AMENDED AND RESTATED
SILVERLAKES RULES AND REGULATIONS
EXHIBIT F
Revised (06-09-2016) (08-16-2017) (01-01-2018) (07/25/2018)
(05-15-2019) (10-21-2020)

1. **USE.** Each Home site is restricted to residential use as a residence by the Owner or permitted occupant thereof, their immediate family, guests, tenants and invitees. Use of the Common Area is similarly restricted.

   The sale or any other direct or indirect transfer of title to a Home site that results in a change to the beneficial ownership or occupancy of the property, regardless of whether consideration was given for the conveyance, must be submitted to the Board for approval. Transfers due to the death of an owner, incident to a divorce, or due to foreclosure are exempt from the approval requirement. The rental of a Home site which includes any non-owner occupancy for which consideration has been paid, in money or in kind, including, but not limited to, occupancy pursuant to a lease or license, must be submitted to the Board for approval.

   The prospective owner or lessee must complete a Transfer Application or Application for Lease as appropriate and submit the completed application to the property manager at least 45 days prior to expected occupancy. A background check may be performed as part of the approval process. A decision will be made by the Board within 30 days of receipt of a complete application. If no decision is reached by the Board within 30 days from the date of receipt of a complete application, the lease or transfer is deemed approved. The Board shall adopt by resolution a list of good cause reasons that a lease, sale, or other transfer or transaction resulting in a change in occupancy may be denied. The Association may charge up to the maximum amount allowed by law to approve a lease or a sale, conveyance, or other transfer of an interest in a Home site.

   The Association is an equal opportunity provider of housing and shall not disapprove a lease, sale, or other transfer of a Home site for an illegal discriminatory reason.

2. **LEASES. All restrictions described in this Rule 2 apply to any type of non-owner occupancy for which consideration has been paid, in money or in kind, including, but not limited to, occupancy pursuant to a lease or license.**

   Home sites may be leased, licensed, or occupied only in their entirety and no fraction or portion maybe rented. No transient tenants may be accommodated in a Home site. All leases or occupancy agreements shall be in writing and a copy thereof shall be provided to the Association. A home purchased on or after January 1, 2018, shall not be leased for a period of twelve (12) consecutive months commencing on the date the deed is recorded in the public records of Lee County, Florida. Homes subject to a fully executed binding purchase contract dated before January 1, 2018 are not subject to this restriction.

   Effective January I, 2018, no Home site may be subject to more than two (2) leases that originate in any twelve (12) consecutive month period, regardless of the lease term. The minimum lease term shall be six (6) consecutive months and the maximum lease term shall be twelve (12) consecutive months. No new lease may begin until at least six (6) months have elapsed since the first day of the last lease. The Board may waive the restrictions of this paragraph upon a showing of good cause (e.g., the eviction or death of a tenant). The granting of a waiver may be subject to conditions and shall not create a binding precedent requiring a waiver be granted in the future even under similar circumstances.

   No time-share or similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Declaration and related documents. All prospective lessees and the intended occupants of the Home site must be approved by the Association in advance of taking occupancy. The Board may disapprove a lease for good cause. In determining good cause the Board shall consider mitigating circumstances such as the recency of events. The Association is authorized to evict any

tenant that violates any of the governing documents of the Association or violates the law.

3. **SINGLE-FAMILY OCCUPANCY RESTRICTION.** Each Home shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. A family shall be defined as related persons, adopted children of the related persons, or unrelated persons who live together as a single housekeeping unit and who function together as an integrated economic unit. Roommates do not function like a single family unit and do not operate as a single economic unit. They live together but they operate independently with each paying his or her own share of the rent and other costs. Families do not operate in such a way. Single-family occupancy shall apply to all Homes including leased and owned Homes. The following rules shall apply to the occupancy of leased Homes:

   (A) When a Home has been leased for a period of one (1) year, the Home may be occupied by the lessee and his family.

   (B) When a Home has been leased for a period of less than one (1) year, no one but the lessee and that person's spouse, if any, and their natural or adopted children, if any, may occupy the Home during the term of the lease.

   (C) Guests may occupy leased Homes when the lessee is in residence. The total number of house guests in a leased Home is limited to four (4) persons. Such guests may stay for a period not to exceed fifteen (15) days, and the number of occasions for this type of guest occupancy shall be limited to twice during the lease term.

4. **OWNERSHIP BY ENTITY AND NATURAL PERSONS.** In the event that other than a natural person is the Owner, that Owner shall, prior to the purchase of the Home site, designate the person(s) who is to be the occupant(s) of the Home site and register such persons with the Association. All provisions of the Declaration and rules and regulations promulgated pursuant thereto shall apply to such Owner and designated occupant(s) as though it/they had title to the Home site.

5. **GENERAL USE RESTRICTION.** The Properties, Home sites and Homes, or any part thereof shall not be used in any manner contrary to the Declaration, community standards, or rules and regulations promulgated pursuant thereto.

6. **LAWFUL USE.** No immoral, improper, offensive or unlawful use shall be made of the Properties, Common Area, Home sites or Homes. All laws and zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Properties shall be the same as the responsibility for maintenance and repair of the property concerned.

7. **MAINTENANCE.** No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home site. No refuse or unsightly objects shall be allowed to be placed or suffered to remain on any Home site. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition. Irrigation systems shall be maintained in such a manner so as to cause no stains on structures or paved areas. Each Homeowner shall maintain the property from their Home site boundary to the edge of the water. All homeowners shall maintain their yards and adjoining property to the edge of adjoining roadway curb.

8. **SUBDIVISION AND REGULATION OF LAND. SUBDIVISION OF UNIT AND TIME SHARING.** No portion of any Home site shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Properties, without the prior written approval of the Association, which may be granted or denied in its sole discretion.

9. **ALTERATIONS AND ADDITIONS.** No material alteration, addition or modification to a Home

site or the improvements thereon, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained as required by the Declaration.

10. **EXTERIOR APPEARANCE.** No material sign (including brokerage or for sale/lease signs), sculpture, fountain, solar equipment (subject to the requirements of Florida Statutes section 163.04), sports equipment, advertisement notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of a Home site that is visible from the street without the prior written approval thereof being first had and obtained as required by the Declaration. Consistent with Florida Statutes sections 720.304(2)(a) and 720.3075(3), one portable, removable United States flag (or official flag of the State of Florida) may be displayed in a respectful manner consistent with the US Flag Code. In addition, one portable, removable flag that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or a POW-MIA flag may be displayed. Roofs and/or exterior surfaces and/or pavement including, but not limited to walks and drives, shall be treated within thirty (30) days of notice by the ACC. Homes and structures shall be repainted within forty-five (45) days of notice by the ACC. No window air conditioning unit may be installed in any window in any Home. Antennas, aerials, satellite dishes, or other similar equipment that are in compliance with Section 207 of the Telecommunications Act of 1996 as amended, may be placed on any Home site. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. No back fence shall be erected on waterfront Home sites. No above ground pools shall be permitted. All pools and appurtenances installed shall require the prior written approval as set forth in the Declaration.

11. **CASUALTY DESTRUCTION TO IMPROVEMENTS.** In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss then within a reasonable period of time after such incident as set forth in the Declaration, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear damaged Home or improvement and restore or repair the Home site to a landscape condition in the manner as set form in the Declaration. Any such reconstruction of a destroyed Home or improvement shall only be replaced as approved as set forth in the Declaration.

12. **ANIMALS.** No animal of any kind shall be raised, bred or kept within the Properties except for those confined within normal fish tanks and/up to two (2) domestic pets or animals (e.g. dogs ,cats, or birds) that are harbored in a Home or on a Home site as long as such pets or animals do not constitute a nuisance. A determination by the Board that the animal or pet kept harbored in a Home or Home site is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Area or left unattended in a yard or a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home site. All pets shall be walked on a leash not to exceed six feet (6') in length. No pet shall be permitted outside of a Home site except on a leash.

    When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Properties designated for such purpose, if any or on that Owner's Home site. The person walking the pet or the Owner shall clean up all solid matter created by the pet. Each Owner shall be responsible for the activities of their pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this paragraph.

13. **NUISANCES.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Properties is permitted. No firearms shall be discharged within the Properties. Nothing shall be done or kept within the Common Area, Home site or Home which will increase the rate of insurance to be paid by the Association.

14. **FISHING ON PONDS.** All Silverlakes residents may fish from Association Common Area property on the Central and South ponds. There is no Association Common Area property from which to fish on the North pond. Waterfront home site residents and their guests may fish from their own property. However, fishing is strictly prohibited from home sites that are currently unoccupied including, but not limited to, currently unoccupied homes of snowbirds, part time residents, homes owned by investors, homes owned by estates, or residents temporarily away from home.

1S. CHILDREN'S USE OF FACILITIES. Parents shall be responsible for all actions of their minor children at all times in and about the Properties. The Association shall not be responsible for any use of the facilities by anyone, including minors.

16. RULES AND REGULATIONS. Each Owner and other persons shall comply with and use the Common Area and areas within the Properties in accordance with the Declarations and rules and regulations promulgated in accordance with the Declaration.

17. COMMUNITY STANDARDS. Each Owner shall comply with those portions of the community standards applicable to them.

18. OBSTRUCTIONS. The sidewalks, entrances, passages, roadways, drainage facilities, and all other Common Areas may not be obstructed, encumbered or used by Owners for any purpose other than the purpose for which they were designed.

19. COMMON AREA. The Common Area shall be used in accordance with the Declaration and rules and regulations promulgated relating thereto. All persons using the Common Area shall do so at their own risk. No water bodies shall be altered except in accordance with appropriate governmental approvals. All Owners, occupants, lessees and others within the Properties assume the risk associated with waterways and pools. No boating or swimming is permitted on or in the lakes and waterways. The Association shall not be responsible for any loss or injury suffered relating to any water body or pool and is not obligated to erect any fences around any such water bodies or pools.

20. PERSONAL PROPERTY. All personal property of occupants shall be stored within the Home. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Area, Home site or Home which is unsightly or which interferes with the comfort and convenience of others.

21. GARBAGE CANS. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home site to be visible from the street. Subject to the provisions of Florida Statutes section 163.04 to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible from the street.

22. CONTROL OF CONTRACTORS. Except for direct services which may be offered to Owners (and then only according to the rules and regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

23. SERVANTS. Servants and domestic help of any Owner may not gather and lounge on or about the Common Area.

24. PARKING. The parking facilities shall be used in accordance with the regulations adopted by the Association. Parking in the Clubhouse parking lot is prohibited between the hours of 1:00AM and 5:00AM seven days a week except when a valid temporary parking permit has been issued for the vehicle. Owners' automobiles shall be parked in the garage or on the driveway between the hours of 2:00AM and 5:00AM seven days a week (i.e., no parking on the street is allowed during that time). All lawn maintenance vehicles shall park in the roadway or swale, in front or near the Home site while performing their work. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within the Properties, except in the garage of a Home. No commercial vehicle (including those with business information permanently displayed on the vehicle), recreational vehicle, boat or camper, may be kept in the Properties except in the garage of a Home. The term commercial or recreational vehicle shall not be deemed to include SUVs or minivans or clean "non-business" vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation. Any vehicle prohibited by the rules, or any vehicle not parked in accordance

with these rules, can be towed or booted by the Association at the expense of the vehicle owner, without limiting other remedies of the Association for the enforcement of the rules.

25. **COOKING.** No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Area except in areas designated for those purposes by the Association.

26. **SUBSTANCES.** No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any Home site or in any Home, except those which are required for normal household use.

27. **PROTECTION.** In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by:

    (A) removing all removable furniture, plants and other objects from outside the Home; and

    (B) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The Association shall have no responsibility of any nature relating to any unoccupied Home site.

28. **COMMERCIAL ACTMTY.** Except as allowed below, no commercial business activity shall be conducted in any Home or within the Properties. No Owner may actively engage in any solicitations for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed on the Properties without the prior written consent of the Association. No "individual or private" garage sales are permitted. "Non-impact" home based businesses conducted in and from a Home site are allowed. Such uses are expressly declared customarily incidental to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the Home site, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. The Board has the sole, absolute discretion to determine if a business or other commercial activity constitutes a "non-impact" or "impact" business and its determination shall be dispositive. Signs and other advertising material visible from the street are prohibited.

29. **TRAFFIC CONTROL.** To control speeding, or other dangerous traffic conditions, the Board may install speed bumps on the roadways, and may erect other traffic control devices, such as speed signs, stop signs, and the like. All such signage shall be strictly complied with.

30. **STANDARDS, RULES.** The Association, through the Board, shall have the right to promulgate and impose further rules and thereafter modify, alter, amend, implement clarify, rescind and augment any of these rules and regulations or any of the same with respect to the use, operation, and enjoyment of all or a portion of the Properties, the Common Area, and any improvements located thereon (including, but not limited to establishing reasonable fees for the use of Common Areas and establishing hours and manner of operation).

31. **EXERCISE CENTER.** The Exercise Center is for use only by Silverlakes residents in good standing. Children under the age of 15 must be accompanied by an adult when using the exercise equipment. All users shall abide by the exercise rules and regulations, established and amended from time to time by the Board of Directors.