the Declaration of Covenants, Restrictions and Easements and related documents which were recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida, and as subsequently amended (the “Declaration”); and

WHEREAS, at a duly noticed Special Meeting of the Members and the Board of Directors held on the 9th day of December, 2020 (the “Special Meeting”) at which a quorum of the voting members were present and in person and by proxy and a quorum of Directors were present in person, amendments to:

- Article XII, Section 2(a)
- Article XII, Section 2(pp)
- Article XII, Section 2 to add Subsection (qq)
- Article XII, Section 2 to add Subsection (rr)
- Article XII, Section 2 to add Subsection (ss)
- Article XII, Section 2 to add Subsection (tt)

were submitted to Voting Members and the Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendments to:

- Article XII, Section 2(a)
- Article XII, Section 2(pp)
- Article XII, Section 2 to add Subsection (qq)
- Article XII, Section 2 to add Subsection (rr)
- Article XII, Section 2 to add Subsection (ss)
- Article XII, Section 2 to add Subsection (tt)

of the Declaration were approved.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~strikeout~~, additions by underlining.
3. Article XII, Section 2(a) of the Declaration is hereby amended as follows:

(a) Occupancy of Units. No Unit shall be occupied by more than a single family. **No Unit shall be occupied by more than two (2) people per bedroom.** Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate on (1) person and his or her family to occupy the unit prior to, or at the time of conveyance of the Unit to the multiple ownership entity. The designation of such occupants may be changed only with prior notice to the Board of Directors. **No Unit may be occupied by a registered sex offender.** For the purposes of this Section, the term "family" shall mean (i) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (ii) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (i) above. **Any occupancy of a Unit by a person and/or persons (who are not family as defined herein) in the absence of the Owner(s) for a period of time greater than thirty (30) days shall be deemed a lease and/or rental and subject to all of the lease and/or rental restrictions contained herein and/or which may hereafter be included by way of amendment and or adoption of Rules and Regulations.**

4. Article XII, Section 2(pp) of the Declaration is hereby amended as follows:

(pp) Rental of Units. No lease shall be entered into for a term of less than ~~six (6)~~ **twelve (12)** months. All leases entered into between Unit Owner(s) and Renter(s) must be in writing. Unit Owners are required to rent their units to a Renter(s) that conforms with the Occupancy of Units requirements contained within Article XII, Section 2(a). Notwithstanding the foregoing, the property may not be occupied by no more than two people per bedroom. A Renter is defined as any person occupying the unit, when not occupied by the Unit Owner and/or their immediate family as defined in Article XII, Section 2(a) pursuant to a written lease agreement. An individual who is not listed on the written lease or not an immediate family member of a lessee as defined in Article XII herein, cannot be present in the Unit for more than a twenty-four (24) hour period without the Renter(s) being present. Transient Occupancy as defined in Florida Statute 83.43(10) is strictly prohibited. The Unit Owner(s) leasing his Unit, shall have the

obligation and responsibility to advise the Renter of his Unit of all the Association's rules and regulations appertaining to the use of the Unit. Without limiting the foregoing, the Association shall have all rights under the laws of the state of Florida and under this Declaration, to evict tenants who cause a nuisance within the Association or fail to abide by the rules and regulations of the Association. No Owner may dispose of a Unit or any interest therein by lease without the prior written approval of the Master Association ("Association") and applicable Neighborhood Association ("Neighborhood Association"). No Owner who purchases a Unit or otherwise acquires title to a Unit after the effective date of this amendment shall be entitled to lease his Unit until such Owner has owned the Unit for a period of twelve (12) months, which twelve (12) month period shall commence upon the date title was acquired and recorded in the Public Records of Broward County, Florida. No subleasing and/or renting any portion of the Unit shall be permitted at any time.

All leases, addendums, and lease renewals shall be on forms approved by Association. Leasing of a Unit shall be subject to the prior written approval of Association and applicable Neighborhood association, in their respective Boards' sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit check, employment, criminal background check and personal reference investigations. Background checks shall not be required for lease renewals. The Board of Directors of the Association may, in addition to the following items, set forth additional screening criteria in the Rules and Regulations, all to be used to evaluate an application and which may be used to constitute "good cause" for denial of an application or applicant:

(i) Prospective Tenant has a felony conviction that indicates a demonstrable risk to resident safety or property;

(ii) Prospective Tenant is a registered sex offender;

(iii) Prospective Tenant has a minimum credit score less than 600 (when there is more than one prospective Tenant applying for residency in a Unit, the scores will be averaged and if below 600, the Prospective Tenants shall be disapproved);

(iv) Prospective Tenant has a history of financial mischief/troubles which may include non-payment of assessments, foreclosure or eviction lawsuits filed against them or bankruptcy filings;

(v) Prospective Tenant has a history of non-compliance with governing documents of community associations;

(vi) Prospective Tenant was dishonest on any written application or communication with the Association;

(vii) Prospective Tenant prematurely took up residency of a Unit prior to a determination of approval or disapproval being reached by the Board of Directors;

(viii) Owner is delinquent on a monetary obligation owed to the Association and/or its applicable Neighborhood Association;

(ix) Owner has an existing violation of the Association Documents; or

(x) Any other item the Association's Board of Directors may add to this list from time to time at their discretion by way of passage of a Rule and Regulation regarding same. At no time shall the Association and any Neighborhood Association engage in any conduct discriminatory in nature based on race, color, religion, national origin, disability, gender, sexual orientation, or any additional protected classes as instituted at the Federal, State or Local level. This Declaration prohibits any form of harassment or discrimination based on any of the protected classes identified above.

The Association, in its sole discretion, may charge a reasonable fee for processing each application. Each person that will reside in a Unit over the age of eighteen (18) years old shall be required to submit to and pay for a background check. Each person over the age of eighteen (18) years old who is financially responsible under the terms of the lease shall be required to submit to and pay for a credit check. The reasonable fee charged for processing each application may be established and changed by the Board of Directors by way of passing Rules and Regulations and shall be set at a lawful amount pursuant to Florida Statute 720, as it may be amended and/or renumbered from time to time. The fees charged for background checks and credit checks shall be established from the Board from time to time and based on the then prevailing rates charged to the Association by a third party vendor(s) retained by the Association for the provision of said services.

The Association may delegate all or a portion of its right to screen to any Neighborhood Association in which the Unit is located provided; however, the Neighborhood Association consents in writing to undertake the screening obligation, and has established a screening committee of at least three members appointed by the Neighborhood Association Board of Directors who are Unit Owners. Any committee so established and any Neighborhood Association establishing such committee shall execute in writing an agreement to perform the screening provided hereunder and shall comply with any and all provisions set forth in the Association's Declaration, Bylaws, and Rules and Regulations including this amendment and any subsequent amendments hereto. Notwithstanding an provision in this Declaration, a Neighborhood Association may establish rules and regulations more stringent than those set forth by the Association as to "good cause" for denial

of an application or applicant and/or prohibit rentals and/or leasing pursuant to the terms of their declarations as may be amended from time to time. Any Neighborhood Association performing and/or participating in the screening and/or approval and/or rejection of any lease and/or tenant agrees to indemnify, defend, and hold harmless the Association, its officers, directors, members, agent, attorneys and employees from and against any loss, cost, or damage of any kind including but not limited to reasonable attorneys' fees and costs to any extent arising out of and or related its breach of this Amendment, the screening of leases and/or tenants and the approval and/or rejection of same, and/or Neighborhood Associations negligence or willful misconduct.

Any and all lease approvals and/or rejections shall be made in writing and transmitted to the owner and applicant by the Association and/or the Neighborhood Association within 15 days of receipt of the completed written application. The Association shall not be required to consider an application that is not complete.

The Owner shall have the obligation and responsibility to advise the Tenant of his/her Unit of all Association's covenants, rules and regulations (including but not limited to the applicable pet restrictions contained in Article XII, Section 2 (e) as amended from time to time which as the date of this amendment permits no more than a total of two (2) domestic animals and prohibits Pit Bulls and dogs sharing the characteristics of Pit Bulls regardless of breed) appertaining to the use of the Unit and must make available to each Tenant copies of the Association Documents and each lease must state or if not stated therein, shall be automatically deemed to state that the Tenant will abide by the Association Documents and that the Association may take action in its own name to terminate the lease and to evict the Tenant pursuant to Florida Statute 83, as it may be amended and/or renumbered from time to time, upon default by the Tenant, guest or invitee in observing any of the provisions of the Association Documents or upon the Tenant, guest or invitee causing damage to Common Areas, and any expenses associated therewith, including attorney's fees and costs, to the extent not covered by any applicable security deposit in the possession of the Association, may be charged to the Owner and treated and collectable in the same manner as an Assessment.

If the Association approves of a proposed lease, and during the lease term the Owner becomes delinquent in the payment of an Assessment, and/or other charge of any nature, kind, or description due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant pursuant to Florida Statute 720, as it may be amended and/or renumbered from time to time.

Active Military Exceptions: Upon submission to the Association and/or Neighborhood Association of supporting documentation, members of the Armed Services on active duty and subject to deployment shall be exempt from the following Leasing Restrictions set forth herein:

Members of the Armed Services that qualify will be permitted to lease their Unit for a period of less than twelve months as necessary to lease the Unit for the duration of their deployment. In addition, any tenant that is an active member of the Armed Services will be permitted to enter into a lease for a period of less than 12 months as necessary during the terms of their deployment.

Upon lease approval, Tenant shall register a vehicle by providing to Association a description of any vehicle to be stored at the Unit and/or to be utilized by occupants parking at the Unit or within the Association from time to time, to include physical description, tag number, current insurance, and a copy of the registration. Tenants are not permitted to have more than 4 vehicles registered to any Unit originally constructed with a two (2) car garage and/or 6 vehicles registered to any Unit originally constructed with a three (3) car garage.

5. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (qq) as follows:

(qq) Lease/Rental Security Deposit. As a condition of approval by the Association of a proposed lease of a Unit, the Association has the authority to require a security deposit from Owners which will be deposited into an account maintained by the Association as permitted by Florida Law. The amount of the security deposit may be established and changed by the Board of Directors by way of passing Rules and Regulations and shall be set at a lawful amount per Florida Statute 720 as it may be amended and/or renumbered from time to time. Notwithstanding the foregoing the Security Deposit shall not exceed one months rent and /or value of one months rent, as determined by the Board of Directors, if rent is not being charged by the landlord. Any expense incurred by the Association in connection with a Tenant's and/or tenant's guest, invitee, and/or licensee's, breach of the Association Documents or damage to Common Areas that occurs during the term of the lease, including but not limited to expenses for attorney's fees and costs, or maintenance, repair or replacement of Common Areas or performance of maintenance that the Tenant failed to perform that the Association has undertaken, may be reimbursed to the Association immediately upon the Association providing written notice to the Owner of such reimbursement from the security deposit. In the event any such

expenses incurred by the Association exceed the amount of the security deposit, those expenses shall be due and owing to the Association by both the Tenant and applicable Owner who shall each be jointly and severally liable to the Association for the total amount, which shall also be treated and collectable the same as an Assessment. In the event that the Association documents exercise its right to reimbursement from the security deposit, in whole or in part, the Owner shall ensure that the security deposit is replenished to the full original amount within no more than fourteen (14) days from the date of the written notice provided by the Association under this paragraph. Any and all lease renewals must be approved by the Association and Neighborhood Association at least 30 days prior to the expiration of the current lease. If the Owner shall lease his Unit, he/she shall remain liable for the performance of all terms, provisions and covenants in the Association Documents and shall be jointly and severally liable for the violations by his/her Tenant and his/her Tenant's guests, invitees and licensees or any and all use restriction

6. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (rr) as follows:

(rr) Rental Cap Restrictions. Notwithstanding any other provision to the contrary contained in this Declaration, effective upon recording of this provision, no greater than Ten percent (10%) of the total number of Units within the Association and/or any individual Sub-Association and/or neighborhood may be leased or rented at any one time. However, if greater than ten percent (10%) of the Units within the Association and/or any individual Sub-Association and/or neighborhood are presently leased or rented upon the recording of this provision, the leasing of those Units will be permitted until the expiration of said Unit's present lease agreement or renewal of the lease with the same tenant(s), or until the tenant(s) vacate the Unit, whichever comes first. No Unit shall be leased or rented within the first twelve (12) calendar months from the time the Owner acquired title to such Unit. In the event the Unit is rented or leased or otherwise subject to rental occupancy at the time of acquisition of title, such leasehold interest shall be permitted and the aforementioned twelve (12) month prohibition shall commence upon the termination of said leasehold interest. The procedures and restrictions upon leasing contained in Article XII, shall continue to be observed in conformity with the provisions of this new Section 2(rr). In the event of any conflict between the terms and conditions of this new Section 2(rr) and any other provisions of the Declaration, the

terms and conditions of this new Section 2(rr) shall prevail and control.

Upon reaching the Maximum Approved Lease Percentage, no further leasing shall be permitted. In the event the current occupants of a Unit do not renew the existing lease and or the property becomes vacant said Unit shall be subject to the Maximum Approved Lease Percentage restriction contained herein. Upon reaching the Maximum Approved Lease Percentage, Owners desiring to lease his/her Unit shall be placed on a waiting list, maintained by the Association in order of the date of the Owner's request (chronological order), until such time as the total number of leased Units is less than the Maximum Approved Lease Percentage. Once the total number of leased Units is less than the Maximum Approved Lease Percentage, the Association shall notify Owners on the waiting list in writing in the order the waiting list is maintained of the Owner's opportunity to lease the Unit. The Owner shall have fifteen (15) days from the date of the notice from Association to notify the Association in writing of whether Owner intends to lease the Unit. Said notice by Owner must be delivered to the Association by certified U.S. Mail return receipt requested. Upon the Association's receipt of a timely written notice by Owner setting forth his or her intention to lease the Unit, the Owner shall have thirty (30) calendar days to lease the Unit. Failure of the Owner to timely notify the Association of Owner's intent to lease the Unit and/or failure to lease the Unit within the time frames set forth herein shall result in the Owner's name being placed at the end of the waiting list and the opportunity to lease being offered to the next owner on said list.

Active Military Exceptions: Upon submission to the Association and Neighborhood Association of supporting documentation, members of the Armed Services on active duty and subject to deployment shall be exempt from the following Leasing Restrictions set forth herein: Members of the Armed Services that qualify will not be subject to the Rental Cap Restriction, and are permitted to lease their Unit for the duration of their deployment.

7. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (ss) as follows:

(ss) Grandfather Clause: Within forty-five days of the recordation of this amendment into the Public Records of Broward County, Florida, any Owner currently leasing their Unit shall be required to advise the Association that their Unit is leased, and furnish a copy of said lease to the Association along with all pertinent information related to the Tenant(s) including but not limited to the Tenants names, contact information, vehicle information. Such

lease shall be grandfathered in for the duration of the lease including any renewal thereof. However, such Unit will be subject to the Association and Neighborhood Association's screening and approval process with respect to any new lease related to the Unit.

8. Article XII, Section 2 of the Declaration is hereby amended to add Subsection (tt) as follows:

(tt) Limitation on Total Number of Units Owned: As the Association is designed to be a residential community, from the effective date of this amendment, no ownership interest whether beneficial and/or legal of any type or description, including but not limited to individual Owners, joint owners, partial ownership, natural persons, Corporations, Corporations and/or other entities with common ownership and or common control, Limited Liability Company, Trust, fictitious name, or other entity of any type nature or description may simultaneously own more than ten (10) Units within the Association ("Ownership Interest"). For the purposes of this amendment Ownership Interest shall include whole and/or partial ownership or interest and/or control, beneficial and/or legal interest whether in whole or in part and shall include all Corporations and/or other entities with common ownership and or common control. To the extent an ownership interest presently holds title to more than ten (10) units within the Association, such ownership interest shall be grandfathered as of the date of this amendment however no further purchases shall be permitted/approved over 10 units total.

9. All other section of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 18th day of December, 2020.

Witness

By: Yara Hernandez
Print: Yara Hernandez

By: _____
Print: _____

By: _____
Print: _____

By: _____
Print: _____

SILVERLAKES COMMUNITY ASSOCIATION, INC.

By: [Signature]
Print: ROBERT GARCIA
Title: President

By: Colleen Cheney
Print: COLLEEN CHENEY
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)



Ana M. Reyes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG233100
Expires 7/6/2022

The foregoing instrument was acknowledged before me this 18th day of December, 2020 by Robert Garcia as President and by Colleen Cheney as Secretary, respectively of Silverlakes Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

Ana M. Reyes
Signature of Notary

My Commission Expires: 7/6/2022