

EXHIBIT 2
ARTICLES OF INCORPORATION
OF
THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC,
A Florida Corporation Not-For-Profit
AS AMENDED

In compliance with the requirements of the laws of the State of Florida the undersigned, all of whom are full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

The name of the corporation is **THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INCORPORATED**, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 2306 S.W. 23rd Cranbrook Drive, Boynton Beach, FL 33436.

ARTICLE III

(Deleted)

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area, and all improvements thereon, within that certain tract of property described as **CRANBROOK LAKE ESTATES**; and to promote the health, safety, and welfare of the residents with the above described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) to acquire (by gift, purchase or otherwise), Lots or Dwelling Units of **THE ESTATES OF SILVERLAKE**, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto;
- (e) to assume and obligate itself and its Members to maintain the areas described as "Tracts A & B and as 'Lake'", and the private streets, thoroughfares, and easements shown thereon on the Plat of **CRANBROOK LAKE ESTATES**;
- (f) borrow money, and with the assent of two-thirds (2/3) of the Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

- (g) dedicate, sell or transfer all of any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer;
- (h) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the Members;
- (i) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a Member of the Association. After receiving approval of the Association as required under the Declaration, change of membership in this corporation shall be established by recording in the Public Records of Palm Beach County, Florida a deed or other instrument establishing record title to a Lot or improvements and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a Member of the corporation. The membership of the prior owner of such Lot and improvements shall be thereby terminated. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have one class of voting membership.

ARTICLE VII DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

ARTICLE VIII DIVIDENDS

There shall be no dividends paid to any of the members nor shall any part of the income of the corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts or disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its Members, Directors, and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its Members as is permitted by the Court having jurisdiction thereof, and no such payments, benefit or distribution shall be deemed to be a dividend or distribution of income. This Corporation shall issue no shares of stock of any kind or nature, whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of Members, shall be upon such terms and conditions as provided for in the Declaration of Covenants and By-Laws. The voting rights of the Owners of Lots or Dwelling Units in said ESTATES OF SILVERLAKE shall be as set forth in the Declaration of Covenants and/or By-Laws.

ARTICLE IX DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X
DURATION**

The corporation shall exist perpetually.

**ARTICLE XI
BY-LAWS**

The original By-Laws are to be made by the Board of Directors and/or Declarer under the Declaration. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of the By-Laws and the Declaration relating to amendment.

**ARTICLE XII
AMENDMENTS**

Amendment of these Articles shall require the assent of 75 percent (75%) of Members present and voting at any duly called meeting.

**EXHIBIT 3
BY-LAWS
OF
THE ESTATES OF SILVERLAKE PROPERTY OWNERS ASSOCIATION, INC.
A Florida Corporation Not-For-Profit
AS AMENDED**

**ARTICLE I
IDENTITY**

1. These are the by-Laws of THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC. hereinafter called the "Association", a Florida Corporation, not for profit, organized pursuant to Chapters 607 and 617 of the Florida Statutes.
2. Office. The principal office of the Association shall be located at 2306 S.W. 23rd Cranbrook Drive, Boynton Beach, Florida 33436, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.
3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

**ARTICLE II
DEFINITIONS**

1. The "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions to which these By-Laws are attached as an exhibit.
2. The definitions in Article II of the Declaration are incorporated herein.

**ARTICLE III
MEMBERS**

1. Qualifications. The Members of the Association shall consist of all of the record Owners of a fee, or undivided fee, interest in any Lot or Dwelling Unit which is subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
2. Change of Membership. After receiving the approval of the Association, change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing a record title to a Lot or Dwelling Unit in The Community and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a Member of the Association. The membership of the prior Owner shall be thereby terminated.
3. Assessments. The rights of membership are subject to the payment of the assessments levied by the Association, the obligation of which assessment shall be a continuing lien upon the property against which each such assessment is made.
4. Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds or assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot or Dwelling Unit.

**ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES**

1. Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties, as set forth in the Declaration, and such easement shall be appurtenant to and shall pass with title to every Lot or Dwelling Unit.
2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with these By-Laws, to borrow money for the purpose of improving the common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members shall be fully restored;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;
- (c) The right of the Association to charge a reasonable admission and other fees for the use of the Common Properties;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by two-third (2/3) vote of the Members, agreeing to such dedication, transfer, purpose, or condition, after written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V VOTING RIGHTS

- 1. The Members of the Association shall be entitled to cast one vote for each Lot or Dwelling Unit owned by them in which they hold the interest required for membership in the Association.
- 2. The Association shall have one class of voting membership.
- 3. Designation of Voting Representative. If a Lot or Dwelling Unit is owned by one person, his right to vote shall be established by the record title to his Lot or Dwelling Unit. If a Lot or Dwelling Unit is owned by more than one person, the person entitled to cast the vote for the Lot or Dwelling Unit shall be designated by a certificate signed by all of the record Owners of the Lot or Dwelling Unit and filed with the Secretary of The Association. If a lot or Dwelling Unit is owned by a corporation, the person entitled to cast the vote for the lot or Dwelling Unit shall be designated by a certificate of appointment signed by the president or Vice-President and attested by the Secretary of the Corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the owners of the Lot or Dwelling Unit concerned. A certificate designating the person entitled to cast the vote of a Lot or Dwelling Unit may be revoked by any Owner thereof.

ARTICLE VI BOARD OF DIRECTORS

- 1. Membership. The affairs of the Association shall be managed by a Board of nine (9) Directors, who need not be Members of the Association. At least two-thirds (2/3) of the Directors shall be persons entitled to cast a vote in the Association and at least one (1) Director shall be a representative of an institutional mortgagee, if sufficient qualifying candidates accept such nomination.
- 2. Vacancies. Except as to vacancies provided by removal of Directors by Members, vacancies in the Board of Directors occurring until a full complement is achieved or between annual meetings of Members shall be filled by the remaining Directors. Any Director may be removed by concurrence of two-thirds (2/3) of the Members of the Association at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

ARTICLE VII ELECTION OF DIRECTORS

- 1. Election. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members

or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise. The Candidates receiving the largest number of votes shall be elected.

2. Nominations. Nominations for election to the Board of Directors shall be made by Nominating Committee which shall be one of the Standing Committees of the Association.

3. Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

4. Qualifications. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or Non-Members, as the Committee in its discretion shall determine, provided that the Committee shall seek suggestions from all institutional mortgage lenders who hold mortgages within The Community and shall so exercise its discretion in the matter of nominations that there shall be, at all times, at least one (1) Member of the Board of Directors who represents the interest of such mortgage lenders. Nominations shall be placed on a written ballot as provided in paragraph 5 herein and shall be made in advance of the time fixed in paragraph 5 for the mailing of such ballots to Members.

5. Ballots. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) Describe the vacancies to be filled;
- (b) Set forth the names of those nominated by the Nominating Committee for such vacancies, indicating whether the candidate is entitled to vote in the Association, is not entitled to vote or represents an institutional mortgagee; and
- (c) Contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections). If any candidate, at his own expense, provides a personal resume, which may include a photograph on 8 1/2" by 11" paper in sufficient quantity, the Secretary shall include one in the envelope mailed to each Member.

6. Procedure. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of verification procedures of paragraph 7, herein, the inclusion of more than one ballot in any one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary.

7. Receipt of Ballot. Upon the receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five (5) Members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

- (a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the outside envelope containing them; and
- (b) That the signature of the Member or his proxy on the outside of the envelope is genuine; and

- (c) If the vote is by proxy that a proxy has been filed with the secretary and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to any person, including the Election Committee. The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots and the outside envelopes shall be destroyed.

8. Term. At the first annual meeting, the Members shall elect one-third (1/3) of the total number of Directors for a term of one (1) year, one-third (1/3) of the total number of Directors for a term of two (2) years, and one-third (1/3) of the total number for a term of three (3) years, and at each annual meeting thereafter, the Members shall elect one-third (1/3) of the total number of Directors for a term of three (3) years.

9. Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

11. Special Meetings. Special meetings of the Directors may be called by any Officer of the Association and must be called by the Secretary at the written request of one or more of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

12. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

13. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by these By-Laws.

(51) is a quorum for Annual

14. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

15. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

16. Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

17. Directors' Fees. Directors' fees, if any, shall be determined by the Members of the Association.

18. The transaction of any business at any meeting of the Board of Directors, however called or notice, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, to consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the Corporate records and made part of the minutes of the meeting.

ARTICLE VIII
POWERS AND DUTIES OF BOARD OF DIRECTORS

1. Powers and Duties. All of the powers and duties of the Association existing under the Articles of Incorporation, the Declaration of Covenants and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval of Lot or Dwelling Owners when such is specifically required. Such power and duties of the Directors shall include but not be limited to the following:

- (a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon the written request of one-fourth (1/4) of the voting Membership.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article III and paragraph 2 herein.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, repair, replace and operate the Common Properties.
- (f) To adopt and publish rules and regulations governing the use of Common Properties and Facilities and the personal conduct of the Members and their guests thereon and within The Community and to enforce these rules and regulations by:
 - (1) Notifying the Member, in writing, of any violations and by the serving of such notice on the Member.
 - (2) Suspending the enjoyment right of any Member to use the Common Properties and Facilities for any period not to exceed thirty (30) days.
 - (3) Fining Members an amount as directed by a Schedule of Fines adopted by the Board of Directors for continued violations.
 - (4) Using the resources of the City of Boynton Beach, if necessary, to effect correction of violations.
 - (5) Filing a lien against the Member's property for non-payment of any fine or fines.

Provided that any Member cited for a violation be given an opportunity to contest such notice by requesting an appearance before the Violation Committee within ten (10) days of notice.

- (g) To contract for management of the Association's assets and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the By-Laws to have approval of the Board of Directors or the Membership of the Association.
- (h) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, and the regulations for the use of the Common Properties and the lands and improvements within The Community.
- (i) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the Members in the Declaration or Articles of Incorporation.
- (j) In the event that any Member of the Board of Directors of this Association shall be absent from three (3) consecutive

regular meeting of the Board of Directors, the Board may be action taken at the meeting during which said their absence occurs, declare the office of said absent Director be vacant.

2. It shall be the duty of the Board of Directors;

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting Membership.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) With respect to assessments:
 - (1) To fix the kind, amount and due date of the assessment against each original Lot or Dwelling Unit for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
 - (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and, at the same time;
 - (3) To send written notice of each assessment to every Owner subject thereto, and;
 - (4) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.

ARTICLE IX
OFFICERS

1. Officers and Election. The executive officers shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Secretary, and a Treasurer, all of whom shall be elected annually by a majority vote of the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to conduct the affairs of the Association.

2. President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, sign all notes, checks, leases, mortgages, deeds and all other written instruments, and appoint committees from among the Members from time to time, as he may in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

3. Vice-President. The Vice-President shall perform all the duties of the President in his absence or disability. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. Secretary. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of the proceedings in a book to be kept for that purpose. He shall attend to the giving and serving of all notices to the members, and other notices required by law. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of

Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budget adopted by the Board. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. All checks and notes of the Association must be signed by two corporate officers.

6. Accounting. The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by the Audit Committee at the completion of each fiscal year and shall have a certified public accountant prepare the year-end tax forms and statements. The Treasurer shall prepare an annual budget and the budget shall be presented to the Membership at its regular annual meeting.

7. Compensation. The compensation of all Officers shall be fixed by the Members at their annual meeting.

8. Indemnification of Directors and Officers. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement of the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X COMMITTEES

1. The Standing Committees of the Association shall be:

The Architectural and Maintenance Standards Committee

The Audit Committee

The Board of Directors shall appoint such other committees as it deems advisable.

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a Member of The Board of Directors for Board contact. The Committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

2. Recreation Committee. (Deleted)

3. Architectural and Maintenance Standards Committee. The Architectural and Maintenance Standards Committee shall perform the functions delegated to it by the Declaration and shall advise the Board of Directors on all matters pertaining to the appearance, maintenance, repair or improvement of the Common Properties and facilities of the Association, and the Lots and Dwelling units in the Community, and shall perform such other functions as the Board, in its discretion, determines.

4. Publicity Committee. (Deleted)

5. Audit Committee. The Audit Committee shall supervise the annual audit of the Association's books to be presented to the Membership at the next general meeting and at its regular annual meeting. The Treasurer shall be an ex-officio member of the Committee

6. Sub-committee. Each Committee shall have the power to appoint a Sub-committee from among its membership and may delegate to any such Subcommittee any of its powers, duties and functions.

7. Comments. It shall be the duty of each Committee to receive comments from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall treat such comments as it deems appropriated or refer

them to such other Committee, Director or Officer of the Association as is further concerned with the matter presented.

8. Indemnification. Each Committee and Sub-Committee and every member thereof shall be entitled to the same indemnification as provided a Director or Officer.

ARTICLE XI MEETINGS OF MEMBERS

1. Annual Members' Meetings. The regular annual meeting of the Members shall be held on the first Tuesday of the Month of December in each year, at 7:30 P.M., Eastern Standard Time, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. The annual meeting may be waived by a unanimous agreement of the Members, in writing. If the day for the annual meeting of the Members shall fall upon holiday, the meeting will be held at the same hour on the first following day which is not a holiday.

2. Special Members' Meetings. Special meetings of the Members for any purpose may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who have the right to vote twenty-five percent (25%) of all the votes of the entire membership.

3. Notice of All Meetings. Notice of any Members' meetings shall be given to the Members by the Secretary. Notice stating the time and place and the objects for which such meeting is called may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing in the books of the corporation. Notice of any meeting, regular or special, shall be mailed not less than ten (10) nor more than sixty (60) days in advance of the meeting. Notice of meeting may be waived before or after meetings.

4. Quorum. A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Members, except where approval by a greater number of Members is required by these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof within ninety (90) days after the meeting shall constitute the presence of such member for the purpose of determining a quorum.

5. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the secretary before the appointed time of the meeting or any adjournment thereof.

6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may either conduct the business for which the meeting was called and obtain the joinder and concurrence of sufficient other Members as provided in Section 4 of the Article, or adjourn the meeting from time to time until a quorum is present.

7. Order of Business. The order of business at Annual Members' Meeting, and as far as practical at all other Members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of Committees.

(f) Election of Directors

(g) Unfinished business.

(h) New business.

(i) Adjournment

8. Proviso. (Deleted)

ARTICLE XII BOOKS AND PAPERS

The books and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

ARTICLE XIII AMENDMENTS

1. Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by a majority vote of the Members present in person or by proxy, or by absentee ballot provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law.

2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control.

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION,
INC.
A Florida Corporation Not-For-Profit
AS AMENDED**

**ARTICLE I
SUBMISSION STATEMENT**

WHEREAS the original Declaration of Conditions, Covenants and Restrictions of Cranbrook Lakes was filed in Official Record book 2720, Page 836 of the Public Records of Palm Beach County, Florida and amended as detailed in Exhibit 4 of the attachment to this declaration; and

WHEREAS said Declarations established the Cranbrook Lake Estates Property Owners' Association, Inc. for the purpose of the preservation of the values and amenities in said community as an agency to be delegated and assigned the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and dispersing assessments and charges created by said Declaration; and

WHEREAS said Association was incorporated under the laws of the State of Florida as a non-profit corporation; and

WHEREAS The Members of the Association desire to make certain modifications to the Declaration of Conditions, Covenants and Restrictions and further desire to change the name of the corporation;

NOW THEREFORE the Cranbrook Lake Estates Property Owners' Association, Inc., (previously renamed the Estates of Silverlake Property Owners' Association, Inc.,) is hereby renamed THE ESTATES OF SILVERLAKE HOME OWNERS' ASSOCIATION, INC., and all references to the Association as contained in the above referenced Declarations shall be deemed to refer to this entity.

**ARTICLE II
DEFINITIONS**

As used in this Declaration of Covenants and Restrictions and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

1. **Assessment** means a share of the funds required for the payment of expenses which from time to time is assessed against the Lot.

2. **Association** means The Estates of Silverlake Home Owners' Association, Inc., a Florida corporation

not-for-profit.

3. **By-Laws** means the By-Laws of that Association as they exist from time to time.

4. **Common Expenses** means the expenses for which the Lot Owners are liable to the Association. It also includes the expenses of maintenance, operation, repair and replacement of common properties; other expenses declared to be the common expenses herein and/or by the By-Laws; and any other valid charge for which the Lot Owners are liable to the Association.

5. **Common Properties** shall mean and refer to ~~Tracts "A" and "B", the lake and private streets shown on the Plat of CRANBROOK LAKE ESTATES~~ as well as parks, play- grounds, swimming pools, commons, streets, footways, buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the ~~common benefit and enjoyment of the residents within~~ The Community, which have not been dedicated to the Public. Certain of the Common Properties are Subject to the express dedications and rights which appear upon the Plat recorded in Plat Book 33 at Page 124 of the Public Records.

6. **Common Surplus** means the excess of all receipts of the Association from the Lot Owners including, but not limited to, assessments, rents, profits and revenues on account of common properties, over and above the amount of Common Expenses payable to the Association.

7. **Community** shall mean and refer to THE ESTATES OF SILVERLAKE consisting of lands described in the Plat of CRANBROOK LAKE ESTATES, a subdivision in Boynton Beach, Palm Beach County, Florida, and such additional lands as may hereafter be brought within the jurisdiction of the Association.

8. **Community Standards Document** means a published set of rules which are approved by the Board of Directors for use within the community.

9. **Declaration or Declaration of Covenants and Restrictions**, means this instrument as it may be from time to time amended.

10. **Dwelling Unit** shall mean and refer to improvements upon a "Lot" intended and approved for residential use and occupancy by a single family.

11. **Homeowners' Documents** means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

12. **Institutional Mortgage** is defined to mean a mortgage executed and delivered to a Bank, Savings and Loan Association, Insurance Company, Pension Fund, or Real Estates Investment Trust, an agency of the United States Government, Mortgage Company, Savings Bank, or other similar entity creating a mortgage lien on a Lot and on any interest appurtenant to such Lot.

13. **Institutional Mortgagee** is defined to mean any entity as described in Subparagraph "11" above, holding a mortgage lien in a Lot and on any interest appurtenant to such Lot. The mortgage may be placed through a mortgage or a title company. The Directors shall determine, in their sole discretion in case of question, who is an institutional mortgagee by virtue of being generally recognized in The Community as an institutional type lender.

14. **Landscaping** means the general arrangement and placement of trees, shrubs and gardens.

15. **Limited Service** means such service as the Association may perform as well as such materials and labor it may furnish to any Lot, if any, or other improvements thereon ~~(including landscaping)~~ in connection with or for the purpose of inspection, maintenance, operation, repair or replacement thereof, as may be required, authorized or permitted pursuant to the provisions of the Homeowners' Documents.

16. **Limited Service Expense** means the expenses incurred by the Association in the performance of a Limited Service. It also includes other expenses declared to be Limited Service Expense herein and/or by the By-Laws and any valid charge for which the Lot Owner is liable to the Association other than a Common Expense.

17. **Lot** shall mean and refer to a building site as platted and approved by applicable governmental agencies as evidenced by a recorded Plat.

18. **Occupant** means the person or persons in actual possession of a Lot, whether the Lot Owner, or other than the Lot Owner.

19. **Owner** shall mean and refer to the Record Owner, whether one or more persons or entities, of the fee

simple title to any Lot situated within the community but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

20. **Public Records** means the Official Public Records of Palm Beach County, Florida.

21. **Reasonable Attorneys' Fees** means and includes reasonable fees for services of attorney-at-law whether or not judicial and administrative procedures are involved, as well as services for review of such proceedings by appeal or otherwise.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. **Plat.** The Plat of the land described in Exhibit I has been recorded in the Public Records. As shown on that Plat there was dedicated (1) to the perpetual use of the Public the Right-of-Way for Congress Avenue, (2) public utility and drainage easements, (3) easements for ingress and egress for furnishing municipal services over private streets. The private roads shown on the Plat were dedicated as an easement for public utilities and services and as an easement for ingress and egress for all the owners within the subdivision, and they are to be maintained by the Association. The lake shown on the Plat is to be maintained by the Association and there was reserved a public right in that lake as a storage basin for storm water discharge. No use of that lake shall be made which would interfere with storm water discharge into it. The lake level and flow rights through the lake shall be under public jurisdiction. Additional lands may be made subject to these Covenants and Restrictions and a Plat of such additional lands will be recorded in the Public Records at that time.

2. **Members' Easements of Enjoyment.** Subject to the provisions of Section 5, every Member shall have a right and easement of enjoyment in and to the Common Properties.

3. **Easements.** Each of the following easements, is a covenant running with the land and such easement shall be appurtenant to and shall pass with title to every Lot or Dwelling may not be amended or revoked:

(a) As may be required for utility services in order to adequately serve the Lots and to adequately serve lands within The Community other than the Owners' Lots.

(b) An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Properties, and for the vehicular traffic over, through and across such portions of the Common Properties as may from time to time be paved and intended for such purposes.

4. **Extent of Members' Easements.**

(a) Specific information on the extent of members' easements is identified in the Bylaws to the Covenants and Restrictions, Article IV, paragraph 2.

(b) The rights and easements of enjoyment shall be subject to the right of the Association as provided in its Articles of Incorporation and By-Laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published *Community Standards Document*.

5. **Easements in favor of the Association.** Easements for access to Common Properties, Lots and Dwelling Units are reserved to the Association, its agents, employees and designees for the purpose of testing, examining and inspecting the same to ascertain their condition, and for the purpose of implementing any Limited Service it may undertake to perform.

ARTICLE IV THE OPERATING ENTITY

1. Administration. The Association will be responsible for the operation of The Community and shall be a non-profit corporation, organized under the laws of the State of Florida as named in the Articles of Incorporation, a copy of which is attached and made a part hereof. Each Owner of a Lot, whether said Lot is acquired by purchase, conveyance, transfer by operation of law, or otherwise, shall be bound by the Homeowner's Documents.

2. Powers. The Association shall have all the powers and duties reasonably necessary to operate the community as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. No amendment shall have retro-active effect.

3. By-Laws. The By-Laws of the Association are attached hereto and made a part hereof.

4. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the community, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

5. Operating Procedures. The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by Lot Owners at reasonable times, reasonable written summaries of which records shall be supplied at least annually by the Association to Owners. Such records shall include:

(a) A record of all receipts and expenditures.

(b) An account for each Lot which shall designate the name and address of the Lot Owners, the amount and due date of each assessment, the amounts paid upon the account and the balance due.

6. Membership and Voting Rights in the Association. Membership and voting rights information is contained in the Articles of Incorporation, Para V and Para VI, and in the Bylaws, Para V.

ARTICLE V COMPLIANCE AND DEFAULT

Each Lot Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws, Community Standards Document, and the standards adopted pursuant thereto and said documents, standards, and applicable rules and regulations as they may be amended from time to time. Amendments shall never have a retroactive effect. Failure of the Owners to comply therewith shall entitle the Association or other Lot or Dwelling Owners to the following relief in addition to other remedies provided in this Declaration:

1. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of the Declaration, By-Laws, Community Standards Document or other rules and regulations adopted pursuant thereto, and said documents, standards, rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

2. Fines. Violations of the Covenants and Restrictions or the Homeowners' Community Standards Document affect the quality of life of one's fellow residents. The Board of Directors will maintain a schedule of fines to be assessed against members for violations of any of the provisions of the Covenants and Restrictions or the Community Standards Document. Fines are delinquent if still unpaid 30 days after the member is notified or (in the event of an absentee or uncooperative member) an attempt is made to notify the member of the violation by personal notice or registered mail. In the event the fines are not paid as demanded, the Association has the authority to recover the fines and related interest in the same manner as for nonpayment of assessments, as specified in Particle VI, paragraph 11 of this document.

3. No Waiver of Rights. The failure of the Association, or any Lot Owner to enforce any covenant, restriction or other provisions of this Declaration, the By-Laws, Community Standards Document or the standards, rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Association, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (a) Common Expense assessments or charges;
- (b) Limited Service assessments or charges;
- (c) Special assessments for capital improvements.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made from the time a Claim of Assessment Lien is filed in the Public Records. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Community of The Estates of Silverlake and in particular for the improvement and maintenance of Common Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of them and of the Lots and Dwelling Units situated within The Community, including but not limited to, the payment of taxes and insurance, thereon and repair, replacement, materials, management, and supervision thereof. Assessments for Limited Service shall be levied by the Association and used exclusively for the purpose set forth in Article IX. The Association is obliged and required to maintain the Lake in a wholesome and pollution free condition; and shall levy adequate assessments to fulfill such obligation.

3. Basis of Common Expense Assessments. The Board of Directors shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each calendar year which shall estimate the total Common Expense for the ensuing year. Each Lot and each Dwelling Unit shall be assessed a proportionate share of the budgeted Common Expenses, which share shall be computed as provided in subsection 8.

4. Special Assessments for Capital Improvements. In addition to the Common Expense assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, if any, upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5. Quorum for any Action Authorized under Section 4. The Quorum required for any action authorized by Section 4 hereof shall be as follows: At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of Members or of Proxies, entitled to cast seventy-five percent (75%) of all the votes of the membership shall constitute a quorum. If the Required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any subsequent meeting shall be thirty-five percent (35%) of all the votes of the membership, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Assessment for Liens. All liens of any nature, including but not limited to taxes and special assessments levied by governmental authority, which are a lien upon any portion of the Common Properties shall be paid by the Association as a Common Expense in the same manner as all other Common Expenses.

7. Assessments for Emergencies. Assessments for emergencies requiring immediate repair of Common Expenses which cannot be paid from the assessment for recurring expenses shall only be made after approval of the Board of Directors of the Association. After such approval by the Board of Directors, such emergency assessment shall become effective, and it shall be due thirty (30) days after notice thereof in such manner as the Board of Directors may require. Assessments for emergencies will otherwise be assessed against and borne by the Owners of the Lots in the same manner as other Common Expenses. Approval of the Members of the Association shall not be required for emergency assessments.

8. Apportionment of Assessments. Each Lot to be assessed shall be assessed in an amount arrived at by dividing the total amount required for each type of assessment by the total number of lots. Each assessed lot will bear an equal share of the Association's expenses.

9. Commencement of Assessments; Installments; Due Dates. The annual assessment for Common Expenses against each Lot shall be due and payable quarterly on the first day of each quarter ~~January, April, July and October.~~ The due date of any special assessment under Section 4 of this article or for limited service under Article IX shall be fixed in the resolution authorizing such assessment.

10. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for assessment, a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

11. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien Remedies of the Association. If the assessments are not paid on the date when due (the date specified in Section 9 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, effective when a Claim for it is recorded in the Public Records, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in titles unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to an Institutional Mortgagee now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a judgment of foreclosure, or any other proceeding, or by deed in lieu of foreclosure. An Institutional Mortgagee which acquires title to a Lot by foreclosure or deed in lieu of foreclosure, and any subsequent purchaser from such mortgagee, shall not be liable for any assessments which became due prior to such mortgagee's acquisition of title, and the lien for such past due assessments shall be extinguished without discharging the personal liability of the

former Owner. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from a lien for any such subsequent assessment.

13. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Properties as defined in Article I hereof;
- (c) All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents and thus protect the value of the Lots and in order to assure the financial ability of each property owner to pay assessments made against him, the transfer of a Lot by any Owner shall be subject to the following provisions so long as The Estates of Silverlake exists, which provisions each Owner covenants to observe.

1. Transfers Subject to Approval.

- (a) Sale. No Owner may dispose of a Lot or any interest therein by sale without the approval of the Association.
- (b) Lease. No Owner may dispose of a residence or any interest therein by lease without the approval of the Association.
- (c) Gift. If any Owner shall acquire his title by gift, the continuance of his ownership of his Lot shall be subject to the approval of the Association.
- (d) Devise or Inheritance. If any Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Lot shall be subject to the approval of the Association.

2. Approval by Association. The approval of the Association which is required for the transfer of ownership of a Lot shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An Owner intending to make a bona fide sale of his Lot or any interest therein shall give to the Association a notice, in writing, of such intention, together with the name and address of the intended purchaser as the Association may reasonable require, a copy of the Disclosure Summary for the Estates of Silverlake form completed by the prospective purchaser, and an executed copy of the proposed contract to sell. Such notice at the Owner's option may include a demand by the Owner that the Association furnish a purchaser if the proposed purchaser is not approved.

(2) Lease. An Owner intending to make a bona fide lease of his Lot or any interest therein shall give to the Association a notice, in writing, of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonable require, and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers. An Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the Owner as the Association may reasonable require, and a certified copy of the instrument evidencing the Owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association at its election and without notice may approve or disapprove the transaction of ownership. If the

Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within sixty (60) days after the receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records.

(2) Lease. If the proposed transaction is a lease, then within sixty (60) days after the receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the lessor.

(3) Gift; Devise and Inheritance; Other Transfers. If the Owner has acquired his title by gift, devise or inheritance or in any other manner, then with sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Owner's ownership of his Lot. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Lot may be used only for residential purposes and a corporation cannot occupy a Lot for such use, if the proposed owner or purchaser of a Lot is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Lot be also approved by the Association.

3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of a Lot, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then within sixty (60) days after the receipt of such notice and information, the Association shall deliver or mail by certified or registered mail to the Owner an agreement to purchase by purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the Owner must sell the residence upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Lot and Dwelling Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within thirty (30) days after the determination of the sale price is such is by arbitration, whichever is later.

(4) If the Association shall fail to purchase or provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift; Devise or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift,

devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the Owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the Owner must sell the residence upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the residence and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price.

(4) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

4. Mortgage. No Owner may mortgage his residence nor any interest therein without the approval of the Association except to an institutional lender. The approval of any other mortgagee may be upon the conditions determined by the Association or may be arbitrarily withheld.

5. Exceptions.

(a) The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to transfer to or purchase by an institutional lender which acquired its title as the result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions require the approval of purchaser who acquires the title to a residence at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

(b) This exception shall not apply to subsequent transferees from the title holders described in paragraph "a." of this section.

6. Separation of Interests. A sale of a Lot shall include all of its appurtenances and appurtenances may not be sold separate from a residence. A lease of a residence need not include the rights appurtenant to it to use the Common Properties, provided that such rights not so leased must be retained by the lessor and not separately leased or assigned.

7. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

8. Notice of Lien or Suit.

(a) Notice of Lien. An Owner shall give notice, in writing, to the Association of every lien upon his Lot other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit. An Owner shall give notice in writing, to the Association of every suit of other proceeding which may effect the title to his Lot, such notice to be given in five (5) days after the Owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

ARTICLE VIII
PURCHASE OF RESIDENCES BY ASSOCIATION

The Association shall have the power to purchase Lots, subject to the following provisions:

1. Decision. The decision of the Association to purchase a Lot shall be made by its Directors, without approval of its Membership except as elsewhere provided in this section.
2. Funding by Mortgage Financing and Assessment. The Association shall finance so much of the purchase price as the Board may see fit in each instance by obtaining, taking subject to or assuming a mortgage upon such terms as are approved by the Board of Directors. The payments thereon shall be included in the budget as a Common Expense. The balance of the purchase price shall be funded by assessment in the same manner as for Capital Improvements or from Capital Funds, if any, of the Association.

ARTICLE IX
ARCHITECTURAL CONTROL, MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for architectural control and the maintenance of the residential community and restrictions upon the alteration and improvement thereof shall be as follows:

1. Architectural and Maintenance Standards Committee. Each Lot Owner in The Community, by virtue of accepting a Warranty Deed, acknowledges the necessity of maintaining the physical appearance and image of the community as a quality residential community. For the purpose of insuring development of The Estates of Silverlake as a residential community of the highest standard, the Association reserves the right and authority to control the type, nature and design of all buildings, structures and other improvements constructed in The Community.

Accordingly, there is established a Board known as the "Architectural and Maintenance Standards Committee" which is empowered to adopt and promulgate from time to time, minimum landscaping, architectural and maintenance standards for establishing and preserving a desirable physical appearance of the community, the lots and the dwelling units. Each Owner of a lot in the community, or interest therein, covenants and agrees that no landscaping, building, wall, cabana, swimming pool, dock, boathouse, aerial, antenna (including TV antenna), air-conditioning or heating unit, or other structure whatever shall be placed upon such property unless and until plans and specifications therefore have been approved in writing by the Committee. Each such building, wall, or other structure shall be placed on the premises only in accordance with the plans and specifications so approved. Approval may be refused on any grounds, including purely aesthetic grounds, all in the sound discretion of the Committee. No alteration in the physical or visual exterior appearance of any such landscaping, building, wall, etc., or other structure shall be made without similar approval. In the event the Committee, its successors or assigns, fails to approve or disapprove the plans or specifications submitted to it by the Owner of a lot, or interest therein, within thirty (30) days after written request for same, then such approval shall be deemed given; provided, however, that no building or other structure which violates any of the covenants and restrictions herein contained, shall be erected or be allowed to remain as part of a lot.

2. Inspections. The Committee shall have the right to inspect from time to time the Common Properties and Lots, in order to determine whether the maintenance of same meets the minimum standards. The membership of the Architectural and Maintenance Standards Committee shall be designated by the Board of Directors, and may include building and landscape architects, contractors, subcontractors and other persons deemed sufficiently qualified to render an opinion as to the minimum standards of maintenance.

3. Limited Service. If Limited Service is requested by the Owner or if the Committee shall find that the Common Properties, Lots, Dwelling Units, or any one or more of them or part thereof, are not being maintained in accordance with the minimum standards, it shall issue a report particularizing the Limited Service requested, or the deficiencies and repairs required and estimated cost thereof, to the Board of Directors of the Association. The Board shall promptly give a copy to the Owner expected to bear such cost and a notice that the Association will perform the Limited Service requested, or a notice to commence the maintenance work and diligently pursue

completion thereof. The Owner may within ten (10) days of receipt of the notice, either perform the required maintenance work or request that the Association perform it, or, if the Board's action was based on the Committee's initiative, request an opportunity to show cause at the next meeting of the Board why the work should not be required, or why it should be deferred, or the time for its performance should be extended. After hearing the matter in a neighborly manner, the Board shall make such formal disposition of the maintenance requirement as shall be reasonable without imposing any unnecessary hardship upon the Owner. The Owner shall then perform the required maintenance work within a reasonable time, or, if the work relates to the Common Properties, the Association shall commence the maintenance work specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all such work on the Common Properties shall be the responsibility of the Association and shall be a Common Expense. The cost of work on a Lot or Dwelling Unit shall be the responsibility of the Owner of that Lot, and if performed by the Association shall be assessed against that Lot and its Owner as a Limited Service expense.

Notwithstanding the foregoing provisions permitting the Association to perform requested Limited Service or required maintenance work, the Association makes no warranty in connection therewith nor has any liability for refusing to perform the work or, once undertaking to do so, for failing to perform all or any part thereof, except to refund any deposit or prepayment made by the Owner and remaining in its hands. Any economies of scale and assignable warranties made by contractor or subcontractors shall inure to the Owner.

4. Further Subdivision. No Lot restricted for use for one single family dwelling or contiguous group of such lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plat. Such Lot may be combined with a contiguous Lot or part thereof for use for one single-family dwelling, provided that such new Lot extends from the fronting street to an existing rear boundary or waterway, but no such Lot shall be changed so as to have street or waterway frontage dimensions of less than that are contained in the smallest adjoining such Lot as shown on the original Plat.

No Lot may be increased in size by filling in the waters on which it abuts.

ARTICLE X RESTRICTIONS

The following restrictions shall be applicable to, and covenants running with, the land of The Community of The Estates of Silverlake.

1. Residential Use. The Lands within The Community and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than single family homes and appurtenances thereto. Each single family home shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever.

2. Common Properties. The maintenance and operation of the Common Properties shall be the responsibility of the Association and a Common Expense, except the sidewalk, driveway apron and swale area in front and/or side of each Lot, which shall be the responsibility of the Lot Owner to maintain as provided in Section 3 of this Article. Improvements on the Common Properties, and any alteration and further improvement of the Common Properties, and assessment for the cost thereof, shall be authorized in the manner heretofore provided for Capital Improvements.

3. Lots. It shall be the responsibility of the Lot Owner to maintain at the Owner's sole and personal expense: the Dwelling Unit, its contents, the trees, shrubs, grass, walks, and other exterior improvements on the Owner's Lot, and to maintain the sidewalk, driveway apron and swale area in front and/or side of his lot from the front and/or side boundary line of his lot to the near edge of the pavement of the road in front or side of his Lot, including the mail box.

4. Nuisances. No nuisances shall be allowed within The Community nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property

by its residents. No horses, cows, goats, swine, poultry or fowl shall be kept on any portion of The Community. Pets shall be limited to those commonly permitted in residential areas, and the Owner shall not permit such pet to commit any nuisance. All parts of The Community shall be kept in a clean and sanitary condition and no rubbish, refuse nor garbage allowed to accumulate, nor any fire hazard allowed to exist. The Owners of each Lot shall provide sanitary disposal for all garbage and rubbish, which disposal shall be regulated by the Association. In any event, garbage and rubbish shall be concealed from view from the access ways, lakes and waterways and from adjacent Lots.

The Association shall have the power and authority in its discretion to determine the existence or non-existence of a nuisance under the provisions of this Declaration and the determination by the Association shall not be limited to those nuisances defined herein, but shall include any act, omission or condition which, in the opinion of the Association, detracts from or interferes with the use and enjoyment intended to be preserved by this instrument for all residents within The Community.

5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the lands within The Community or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which shall require maintenance, modification or repair of the land and improvements within The Community shall be the same as the responsibility for the maintenance and repair of the property concerned.

6. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted in any part of The Community except on a Bulletin Board provided for that purpose by the Association and located entirely within an enclosed structure on Tract "A".

7. Exterior Appearance. The Common Properties and Lots shall be kept free and clear of rubbish, weeds, underbrush, debris, and other unsightly material.

8. Clotheslines. Clothes lines shall be located entirely within a landscaped screen concealing the same from view from the access ways, lakes and waterways and from adjacent Lots.

9. Boundary Hedges and Fences. Block One (Dry Lot) residents may plant hedge or erect a fence or any other type of permanent boundary barrier or obstruction after the review and approval of the Architectural & Maintenance Standards Committee (AMC) relative to the aesthetic placement of materials and other criteria listed herein. These barriers or obstruction shall be limited to a height of six feet above the surface of the adjacent natural and existing grade. They may be erected or planted along the rear property line and/or forward along the side boundary lines of the property. This side barrier or obstruction shall not extend forward beyond the rear line of their dwelling unit and /or the rear line of the Dwelling Unit on an adjacent property.

Block Two (Wet Lot) residents may plant a hedge after the review and approval of the Architectural and Maintenance Standards Committee (AMC) relative to the aesthetic placement, material and other criteria listed herein. The hedge may be planted along their own side property line on either or both sides of their residence. The hedge shall not exceed four feet in height above the surface of the adjacent natural or existing grade. The hedge shall not extend past either the front or rear lines of the dwelling unit, including the garage extension, and/or the front line of the dwelling unit on an adjacent property.

10. Blocking Lake View. Trees and bushes may not be planted within 20 feet of the water's edge if doing so would prevent adjacent lots from having a lake view. All existing trees must be trimmed so as not to prevent the neighboring lots from having a view of the lake.

11. Commercial Usage. No Lot, whether owned or leased, may be used to conduct any manufacturing, trade, business, commerce, industry, profession or other occupation the conduct of which would require the license or certification from any municipal, county, state or federal agency or licensing authority, except such as is deemed necessary in the development of The Community.

12. Boats, etc. The use of any carport, driveway, parking area, or open land area located in The Community as a habitual parking place for any boats, recreational vehicle or commercial vehicle is prohibited, except as to these vehicles necessary in the development, maintenance and management of The Community. The term

"recreational vehicle" shall include all campers, motor homes and boat trailers. The term "commercial vehicle" shall include trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for obvious commercial purposes. The habitual violation of the parking regulations as set forth in this paragraph shall be deemed a violation of the nuisance restrictions of this Declaration.

13. Community Standards Document. *Community Standards*, a set of reasonable regulations concerning the use of the lands and improvements within The Community may be made and amended from time to time by the Board of Directors of the Association. Such regulations, or any one or more of them, may be revoked by a majority vote of the Lot Owners at any time.

ARTICLE XI MISCELLANEOUS PROVISIONS

1. Binding Effect. All provisions of the Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every Lot and the appurtenances thereto, and every Owner and claimant of the property, or any part thereof, or any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof.

2. Severability. The invalidity in whole or in part of any covenant or restriction or any section, sub-section, sentence, clause, phrases or word or other provision of this Declaration, the By-Laws, the *Community Standards* Document of the Association, and any exhibits attached thereto, shall not affect the remaining independent portions thereof.

3. Captions. The captions used in this Declaration of Covenants and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text or this Declaration or Exhibits hereto annexed.

4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. Indemnification of Directors and Officers. Every member of every committee (including any sub-committee) and every Director and every Officer of the Association shall be indemnified to the fullest extent allowable by law by the Association against all expense and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of a committee or sub-committee or a Director or Officer of the Association, or any settlement thereof, whether or not he is a member of a committee or sub-committee, a Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such committee or sub-committee member, Director or Officer may be entitled.

7. Other Restrictions and Easements. The real property submitted to single family home ownership herewith or hereafter is or may be subject to conditions, limitations, restrictions, reservations of record, taxes, applicable zoning ordinances, and easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Association for the benefit of

such persons as the Association designates, and all other matters of record in addition to the matters set forth herein, and the Association shall have the power and right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion and shall be empowered to grant such easements on behalf of its Members and Owners. The right to grant the foregoing easements shall be subject to said easement not structurally weakening any building or improvements within The Community nor unreasonably interfering with the enjoyment of The Community by the Association's Members. None of the aforementioned matters will prevent the intended use of the subject property as a residential project.

ARTICLE XII AMENDMENTS

Subject to the other provisions of the Declaration relative to amendment, this Declaration may be amended in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.

2. Resolution. An amendment may be proposed by either the Board of Directors or by seventy-five percent (75%) of the Members of the Association. An amendment so proposed shall be presented to the Board of Directors in the form of a Resolution which becomes adopted upon a majority vote of the Board of Directors. A resolution adopting a proposed amendment must bear the signature of those Directors approving the Resolution which shall be not less than a majority of the Board of Directors. Directors and Members not present at a meeting considering the amendment may express their approval, in writing, given before such meetings. No amendment may limit, impair, rescind or operate to defeat the obligation to maintain the Common Properties or have a retroactive effect.

3. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Lots in The Community in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

4. Articles of Incorporation and By-Laws. The Articles of Incorporation and By-Laws of the Association shall be amended only in the manner provided therein.

5. Proviso. Provided, however, that no amendment shall discriminate against any Lot Owner nor against any class or group of Owners unless the Lot Owners so affected and such of their first mortgagees which are institutional lenders shall consent; and no amendment shall change the Common Properties nor increase the Owner's share of Common Expense or Common Surplus unless the Owner of such Lot concerned and all such mortgagees as first above recited shall join in execution of the amendment.

6. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records.

EXHIBIT 1

**ALL OF CRANBROOK LAKE ESTATES,
according to the Plat thereof,
recorded in Plat Book 33, at Page 124, of the
Public Records of Palm Beach County, Florida.**

Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road, Suite 2199
Boca Raton, Florida 33431

CFN 20190275706
DR BK 30779 PG 0318
RECORDED 07/26/2019 14:10:25
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0318 - 3215 (4pgs)

**CERTIFICATE OF AMENDMENT
TO THE AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC.**

THE UNDERSIGNED of THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), 2306 SW 23rd Cranbrook Drive, Boynton Beach, Florida 33436, certify that the AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC., (the "Amended Declaration") recorded in Official Records Book 9179, Page 1635 et seq. of the Public Records of Palm Beach County, Florida has been amended (the "Amendment") as set forth in resolution dated July 17, 2019 (the "Resolution") attached hereto as Exhibit "A".

WHEREAS, Article XII, Section 2 of the Amended Declaration provides that the Amended Declaration may be amended by approval of a majority of the Board of Directors of the Association.

WHEREAS, on July 17, 2019 a majority of the Board of Directors approved of the Amendment contained in the Resolution attached hereto as Exhibit "A".

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this amendment.
2. Conflicts. In the event that there is a conflict between the Amendment contained in the Resolution attached hereto as Exhibit "A" and the Amended Declaration, the Amendment contained in the Resolution attached hereto as Exhibit "A" shall control. Whenever possible, Amendment contained in the Resolution attached hereto as Exhibit "A" and the Amended Declaration shall be construed as a single document. Except as modified hereby, the Amended Declaration shall remain in full force and effect. In the event that any amendment(s) to the Amended Declaration have been recorded prior to the Amendment contained in the Resolution attached hereto as Exhibit "A", the Amendment contained in the Resolution attached hereto as Exhibit "A" shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between the Amendment contained in the Resolution attached hereto as Exhibit "A" and any such prior recorded amendment(s) to the Amended Declaration, the Amendment contained in the Resolution attached hereto as Exhibit "A" shall control. In the event of a conflict between Amendment contained in the Resolution attached hereto as Exhibit "A" and any other governing documents or amendments thereto, the Amendment contained in the Resolution attached hereto as Exhibit "A" shall control.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Amended Declaration.

4. Covenant. The Amendment contained in the Resolution attached hereto as Exhibit "A" shall be a covenant running with the land.

5. Amendments:

The Amended Declaration of THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC. is amended as follows (words underlined are added and words ~~struck through~~ are deleted):

SEE EXHIBIT "A"

22 IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this day of July, 2019.

WITNESSES:

THE ESTATE OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC.

1. Allen Davidson
Print Name: Allen Davidson
P. Zelli
Print Name: Patrick Zelli

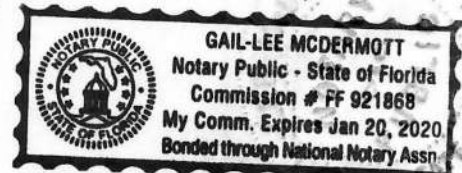
By: Julia Davidson
Name: Julia Davidson
Title: President

2. Allen Davidson
Print Name: Allen Davidson
P. Zelli
Print Name: Patrick Zelli

By: Katarzyna Pisco
Name: Katarzyna Pisco
Title: Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.:



The foregoing instrument was acknowledged before me this 22 day of July, 2019 by Julia Davidson, as President and Katarzyna Pisco, as Secretary of THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced _____ as identification.

My commission expires:
(SEAL)

Gail-Lee McDermott
NOTARY PUBLIC, State of Florida at Large
Print Name: Gail-Lee McDermott

EXHIBIT "A"
TO THE CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION OF
THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC.

THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC.

RESOLUTION ADOPTING AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF THE ESTATES OF SILVERLAKE PROPERTY OWNERS'
ASSOCIATION, INC., AS AMENDED ("Amended Declaration")

WHEREAS, Article XII, Section 2 of the Amended Declaration provides that the Amended Declaration may be amended by approval of a majority of the Board of Directors of The Estates of Silverlake Property Owners' Association, Inc. (the "Association").

Now therefore be it resolved as follows that the Board of Directors of the Association on this 17th day of July, 2019 hereby adopts the following amendment(s) to the Amended Declaration.

NOTE: (underlined words are to be added, ~~strike-through~~ words are to be removed).

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

14. Capital Contribution. In addition to all of the foregoing Assessments and after the effective date of the amendment adding this subsection, a capital contribution equal to the current quarterly Assessment shall be due to the Association each time that title to a Lot and/or Dwelling Unit is transferred. This capital contribution shall not be deemed as any credit towards or relieve Owner of Owner's responsibility to pay all Assessments and other monetary obligations that may come due after acquisition of the Lot and/or Dwelling Unit, as well as any pre-acquisition Assessments or other monetary obligations that may remain unpaid, due and owing in connection with the former Owner or the Lot and/or Dwelling Unit. This capital contribution shall constitute an Assessment against the respective Lot and/or Dwelling Unit and if not paid upon transfer of title, it shall be collectable and enforceable to the same extent as unpaid Assessments are under this Declaration and Florida Statute 720, as it may be amended from time to time. Notwithstanding the foregoing, a capital contribution shall not be due upon a transfer of title among or between existing co-Owners or their first degree family members or between existing Owners and a trust established in either their own name or in their family name. Capital contribution funds may be used to pay any Common Expense of the Association.

The following are the signatures of those Directors of the Association approving of this Resolution, which collectively constitute a majority of the Board of Directors:

Signature of Director

Print Name:

PETER WHITAKER

Signature of Director

Print Name:

Patrick Zarrelli

Signature of Director

Print Name:

DAVID McELVAIN

Signature of Director

Print Name:

Julia Davidow

Signature of Director

Print Name:

REBECCA PAYNER

Signature of Director

Print Name:

Signature of Director

Print Name:

Mary Elizabeth Vandenberg

Signature of Director

Print Name:

Signature of Director

Print Name:

Katarzyna Pisko

THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION ADOPTING AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF THE ESTATES OF SILVERLAKE PROPERTY OWNERS'
ASSOCIATION, INC., AS AMENDED ("Amended Declaration")**

WHEREAS, Article XII, Section 2 of the Amended Declaration provides that the Amended Declaration may be amended by approval of a majority of the Board of Directors of The Estates of Silverlake Property Owners' Association, Inc. (the "Association").

Now therefore be it resolved as follows that the Board of Directors of the Association on this 15 day of November, 2017 hereby adopts the following amendment(s) to the Amended Declaration.

NOTE: (underlined words are to be added, ~~strike-through~~ words are to be removed).

**ARTICLE X
RESTRICTIONS**

3. **Lots.** It shall be the responsibility of the Lot Owner to maintain, repair and replace at the Owner's sole and personal expense the Dwelling Unit, and its contents, as well as the trees, shrubs, grass, landscaping, walks, and any other exterior improvements or installations located anywhere on the Owner's Lot from the edge of the street in front of the Owner's Lot to the rear boundary line of his Lot (including the entire Lot) and specifically for Lots adjacent to the lake, the Lot Owner shall additionally be solely and personally responsible for all maintenance, repairs or replacements within the area running from the rear boundary line of his Lot to the water's edge, including but not limited to maintenance of trees, shrubs, grass and other landscaping that may exist in this area, and to maintain, repair and replace at the Owner's sole and personal expense the sidewalk, driveway apron and swale area in the front and/or side of his Lot from the front, and/or side boundary line of his Lot to the near edge of the pavement of the road in the front or side of his Lot, including the mailbox and mailbox post, subject to the following provisions with regard to plantings and fences, the mailboxes and posts, sidewalks and driveway aprons.

Plantings and Fences: No Lot Owner shall install any tree, shrub or other planting, nor any fence within twenty (20) feet of the water's edge of the lake to which the Lot is adjacent.

Mailboxes: The Association, by Board action, and as a common expense, maintain, repair and replace the mailboxes and mailbox posts which are servicing the Dwelling Units, including replacing the mailboxes and posts with a uniform design of mailbox and post. If the Association maintains, repairs and/or replaces the mailboxes and posts, the costs of such maintenance, repair and replacement shall be a common expense of the Association.

Sidewalks and Driveway Aprons: The Association may, by Board action, and as a common expenses, clean the sidewalks and driveway aprons, in the front or side of a Lot. If a particular driveway apron is made of pavers or some material other than plain uncoated concrete, the Association may elect to not clean the apron.

[SIGNATURES OF DIRECTORS APPROVING THIS RESOLUTION ON FOLLOWING PAGE]

The following are the signatures of those Directors of the Association approving of this Resolution, which collectively constitute a majority of the Board of Directors:

Donna Bauer
Signature of Director
Print Name: Donna Bauer

[Signature]
Signature of Director
Print Name: BD BERRITO

[Signature]
Signature of Director
Print Name: Jessy W. Olegnik

[Signature]
Signature of Director
Print Name: PETER WHITAKER

John Long
Signature of Director
Print Name: John Long

Macarello
Signature of Director
Print Name: MIKE BACARELLA

[Signature]
Signature of Director
Print Name: JACK DODONUE

David A. McIlwain
Signature of Director
Print Name: DAVID MCILWAIN

Leslie Lafayette
Signature of Director
Print Name: Leslie Lafayette

THE ESTATES OF SILVERLAKE PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION ADOPTING AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF THE ESTATES OF SILVERLAKE PROPERTY OWNERS'
ASSOCIATION, INC., AS AMENDED ("Amended Declaration")**

WHEREAS, Article XII, Section 2 of the Amended Declaration provides that the Amended Declaration may be amended by approval of a majority of the Board of Directors of The Estates of Silverlake Property Owners' Association, Inc. (the "Association").

Now therefore be it resolved as follows that the Board of Directors of the Association on this 17 day of May, 2017 hereby adopts the following amendment(s) to the Amended Declaration.

NOTE: (underlined words are to be added, ~~strike through~~ words are to be removed).

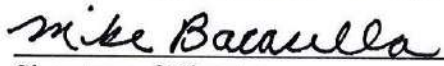
**ARTICLE X
RESTRICTIONS**

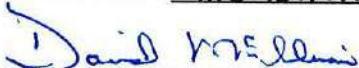
14. Pets. Only common domesticated household pets may be kept on any Lot or in a Dwelling Unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever and in no event shall there be more than three (3) such pets allowed on any Lot, including the Dwelling Unit located thereon, at any given time. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Common Properties, Lots or Dwelling Units. Permitted pets shall only be kept subject to and in accordance with such rules and regulations (commonly referred to as the Community Standards) as shall be promulgated from time to time by the Board of Directors. All pets must be properly licensed with Palm Beach County and must be current on their vaccinations. Each pet must be carried by its owner or kept on a leash when outside of a Dwelling Unit and shall never be allowed to roam freely. No pet shall be kept tied up outside of a Dwelling Unit, on a Lot, or on any porch or patio unless someone is present in the Dwelling Unit and only so long as the pet does not cause a nuisance. No pet shall be kept tied up on any Common Properties. A pet's owner shall immediately pick up and remove any solid animal waste deposited by such pet on the Common Properties and pet owners may only be permitted to walk their pets on certain areas of the Common Properties as may be designed by the Board of Directors from time to time. No pet shall be permitted to be a nuisance or to pose a danger to the safety of others and if a pet should become a nuisance or a danger to the safety of others, it shall immediately be removed from the community by its owner. A pet owner is responsible for the cost of repair or replacement of any Common Properties damaged by such owner's pet as well as any attorney's fees and costs incurred by the Association to compel compliance with this or any other provision of this section. All pet owners shall indemnify and hold harmless the Association for any and all claims and damages, including attorney's fees and costs, arising out of bodily injury or property damage to third parties caused by their pet.

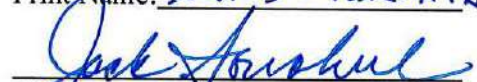
[SIGNATURES OF DIRECTORS APPROVING THIS RESOLUTION ON FOLLOWING PAGE]

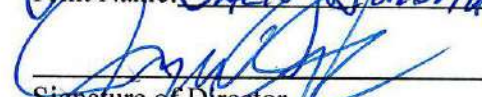
The following are the signatures of those Directors of the Association approving of this Resolution, which collectively constitute a majority of the Board of Directors:

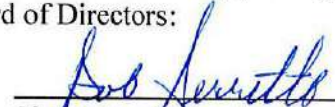

Signature of Director
Print Name: Donna Bauer

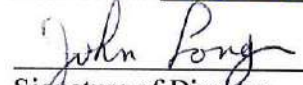

Signature of Director
Print Name: MIKE BACARELLA


Signature of Director
Print Name: DAVID McELWAIN


Signature of Director
Print Name: JACK DONOHUE


Signature of Director
Print Name: Jerry W Olszyski


Signature of Director
Print Name: B.D. BERRITTO


Signature of Director
Print Name: John Long


Signature of Director
Print Name: Leslie Lafayette

Signature of Director
Print Name: _____

**The Estates of Silverlake
Homeowners' Association**

Standards, Rules & Regulations

2016 Approved Edition

RULES AND REGULATIONS ADDITIONS

Effective January 16, 2016

1. NO ANIMALS OF ANY KIND SHALL BE RAISED, BRED OR KEPT WITHIN THE ESTATES OF SILVERLAKE FOR COMMERCIAL PURPOSES. NO DOG RUNS OR ENCLOSURES SHALL BE PERMITTED ON ANY LOT. (ALL PETS SHALL DEFICATE ONLY IN THE PET WALKING AREAS WITHIN THE ESTATES OF SILVERLAKE DESIGNATED FOR SUCH PURPOSE.) THE PERSON WALKING THE PET, OR THE OWNER SHALL CLEAN UP ALL MATTER CREATED BY THE PET. EACH OWNER SHALL BE RESPONSIBLE FOR THE ACTIVITIES OF ITS PET. EACH RESIDENCE SHALL NOT EXCEED MORE THAN (3) THREE PETS PER HOUSEHOLD.

2. ANY HURRICANE OR OTHER PROTECTIVE DEVIVES MUST BE OPENED BY 11/30/16.

3. SATELLITE DISHES ARE LIMITED TO ONE PER HOUSEHOLD.

3. NO RECREATIONAL, (PLAYGROUND OR SPORTS EQUIPMENT) SHALL BE INSTALLED OR PLACED WITHIN OR ABOUT ANY PORTION OF THE ESTATES OF SILVERLAKE WITHOUT PRIOR WRITTEN APPROVAL OF THE BOD.

4. SWIMMING, (FISHING,) AND FEEDING WILDLIFE ARE PROHIBITED WITHIN ANY OF THE LAKE OR WATERBODIES WITHIN OR ADJACENT TO THE ESTATES OF SILVERLAKE.

5. ROOFS AND/OR EXTERIOR SURFACES INCLUDING, BUT NOT LIMITED TO, WALKWAYS, FENCES AND CONCRETE WALLS MUST BE PRESSURE CLEANED TO BE FREE OF ANY MOLD. EACH HOME SHALL BE PRESSURE TREATED BY THE OWNER OF SUCH HOME WITHING 30 DAYS OF NOTICE BY THE BOD AND/OR VIOLATION COMMITTEE.

6. NO COOKING SHALL BE PERMITTED OR STORED IN THE FRONT YARD OR DRIVEWAY OF ANY HOME OR LOT UNLESS APPROVED BY BOD FOR A SPECIAL OCCASION.

7. HOLIDAY LIGHTING AND DECORATIONS SHALL BE PERMITTED TO BE PLACED UPON THE EXTERIOR PORTIONS OF THE HOME COMMENCING ON THANKSGIVING AND SHALL BE REMOVED NOT LATER THAN JANUARY 15TH OF THE FOLLOWING YEAR.

8. NO WALLS OR FENCES SHALL BE ERECTED OR INSTALLED WITHOUT PRIOR WRITTEN CONSENT OF THE BOD/A&M COMMITTEE.

9. EACH OWNER ACKNOWLEDGES THAT THE ASSOCIATION HAS THE RIGHT TO ENCROACH UPON AN EASEMENT OVER HIS/HER HOME AND/OR LOT FOR THE PURPOSE OF INSURING COMPLIANCE WITH THE REQUIREMENTS OF THE BY-LAWS AND RULES AND REGULATIONS. RESIDENTS ON THE DRY SIDE WILL BE GIVEN NOTICE PRIOR TO AN INSPECTION.

10. NONE OTHER THAN BLOOD RELATIVES ARE PERMITTED TO RESIDE AT THE ESTATES OF SILVER LAKE HOA. A BLOOD RELATIVE IS DEFINED AS A MOTHER, FATHER, CHILD, STEP-CHILD, GRANDPARENTS, SISTERS & BROTHERS. ALL OTHERS SEEKING TO RESIDENCY WITHIN THE ESTATES MUST FOLLOW THE APPROVAL GUIDELINES STATED IN THE COVENANTS AND RESTRICTIONS.

To All Silverlake Homeowners and Family Residents:

The following pages are replacements for the Index and Community Standards portion of your Homeowners' Guidebook. You may remove the old index and all of the Community Standards (green pages) from your Homeowners' Guidebook and replace them with this package. Although many of the Community Standards have not changed, it is easier to replace the entire section than to require each homeowner to replace individual pages.

Do not remove Part Two (Declaration of Covenants and Restrictions – Blue Pages) or Part Three (Boynton Beach City Information – Yellow Pages), which have not changed.

Included in this package are:

- Nine Principles of Operation
- Index to Homeowners' Guidebook
- Package of Community Standards

Please change your Homeowners' Guidebook to include these new pages and use this as your guide of community activities and requirements.

As a reminder, replace the index and Green pages only. Do not throw away the blue or yellow pages from your notebook.

Board of Directors
2016

**NINE PRINCIPLES OF OPERATION
FOR THE ESTATES OF SILVERLAKE HOMEOWNERS' ASSOCIATION**

- I. The Estates of Silverlake Homeowners' Association is a corporation, incorporated and registered in the State of Florida.

The corporation must operate in full accord with its charter documents, laws of Florida and is obligated to a full code of business ethics.

- II. The Association is responsible for managing the common properties and establishing the framework for community-wide concerns, within the authority of its guiding documents.

The Association is not a substitute for interaction between neighbors and residents on interpersonal matters.

- III. The Association must work within its limits of authority.

Not all problems are solvable and solutions may not satisfy all of the residents.

- IV. The Association depends heavily on the efforts of volunteers to provide quality service to the community.

It is inappropriate to criticize volunteer workers and demand that they do more; rather, all residents are asked to make some effort to improve life in Silverlake.

- V. The Board of Directors are elected as representatives of the members and residents to manage the affairs of the Association.

Directors are expected to (a) do the research necessary to have informed opinions on major issues rather than expecting each resident to fully investigate issues and (b) address community concerns rather than pursue a personal agenda.

- VI. The Board sets guidelines and makes policy.

The Board is not expected to be free labor for work on day-to-day community operations.

- VII. All Board and Committee meetings are open to all residents of Silverlake.

The correct way to resolve community issues is to present the issue to the relevant committee for a recommendation to the Board.

- VIII. Resident may address their concerns during the open period of any Board or Committee meeting.

Time is set-aside for residents to make constructive statements and raise relevant issues.

- IX. Issues should be resolved through a neighborly, thoughtful discussion of the problem.

Emotional, rancorous, abusive or disrespectful comments do not address the issue, do not solve problems and are not acceptable at Board and committee meetings.

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PART TWO: Declaration of Covenants and Restrictions

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Exhibit 1, Statement of Plat Recording Page A1 Reprinted April 16, 1996

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PART THREE: Boynton Beach City Information

Miscellaneous information, unnumbered, undated

City of Boynton Beach information is no longer supplied.

Information can be reached using the City of Boynton Beach website:

www.boynton-beach.org

SILVERLAKE COMMUNITY STANDARD 1-1 – Organization and Shareholders

PURPOSE: Specify the role and purpose of the Estates of Silverlake Home Owners' Association.

Information: Estates of Silverlake Home Owners' Association is a Florida Not-For-Profit corporation. The purposes of the corporation are to:

- A. Maintain a fiduciary relationship and provide management oversight for the Commonly owned properties,
- B. Maintain and improve the quality of life of the residents of Silverlake, and
- C. Maintain architectural control over the community

Each property owner is a shareholder in the overall corporation as a result of purchasing one or more of the Silverlake properties. As a shareholder within the corporation, each resident shares responsibility for the care of the common properties and for the quality of life for the entire community.

Shareholder interests are protected by a Board of Directors, elected by the community to represent them in overseeing the corporation's activities. The Board of Directors, composed of unpaid volunteers drawn from the community, normally meets a minimum of once a month to manage corporate activities. Shareholders are welcome to attend each meeting and will have opportunities to express their opinions at these monthly meetings.

Management activities emphasize volunteer work, and much of the community interests and maintenance are looked after by unpaid volunteers. It is unfair to expect a small minority of active volunteers to perform all of these tasks, and so the corporation is always interested in obtaining additional volunteer help to assist in community maintenance and activities.

Community Standards:

- A. Each homeowner or lot owner will receive an initial distribution of corporate material which will include a set of the Community Standards which govern community activities and a copy of the Covenants and Restrictions (which also has the Articles of Incorporation and Bylaws as attachments).

B. At each subsequent home sale, the buyers will receive a Disclosure Statement from the sellers which specifically informs the new owners of their position within the corporation and their responsibilities to conform to (a) the Community Standards and (b) Covenants and Restrictions.

C. As the elected representatives of the members of the corporation, the Board of Directors is responsible for overseeing the corporation activities and is empowered by the corporate documents to take the necessary actions to fulfill its responsibilities, including determining and levying assessments, maintaining the appearance and functionality of corporate assets, approving new residents, providing violation notices and fines (when necessary) within the community, maintaining architectural control, and other responsibilities as outlined in the governing documents.

D. Where, in the Board's opinion, there is a conflict between:

- (a) its fiduciary relationship to the members in managing the community in a conscientious, businesslike manner and

- (b) interference (possibly unintended) caused by internal contradictions within the Community Standards or the covenants and Restrictions.

The Board is empowered to take the actions it deems to be in the community's best interests while making a good-faith effort to resolve the conflict by amending the conflicting documents.

E. The Community Standards are requirements established by the Board as the elected representatives of all of the members, to implement the guidance which exists in the Covenants and Restrictions, city and state statutes, and other guiding documents. Complying with the Community Standards is mandatory for the Silverlake community and violation notices will be given to violators.

F. Where special circumstances exist (for example, unusual lot configuration, security requirements along the community's rear perimeter, special needs of physically challenged residents, etc.) the Board can grant waivers to these Community Standards. Each waiver will be of a duration decided by the Board, but will expire whenever the lot or home is sold, unless re-approved by the Board at that time.

SILVERLAKE COMMUNITY STANDARD 25-1 – Problem Resolution Committee

PURPOSE: To identify a route which can be used to help neighbors resolve differences which, if unsettled, could hinder the development of a community of amicable residents.

Information: Occasionally disagreements occur between homeowners, particularly where they may perceive that the rights or intentions of one conflict with those of another, and where the existing Community Standards do not specify a clear course of action. To help homeowners resolve these disagreements without going to the trouble or expense of arbitration or other legalistic solutions, the Board has created the Problem Resolution Committee. The PRC is available to hear both sides of the discussion, help the members get a better perspective on the issues, and suggest a resolution to the persons involved.

Community Standards:

The Problem Resolution Committee is formed of three persons, selected by the President of the Board of Directors. Normally at least one member of the PRC will be a Board members who can provide some relevant background knowledge related to the specific or similar problems.

PROCEDURES:

1. The use of the PRC to resolve a conflict within the community can begin with either:
 - A. A request to the committee or Board by one of those involved in the disagreement to have the Committee become involved; or
 - B. A request by the Committee to those involved in the disagreement that they permit the Committee to attempt to resolve the differences.

In either case, normally all parties involved in the disagreement should agree to have the Committee review the problem before the Committee goes ahead.

2. The Committee will listen to all sides of the disagreement, do whatever additional research on the problem that is necessary, and then make its recommendations to the participants. These recommendations are advisory only. The Committee has no power to enforce its recommendations on the parties involved. However, in the event

the Committee does discover violations of community standards, it will also ensure those violations are handled using the customary procedures for violations, including violation notices, fines, Limited Service, etc., as appropriate.

3. As appropriate to the specific circumstances, the PRC may report to the Board on the results of its research into individual problems, particularly if the PRC's recommendations are not acceptable to the parties involved in the dispute.

SILVERLAKE COMMUNITY STANDARD 30-2 – Access to Official Records

PURPOSE: To inform the members on procedures to be used to obtain copies of Association records.

Information: The official records of the Association are available to any member for review and may be photocopied if desired. These records include a copy of the declaration of covenants and related amendments; a copy of the current rules of the Association, Board of Directors meeting minutes for the last seven years; a current roster of all members with their mailing addresses and lot identifications; Association insurance policies; all contracts to which the Association is a party; financial and accounting records including receipts and expenditures, member account information, tax returns and financial statements and similar information.

Each member is provided a copy of the Covenants and Restrictions and Community Standards at the time of purchase of a Silverlake property. A summary budget is also provided to each member each December prior to the annual General Meeting.

Members who require additional copies of the material already provided to them, or who wish copies of other official records can request them from the Association. If possible, members are expected to make copies themselves using the record copies available at the Association office in the gatehouse, and must reimburse the Association for the cost of the copies.

Community Standards:

A. Members who require copies must request them in writing by a letter to the Treasurer, Estates of Silverlake Homeowners' Association, providing as much information as possible on the items requested. The approximate number of pages being requested, if known, should be included in the request.

B. The member will be given an opportunity by the Treasurer within ten days of receipt of his written request to make the copies requested. The Treasurer will schedule a time within normal working hours that the member may review the records and make copies, using ESHOA facilities. Alternatively, the Treasurer may provide blocks of time during the work week when the copies can be made.

C. The charge for copies of ESHOA records made by the member is \$0.15 per side on 8 ½ x 11 paper. The member is expected to pay for the copies at the time they are made.

D. If the person requesting records (or his representative) is not available to make the copies, the Treasurer may make the copies and forward them to the member by mail. Ordinarily, the copies will be mailed within 10 working days of receipt of the member's request, contingent on the size of the demand for copies and other demands on the time of the Treasurer.

E. For copies made by the Association at the member's request, the charge is \$0.20 per side on 8 ½ x 11 paper, plus the costs of mailing.

F. The Association will keep a small supply of the records most likely to be requested, including the Covenants and Restrictions, Community Standards and Directory of Homeowners, so that requests for these items can be quickly met.

SILVERLAKE COMMUNITY STANDARD 31-1 – Assessments

PURPOSE: Define what assessments are used, how they are determined and what the homeowner responsibilities are.

Information: There are four types of assessments that are used to fund ESHOA activities. These include:

- Common Expense Assessment
- Limited Service Assessment
- Special Assessment
- Emergency Assessment

Each of these assessments together with interest and cost of collection is a charge on the land and can be made a continuing lien upon the property for which the assessment is made from the time a claim of Assessment Lien is filed in the public records. In addition, each assessment is also the personal obligation of the person who is the property owner at the time the assessment falls due.

The assessments are used exclusively to promote the recreation, health, safety and welfare of the residents of Silverlake. In particular, the assessments are for the improvements and maintenance of common properties, services and facilities and related to the use and enjoyment of them and the homes within Silverlake.

COMMON EXPENSE ASSESSMENT: The Common Expense Assessment is created to meet the needs of the budget for ESHOA annual operations. At least 30 days prior to the beginning of each calendar year the Board of Directors will determine an annual budget, which covers all of the estimated common expenses for the following year. Each assessed lot then shares an equal portion of the yearly Association expenses.

LIMITED SERVICE ASSESSMENT: A Limited Service Assessment is made whenever it is necessary for the Association to provide Limited Service to a specific lot. The Limited Service Assessment includes all costs associated with providing Limited Service, including any interest and administrative costs which result from administering Limited Service and collecting the Limited Service Assessment. Normally a Limited Service Assessment, once received from the homeowner, is used to pay off all costs related to the specific Limited Service that had been provided, or to reimburse the Association for its costs in providing Limited Service.

SPECIAL ASSESSMENT: In the event of unexpected construction, reconstruction, repair or replacement costs that cannot be accommodated within the annual budget, a Special Assessment can be levied. A Special Assessment requires the approval of two-thirds (2/3) of the members voting at a meeting called to approve the Special Assessment. There are special quorum requirements for a Special Assessment meeting, which are covered in the Covenants and Restrictions, Article VI, section 5.

EMERGENCY ASSESSMENT: An Emergency Assessment is used for immediate repairs that cannot be paid from the Common Expense Assessment. An Emergency Assessment requires the approval of the Board of Directors. After such approval the Emergency Assessment is due within thirty (30) days after notifying the members of the Association. Approval of the members of the Association is not needed for an Emergency Assessment.

Community Standards:

A. The Board of Directors is responsible for establishing the amount of assessments and commencement date for each assessment period, at least thirty (30) days in advance of the commencement date. Written notice of the assessment will be sent to every owner liable for the assessment.

B. Assessments are due on the first of January, April, July and October, and will be considered delinquent after the 5th of these months. A late fee of \$25 will be assessed on the 6th. If the assessment and late fee are not paid by the last day of January, April, July or October, the Secretary has the authority to file a lien against your property.

C. Quarterly statements are mailed as a courtesy, not as a requirements. Homeowners have signed a 10 Point Disclosure indicating they understand the rules and regulations of Silverlake.

D. More details on the assessment process are in the Articles of Incorporation, Article VI and Article IX, Section 4.

SILVERLAKE COMMUNITY STANDARD 31-5 – Audits

PURPOSE: To provide information on auditing procedures for Silverlake accounts.

Information: The Estates of Silverlake Homeowners' Association financial matters are handled by the Association Treasurer as an officer of the Association. The Treasurer meets this responsibility with the assistance of a Certified Public Accountant who reviews the Association financial records to ensure they meet accepted accounting standards.

Experience has shown that an outside audit is prohibitively expensive and is not normally necessary. As a result, an Association Audit Committee, normally chaired by the Association Vice President, oversees the audit of ESHOA activities. The committee includes the Treasurer as an ex officio member, and other qualified volunteers from within the community.

Community Standards:

The Audit Committee, under the supervision of the Vice President, will supervise an annual audit of Association records and present a report on its activities at the yearly general meeting.

Additional volunteers from within the community, with audit experience and the ability to provide unbiased assistance in the audit process, may be added to the committee at the discretion of the Board of Directors.

SILVERLAKE COMMUNITY STANDARD 40-1 - Clubhouse

PURPOSE: To specify rules for use of the Clubhouse.

Information: The Clubhouse is available for use by residents of Silverlake for either community or private functions. Each homeowner share responsibility for maintaining the security of the clubhouse and its contents. The Clubhouse will be kept locked at all times but can be entered by signing out the key at the Gatehouse. The Clubhouse is available to residents from 8:00 a.m. to 10:00 p.m. Kitchen and storage areas are locked except for special functions.

There is no separate maintenance or cleanup staff, and those that use the Clubhouse are responsible for cleaning it up and returning the interior to its original configuration at the completion of their use and are responsible for any damage to the facilities that may occur during their period of use. The Clubhouse is restricted to social activities sponsored by residents, their immediate families and houseguests. Guests must be accompanied by a resident when using the Clubhouse.

Community Standards:

- A. The Clubhouse is "off limits" to all persons in bathing attire.
- B. Air-conditioning and lighting is for use during group functions, parties, etc., when three (3) or more persons are using the Clubhouse.
- C. The Clubhouse can be rented for private use or parties. Clubhouse rental includes permission to use the Clubhouse parking area but does not include use of the tennis courts, pool, pool area or common grounds. Conditions for Clubhouse rental include:
 - (1) The Clubhouse is available to all members in good standing, for social entertaining. No commercial, fraternal or religious purposes or activities are permitted;
 - (2) Full financial responsibility is assumed for any and all damages that might occur to the Clubhouse and all other facilities and equipment used in conjunction with its use;
 - (3) The swimming pool, pool deck, pool pavilion areas and tennis courts are not included in the rental agreement and cannot be set aside for private use or parties;
 - (4) The Clubhouse, kitchen and all equipment used will be left in a clean Condition and all refuse, including that which was placed in the pool area Trash barrels must be removed before noon of the day following the rental;
 - (5) If the number of guest cars exceeds the parking lot capacity of twenty-three (23), the Board requires that arrangements be made with the Security Committee for a guard to direct traffic and parking.

D. Rental fees for use of the Clubhouse, including the kitchen and all equipment, is subject to change and can be located on the Clubhouse Rental Form, obtainable from the Gatehouse.

E. Smoking in the Clubhouse is prohibited at all times.

F. Indiscrete and illegal activities or behavior are prohibited in the Clubhouse.

G. Children under the age of 18 must have an adult escort to use the Clubhouse.

H. Upon leaving the Clubhouse, Residents shall make certain that all doors are locked and the key is returned to the Gatehouse. If the Resident and guests have turned on the air conditioner, fans and/or lights, please make certain these items are turned off.

I. Bicycles ridden to the Clubhouse must be parked in the bike rack located in the parking lot.

J. The sitting area located lakeside behind the Clubhouse is common area. Residents enjoying the lake from this vantage shall clean up after themselves.

K. Evening poolside teen parties will be prohibited. Parents will assume all responsibility for parties and provide a minimum of three (3) adult chaperones. Along with the Clubhouse Rental Application, the Resident must submit a guest list and the names of the chaperones, which will be forwarded to the Gatehouse. Teen use of alcohol or illegal substances is strictly prohibited in the Clubhouse.

SILVERLAKE COMMUNITY STANDARD 40-2 – Pool

PURPOSE: To specify rules for use of the community swimming pool.

Information: The Silverlake community swimming pool is available to homeowners and residents, their immediate families and house guests. The pool is available for use from sun-up to dusk and is not available for short periods while being serviced. Swimmers will be asked to leave the pool during servicing. There is no lifeguard at the pool. The pool is not available for private parties, which would prevent other residents from using the pool. There is no staff for daily maintenance or clean-up, so when leaving, pool users are required to straighten up their pool furniture, clean up after themselves and leave the pool in a neat and clean condition – **whether or not it was that way when they arrived!**

ALL PEOPLE SWIM AT THEIR OWN RISK

Community Standards:

- A. The pool is available for use from 7:00 a.m. until 10:00 p.m.
- B. Children under the age of 12 must be accompanied by an adult.
- C. Guests must be accompanied by a resident when using the pool. Normally, each resident may escort no more than six (6) guests to the pool and pool area.
- D. Conventional swimming attire is required, including swimming caps over long hair.
- E. All persons using the pool must shower prior to entering the pool and must ensure suntan lotion has been removed before swimming.
- F. No diving or jumping into the pool. The pool is too shallow.
- G. No rafts, large toys or balls are allowed in the pool.
- H. No ball playing in the pool area.
- I. Personal radios can be used with earphones only to avoid disturbing other pool users.

AUTHORITY: DCC&R, Article IV, Paragraph 2; Article X, Paragraph 2, Board of Directors. Effective October 27, 2001 and May 18, 2005.
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- J. Food and beverages are prohibited on the pool deck. Beverages in plastic cups are permissible under the pavilion roof. Plastic sport bottles are allowed poolside.
- K. Persons with skin infections or bandages may not use the pool.
- L. Infants in diapers must wear rubberized pants.
- M. Persons in swimming attire must use the side doors to the washrooms rather than entering through the clubhouse.
- N. Deck lounges must be covered by a full towel.
- O. Before leaving, persons using the pool must clean up their area and return pool furniture to its original position.
- P. No vehicles, except wheelchairs, are permitted on the pool deck or pavilion area. This includes, but is not limited to, roller blades, skates, skateboards, scooters and bicycles.
- Q. Smoking materials must be disposed of properly.

SILVERLAKE COMMUNITY STANDARD 40-3 – Lake

PURPOSE: To specify rules for maintenance and resident use of the lake.

Information: The lake is over 40 feet deep in places and is directly linked to the aquifer which provides fresh water for the entire region. The lake has extremely steep drop-offs (45° or more) near the shoreline and it is not safe to wade or swim in the lake. All of the storm sewers within the Silverlake development empty into the lake, which also collects a significant amount of fertilizer and pesticides by way of rainwater runoff from individual properties. Pollutants which enter the storm sewers from the roadway, swale or residential areas immediately affect lake water quality, with the potential for further damage to Florida's freshwater resources. The lake is a part of the South Florida water management system and is connected by an exit weir located at the southeast end of the lake to the canal system operated by the South Florida Water Management District. The lake is managed within guidelines established by the SFWMD. Because of its overall importance to the community, the Board of Directors of ESHOA pays special attention to maintaining the health of our lake.

The lake has a native population of birds, fish and reptiles which are protected by Florida state regulations. There is a continuing program to minimize erosion and improve lake quality through a monthly spraying program and by maintaining a suitable population of native Florida aquatic plants (Bald Cypress, Pond Cypress, Arrowhead, Pickerelweed, Cordgrass and Spikerush) along the shoreline. In an attempt to control undesirable vegetation such as Hydrilla, the Homeowners' Association has stocked the lake with Triploid Carp, a sterile, grass-eating hybrid. If caught, they MUST be released back into the lake.

Community Standards:

- A. Homeowners who need additional shoreline erosion protection must get approval for and coordinate all work with the Architectural and Maintenance Committee.
- B. Wading and swimming are not allowed in the lake.
- C. Homeowners must not pollute the lake by directly or indirectly discarding lawn clippings/debris, pet waste, pesticides, oils or other pollutants into the lake or the community storm drains (all of which drain directly into the lake).
- D. By Florida law, no exotic fish or plants are to be introduced into the lake. This applies in particular to water hyacinth and water poppies, two plants available

from retail sources that have the potential to reproduce out of control. It is illegal to bring in fish caught in other waters, and it is illegal to introduce exotic species such as Tilapia, Oscars or Peacock Bass because of the potential for damage to native species.

E. Sailboats, unpowered row- or pedal-boats, or small boats powered by electric motors (e.g., battery-powered trolling motors) are allowed on the lake.

F. Dry lot owners have access to the lake via the common properties (clubhouse/tennis court areas) only. Trespassing across private properties is prohibited.

G. Fishing Regulations:

All Florida state fishing regulations apply.

A fishing license is required.

- For Largemouth Bass, a catch-and-release policy is encouraged unless the fish is damaged too severely to have a good chance of survival.
- Limit for Largemouth Bass is five, only one of which can be larger than 14" in length. This is a state regulation for this area.
- For panfish (bluegills, sunfish, bream) there is no size limit, and a possession limit of 50 per day.
- Trash fish (gar, tilapia, etc.) should be removed from the lake if caught.

Residents should become familiar with the regional warnings on the mercury poisoning potential for bass and other fish, which include recommendations on minimizing their consumption.

All guests must be accompanied by a resident when fishing.

H. It is recommended that lakeside homeowners:

- Remove any and all tree limbs and palm fronds from the shoreline as they fall.
- Remove all fruit and coconuts as they fall, before they roll into the lake.

Because these can be damaging projectiles, it is recommended that ALL homeowners remove coconuts from their trees at the onset of hurricane season.

SILVERLAKE COMMUNITY STANDARD 40-4 – Tennis Court

PURPOSE: To specify rules for the tennis courts.

Information: Silverlake has three tennis courts available for community use. There is no maintenance staff and those persons using the courts are responsible for clearing the courts, disposing of any refuse, and leaving the area neat and ready for the next users, prior to leaving the courts.

Community Standards:

- A. The use of the tennis courts is restricted to homeowners, residents, their immediate families and houseguests. Guests must be accompanied by a resident when using the courts.
- B. Children under 10 must be accompanied by an adult.
- C. Tennis shoes are required.
- D. Playing time is limited to one hour when other are waiting.
- E. Use of the tennis courts for activities other than tennis is prohibited.

SILVERLAKE COMMUNITY STANDARD 40-5 – Roadways, Driveway Aprons, Sidewalks and Swale Areas

PURPOSE: To specify homeowner responsibilities for maintenance for roads and swales within Silverlake.

Information: The maintenance and operation of the common areas is the responsibility of the Association and is a common expense, except the sidewalk, driveway apron and swale area in front and/or side of each lot, which is the responsibility of the homeowner to maintain. It is a violation to habitually fail to maintain the swale area, driveway apron and sidewalk to community standards.

Care, planting, trimming and replacement of shrubbery and trees in the swale area are the responsibility of the homeowner. If necessary, Limited Service can be invoked if the homeowner fails to maintain the plans in the swale to community standards. The Association has the authority, when necessary, to carry out the removal of trees that are causing damage to roads and sidewalks. By Boynton City Ordinance, homeowners are held responsible for damage to roadways or sidewalks caused by trees and shrubs located on the swale in front of their property. All changes to ground cover, shrubbery or trees in swale areas require the approval of the Architectural Review Committee and the City of Boynton Beach.

Community Standards:

A. The sidewalk, driveway apron and swale area adjacent to each lot is the responsibility of the homeowner and must be kept up to the same standards as the rest of the property. In addition, there are the following minimum requirements for maintaining the sidewalk, swale and driveway aprons:

- Tree limb clearance over the roadway and sidewalk is a minimum of ten feet above ground.
- Trees in the swale area which have root systems which damage the adjacent roadway or which raise or otherwise damage the adjacent sidewalk may be removed by ESHOA, regardless of how or when they were originally installed.
- Homeowners must obtain architectural approval from ESHOA and the City of Boynton Beach for all trees, shrubbery and ground cover to be planted or to be removed from the swale area.

- Sidewalk and driveway apron must be kept a natural concrete color.
- Sidewalks and driveway aprons must be maintained free of mildew, rust and similar stains. Homeowners may want to stain their sidewalks and driveway aprons to make it easier to keep these concrete areas clean. A concrete stain, color Cool Sand, manufactured by Porter Paints is approved for use on these areas and is available from Porter Paint Co., 650 No. Federal Highway, Delray Beach. This stain can be applied without additional Architectural Control approval.
- By Boynton Beach City Ordinance, roadway and driveway marker buttons are restricted to a height of no more than 3½ inches and a width of no greater than 8 inches. They must have a flat or rounded top (the pyramid style is illegal) and be placed no less than five feet apart.

B. The Association is responsible for normal road maintenance as a common expense. However, property owners are required to maintain the swales, and it is a violation of the Boynton Beach City Ordinance for the property owner to permit a tree in the swale area to break up or raise the contiguous street or sidewalk.

C. Homeowners may be cited for failing to maintain areas to community standards or to the requirements of Boynton City Ordinance. The remedy is corrective action to correct the deficiency. Failing to correct deficiencies in a timely manner can result in the Association invoking Limited Service, having the repairs made and billed to the homeowner under the provisions for Limited Service. Continued violation of this Standard can result in a violation notice and fine, as appropriate to the circumstances. If it is not possible to use Limited Service to rectify problems, failing to meet community standards may then be deemed a nuisance and treated under the provision of Community Standard 80-1. Violations of the city ordinance could lead to action by the city to enforce their requirements.

SILVERLAKE COMMUNITY STANDARD 40-6-ACCESS TO SILVERLAKE

^{How}
PURPOSE: To specify ~~access~~ access to Silverlake is controlled.

INFORMATION: Access to Silverlake is controlled at the Gatehouse by "controlled access guards" and overseen by the ESHOA Security. All access to Silverlake is on a by name (individual or commercial) basis. Residents are given **two stickers per household**. If needed there is a \$5.00 charge for any additional stickers, but, you must return the sticker given on the car or cars if it is not at your address anymore in order to receive a new sticker unless it is a additional barcode sticker needed for a new car. The new sticker will activate the main gate. In addition, each resident should complete a "Resident Information Form" to the Head of the Security listing other persons (e.g., family, close friends; medical assistants, yard care & pool care, etc.,) who can be admitted with proper identification, which is a **Driver's License, Employee Picture I.D or Government Issued I.D.** Others will be admitted to Silverlake only after the resident notifies the Gatehouse of the expected visitor. In the event of drop-in visitors, the Gatehouse will call the resident to request permission for the visitor to enter. All visitors who do not receive appropriate clearance from the Homeowner will be turned away at the gatehouse and will not be permitted to enter Silverlake. As a result, it is imperative that residents who are expecting visitors or who are expecting a delivery, workman, etc., ensure that the Gatehouse is aware of the planned visit. Otherwise, the visitor will be turned away.

This Community Standard is Intended to provide community controlled access without being an obstacle to resident's quality of life. Under certain circumstances (e.g., an invalid resident requiring unscheduled visits, residents who are unable to communicate by telephone because of infirmity or non-English speaker, etc.,) the provisions of this Community Standard can be waived. The Gatehouse attendant is authorized to make on-the-spot waivers, after noting the identification of the person and vehicle involved.

Because entry to Silverlake is on a by-name basis, garage sales, home-sales, open houses and events of a similar nature which require access by the general public are not permitted within Silverlake.

Community Standards:

- 1. Barcode Stickers:** A maximum of two barcode stickers will be issued to each household which opens the electrical arm into our community.
- 2. Access Devices:** Barcode Stickers are for the use of Silverlake Residents only and must not be given to others not living within Silverlake. If a new vehicle is purchased, you must notify Head of Security to obtain a new sticker.
- 3. Automatic Access:** When first moving to Silverlake, new residents will complete a "Resident Information Form" and submit to the Head of Security. Among items on the form is a list of persons, by name or by company affiliation, who should automatically be admitted to Silverlake to visit the resident. This list might include family, friends, healthcare workers, housekeepers, lawn care, pool care and similar persons. Persons on this list need only provide proof either by a **driver license or government issued I.D** to the Gatehouse attendant to obtain entry to Silverlake. Updates can be made by submitting a revised Residents Information Form. Copies at Gatehouse.
- 4. Prior Notification to Gatehouse:** When expecting other visitors, residents should notify the Gatehouse attendant, either in person or by telephone, of the guest's expected arrival. When these persons arrive they should provide **proper** identification to the Gatehouse attendant and will be admitted to Silverlake.

5. No Notification: If a visitor, including commercial representative, arrives at the Gatehouse and the Gatehouse attendant has no prior notification (i.e., the visitor is not listed on the homeowner's list of persons to be automatically admitted and no prior notice has been given to the Gatehouse attendant of a one-time entry) then the Gatehouse attendant will attempt to make a phone call to the resident's home to request the resident's approval. If the Gatehouse attendant makes contact with the resident and the resident approves, the visitor will be admitted to Silverlake. Otherwise, the visitor will be turned away.

6. Party Guest List: Residents holding parties should provide the Gatehouse attendant with a guest list as soon as possible, so that guests can be admitted without delay. Names not on the guest list will not be admitted to Silverlake.

7. Responsibility: All residents of Silverlake will be held responsible for the costs of any and all damages caused by the actions of their guests while within Silverlake.

8. Exceptions:

(A) During the day, package delivery and courier services, UPS, Fed. Ex, etc., are admitted to Silverlake on their own schedule.

(B) Residents with special needs should notify Silverlake Security and a Resident Form should be updated with that healthcare worker's full name and organization they are employed by. Our Guardhouse is open from 7:00AM-11:00PM 7 days a week for our residents and if they are overnight healthcare providers then they should be added to the **NO CALL LIST**. But, remember as soon as they are no longer employed for your special needs, please notify Silverlake Security as soon as possible to have that healthcare provider deleted from your **NO CALL LIST**!

(C) **Emergency Vendors:** At The Estates of Silverlake our HOA considers these vendors as emergency vendors, Electric Company, Water Company, Telephone Company, Cable Company and Air Conditioning Companies they are permitted to enter Silverlake on the weekend and after 5:00PM.

Authority: Vote of the Board of Directors – Effective May 22, 2012

* RFID Entry Codes will be removed from the Computer System when Residents fail to pay ^{Quarterly} HOA maintenance fees or violation fees. A \$25.00 fee will be charged to Re-enter the system -

* needs to go on ~~HOA~~ maintenance-fee STANDARD # ?

SILVERLAKE COMMUNITY STANDARD 41-1 – Trash Pickup

PURPOSE: To inform residents on city trash pickup policies and specify when items can be placed at curbside for pickup.

Information: The City of Boynton Beach provides two trash pickups each week, on Tuesday and Friday mornings throughout the year, except for Christmas and New Years Day. The Tuesday pickup is for kitchen and household garbage and recycling materials. The Friday pickup is for household garbage, lawn & garden debris, and other large (bulk) items. Residents can place items for pickup at curbside the evening before the scheduled pickup day.

By City regulation, City provided containers and recycle bins cannot be placed at curbside prior to 6:00 p.m. the evening before pickup. City provided containers and recycling bins should be retrieved from curbside as soon as possible after the trash has been picked up, and must be retrieved from curbside by 6:00 p.m. the day of pickup. Lawn care or maintenance contractors are responsible for clearing away their own debris.

When not at curbside, City provided containers and recycling bins must be stored out of sight from the street or lakeside, either inside or behind suitable concealing shrubbery or fencing.

Community Standards:

A. On **Monday** evening City provided containers and recycling bins for pickup can be placed at curbside beginning at 6:00 p.m. and must be retrieved from curbside as soon as possible, no later than 6:00 p.m. on Tuesday evening.

B. On **Thursday** evening, City provided containers can be placed at curbside beginning at 6:00 p.m., ***residents may*** place lawn waste in bags or containers no earlier than 3:00p.m. Tree limbs must be cut to 6' lengths or shorter. City provided containers must be retrieved as soon as possible, but no later than 6:00 p.m. on Friday evening.

C. Any material which is not taken by the trash pickup must be stored by the homeowner out of sight until the next pickup day.

D. No City provided container or lawn waste is to be at curbside except during the times covered in A-C above. Residents must keep lawn and garden clippings, fallen palm branches, etc. out of sight until the time window for placing material at curbside, as stated above.

E. Contractors are required to remove their own trash. Homeowners who hire a contractor who leaves material at the curb outside the authorized hours for city pickup can receive violation notices and fines.

F. When not at curbside, City provided containers and material being held for pickup must be stored so that it is not visible from the street or lakeside.

Residents who habitually violate this Community Standard will be cited for a violation by ESHOA. Each day the violation exists will be a separate violation, subject to fines as per ESHOA policy. Violators may also be cited by the city for violation of a city ordinance in the case of trash pickup regulations. Contractors who regularly violate this standard may be prohibited from entering or doing work in Silverlake.

For further information, you may go to the City of Boynton Beach website:

<http://www.boynton-beach.org/government/departments/solid-waste/recycling.html>

SILVERLAKE COMMUNITY STANDARD 42-1 – Contractor and Subcontractor Work Rules

PURPOSE: To specify how contractors and subcontractors working on members' homes may gain access to the community and when they may work on projects.

Information: Exterior work by contractors on Silverlake property is permitted between 8:00 a.m. and 5:00 p.m. Monday through Friday, holidays excluded. Contractor work, inside or outside, which would not create a noise or other nuisance, is permitted outside of this time period. Examples of activities which are likely causes of noise nuisances including exterior carpentry or repairs, lawn mowing, pest control, scheduled roof repairs, pressure cleaning, adding insulation and similar activities which involve exterior machinery or extensive exterior activities.

Inoffensive activities (appliance or air conditioning repairs, cable/telephone installations, etc.) should normally be planned for the 8:00 a.m.-5:00 p.m. time period. However gate security will permit access to Silverlake outside of this time period if given prior notification by the concerned resident.

The above portion of this Community Standard is automatically waived during periods of emergencies.

Residents are reminded that many contractor activities (except for routine periodic maintenance – pool care, lawn care, pest control, etc.) may require architectural approval. Where this approval is necessary, contractors will not be allowed to enter Silverlake until gate security has been provided a copy of the approval notification, regardless of the time of arrival.

Recognizing that many residents prefer to do their own routine maintenance and may only have free time on the weekends, residents are reminded to use discretion in such noisy activities as carpentry and lawn mowing and, if weekend work is necessary, to minimize the noise impact, especially before 8:00 a.m. and after 5:00 p.m.

Community Standards:

A. Outside contractor work is only allowed on normal Monday-Saturday workdays, between 8:00 a.m. and 5:00 p.m.

AUTHORITY: Covenants and Restrictions, Article X, Paragraph 4. Effective as of February 21, 1996. Revised February 2008

B. Contractors performing work which requires approval of the Architectural Standards subcommittee will not be given access to Silverlake unless a copy of the approval for the work to be performed is already present at the gatehouse. This requirements is enforced rigorously by the security personnel.

C. Each homeowner has the responsibility of notifying the gatehouse of an expected contractor, prior to the contractor's arrival. If there has been no prior notification, the guard on duty will attempt to contact the homeowner by telephone when a contractor arrives. If no approval is received from the homeowner, the contractor will be turned away.

D. For contractors performing regularly scheduled services (e.g., pool service, yard service, pest control), the homeowner can specify, via a letter to the gatehouse or by completing the Security Committee's information form, which contractors should be admitted without prior notice.

E. The above procedures can be waived during periods of emergency.

F. All contractors must have suitable identification posted on the sides of their vehicles or they will be turned away. Normally, no unmarked contractor vehicles will be admitted to Silverlake.

Violations to this Community Standard may result in a violation notice to the offending homeowner.

SILVERLAKE COMMUNITY STANDARD 43-1 – Exterior Appearance, Landscaping and Yard Maintenance

PURPOSE: To specify the procedures and minimum standards of lawn care and landscaping and for the exterior appearance of houses.

Information: In order to protect Silverlake's reputation and standing as one of the premier home locations in the region, it is essential for every member to maintain their property to a high standard and on the Association to maintain the common properties to an equally high standard. At the same time, from the community's very beginning great care has been given to maintaining individuality in landscaping and house designs. The standards for appearance are intended to reinforce the individuality and uniqueness of each home, within the overall community atmosphere. There is no intent to turn Silverlake into a collection of look-alike buildings with standardized colors and landscaping.

In Florida, landscaping often accounts for more than 50% of all water used for home consumption. With Florida's decreasing fresh water resources and in the interests of water conservation, Xeriscape principles for landscaping and lawn care are encouraged by the State of Florida. Information on Xeriscape is available from the County Extension Office in West Palm Beach.

Community Standards:

- A. All exterior modifications to the house, and all major changes in landscaping require prior approval by the Architectural Standards Committee. More information and a copy of the request form is attached to ESHOA Community Standard 50-1, Architectural Control Procedures.
- B. All visible exterior surfaces of the house must be kept in a structurally sound and aesthetically attractive manner. No surface, including house elements, driveways, sidewalks, etc. should show evidence of mildew, rust or discoloring stains. All roofs, planters, walls, trim, fascia, entry and garage doors shall be in good repair and properly painted or stained.
- C. Landscaping should be compatible with the community and regional standards.
- D. Sodded areas must be maintained with minimal weeds and mowed on a regular basis, with all cuttings removed from walks, driveways, aprons and streets.

AUTHORITY: Covenants and Restrictions, Article X, Paragraph 2, 3, 7, 8, 9, 10. Effective as of October 27, 2001. Revised February 2008
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E. All lawn areas should be edged, including the perimeter along the sidewalk and along the edge of the street.

F. Water conservation: The following procedures are recommended:

- Do not water lawns or gardens between 9:00 a.m. and 5:00 p.m.
- Turn off timers on sprinkler systems during the rainy season or periods of rain
- Add soil amendments to improve water retention in lawns and gardens
- Plant drought resistant plants. A list of recommended Xeriscape plants is available from the South Florida Water Management District or the County Extension office

G. Sod composed of X-10 St. Augustine grass is recommended for patching or replacing sodded areas.

H. All trees must be trimmed so as to provide at least ten feet clearance above the street and sidewalk.

I. All hedges must be trimmed to provide a consistently neat appearance. [Formal shearing to force a flat-sided or flat-topped configuration is not required and is not appropriate for most Florida flowering shrubs.]

J. For dry lots, boundary hedges or fences may be approved to a maximum height of six feet and may be placed along the rear property line and along the side property line as far forward as the rear of the dwelling.

Homeowners along Congress Avenue must keep trees and bushes trimmed so as not to hang over the privacy wall on Congress Avenue.

K. For wet (lake) lots, perimeter hedges may be planted along the side property line between the front and rear lines of the adjacent houses. They must be maintained to a maximum height of four feet.

L. Trees and bushes may not be planted within 20 feet of the lake if the result is to eliminate a neighbor's view of the lake from the back of the neighbor's property. Existing trees and shrubbery that might eliminate a neighbor's lake view from the property rear must be trimmed to permit the neighbor to have a lake view, if possible. No dry lot owner shall discard branches, limbs or trash over the wall along Congress or on the Canal Banks of Golf Road or Congress.

M. Concrete areas must be kept free of litter and debris. Homeowners may want to stain their sidewalks and driveway aprons to make it easier to keep these concrete areas clean. The only approved color is "Cool Sand" which is no longer a standard color but is made to order for Silverlake residents by Porter Paint stores. Two options are available:

1. Water based which can be obtained at the Porter Paint Store at 650 N.E. Sixth Ave. in Delray Beach. Phone is 561-276 7453. In order for this not to peel a primer also available from this store should be used first. This is particularly important wherever automobiles are parked or driven over the painted area.

The description of the paint is 4-4210
CLR-SL WB CON STN WH/PS
Cool sand = B17.5 C 1Y19 F 3
Price as of Dec. 2008 was \$ 36.30

2. Solvent (Xylene) based which can be obtained from the Porter Paint store at 2986 Jog Rd. in Greenacres, FL. Directions are North on Jog Rd. past Lake Worth Rd., take right at next light which is N 10th. And first left into shopping center . Porter Paints in on the left. Phone is 561-433-4292. This does not require a primer.

The description of the paint is PP3249
Color seal light base
Cool sand = HB6 – HC1Y-HF3.5-HD1
Price as of Jan. 2009 was \$ 31.84

Mention Silverlake Estates to obtain this price.

In either case to provide the most durability it is suggested to acid clean the cement surface first. This stain can be applied without additional Architectural Control approval.

N. Exterior clotheslines must be located within a landscaped screen concealing it from view from the access ways, lakes, waterways and adjacent lots.

O. Air conditioners, and pool or sprinkler pumps should be shielded from view from the street and lake by landscaping or other appropriate means.

P. Hurricane shutters visible from the street, may only be closed during hurricane season (June 1st through November 30th). During the off-season (December 1st through May 31st) shutters may be closed with prior approval of the A&M Committee.

Q. Homeowners will be cited for failing to maintain community standards. The remedy is corrective action to correct the deficiency. Failing to correct deficiencies in a timely manner will result in the Association invoking Limited Service, having the repairs made and billed to the homeowner under the provisions for Limited Service. Continued violation of this Standard will result in a violation notice and fine, as appropriate to the circumstances. In the event the homeowner hinders the accomplishment of Limited Service (for example, by preventing access to the area to be repaired or otherwise blocking the Association's efforts to return the property to an acceptable standard), the failure to meet community standards may be deemed a nuisance and handled under the provision of Community Standard 80-1.

SILVERLAKE COMMUNITY STANDARD 43-2 – Mailboxes

PURPOSE: To specify the duties of residents to care for the mailboxes which are installed by and are the property of Silverlake Homeowners Association

Community Standards:

1. The mailbox design is standard for the community and has been selected by the mailbox committee and approved by Board of Directors as Florentine Design- Front Mount Mailbox PC 1 Ball Cap, BMC Post Smooth All Aluminum Mailbox with Gold Vinyl Numbers in Times Bold Font. Supplied by Beautiful Mailbox Company 2360 West 76th. St. Hialeah, FL 33016 Phone 305-403-4820. In the future other vendors could be substituted by authority of the Board of Directors.
2. The location and configuration (singles & doubles) is determined by the U.S. Postal Service regulations
3. The Association is providing flyer tubes on each mailbox. Residents may not add anything else to the mailboxes or posts.
4. Installation is professionally done by the mailbox company according to the regulations of the U.S. Postal Service and residents may not move the mailbox. The cost to repair damage to mailboxes will be charged to the resident if the damage was the result of the resident, guest of resident or vendor employed by the resident.
6. Residents are requested to identify any visitors, vendors or City vehicles or employees who damage any mailbox.
7. No decorations including holiday decorations are allowed on the mailboxes or posts.
8. Residents should clean their mailbox exteriors routinely using water and hand dish detergent.
9. When necessary the association will paint the mailboxes. Residents are not allowed to paint the mailboxes.

AUTHORITY: Postal regulations, Minutes of June 1995 ESHOA Board Meeting. Effective as of October 27, 2001 and January 18, 2002. This Standard 43-2 Revised June 1, 2010; Minutes of May 25, 2010
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SILVERLAKE COMMUNITY STANDARD 43-3 – Community Review and Inspection Program

PURPOSE: To inform members on the ongoing review of Silverlake properties to preserve the community's appearance.

Information: Experience has shown that an evenhanded but continuing program of home reviews and external inspections can be an important factor in maintaining the community's excellent appearance. The primary purpose of the ongoing program is to ensure that appearance standards do not deteriorate and that local regulations are being met. An additional benefit to this program is that it results in closer attention to homeowner property and common property, resulting in regular attention before major maintenance is required.

As a result, on a regular basis members of the Home Inspection Committee will walk through the community noting any areas which are not up to standards. Homeowners will be notified of any discrepancies and will be given time to make the appropriate repairs.

Community Standards:

The **Home Inspection Committee** is a subcommittee, which is attached to the Architectural and Maintenance Standards committee, but operates independently.

On a regular basis, on a schedule, which is posted monthly on the bulletin board at the gatehouse, the committee members will walk through the community and note any variance from community appearance standards. When required, they will provide a notice of a discrepancy to the affected homeowner. In addition, they will summarize their inspection results and brief them to the A&M Committee and the Board of Directors.

When receiving a notice of a discrepancy, the homeowner is expected to take the appropriate corrective action. In the event of extenuating circumstances, the homeowner may want to notify the committee of the circumstances and provide an estimate of the date when the correction will take place. This need not be in writing and may be by telephone.

Approximately 30 days after the first inspection, the Committee will conduct a follow-up inspection, checking on remaining problems and reporting the results as with the initial inspection. Unless the Committee has received good faith notices of the

extenuating circumstances or of a specific planned repair date from the affected homeowner, outstanding discrepancies will result in a "Second Notice" to the homeowner.

The process of continued follow-up inspections will continue until all discrepancies have been resolved. If, after a reasonable period of time, a homeowner has not taken corrective action, the Committee may recommend to the A&M Committee and the Board of Directors that Limited Service be invoked to solve the problem. At that point it is up to the Board of Directors, with the advise of the Community Standards and A&M Committees, to decide on the best method to be used in solving the problem.

Additional information on Limited Service is contained in the Covenants and Restrictions, Article IX, Paragraph 3.

SILVERLAKE COMMUNITY STANDARD 43-4 – Television and Satellite Antennas

PURPOSE: To specify placement and appearance requirements for television antennas.

Information: To encourage competition in information technologies, the National Telecommunications Act of 1996 mandates that a homeowner association permit residents to receive local TV broadcasts and has access to satellite TV signals using an antenna of one meter (slightly more than 39") or less diameter. Although a homeowner association can regulate appearance and placement of UHF/VHF antennas for local broadcast and satellite antennas which are one meter or less in diameter, it cannot prohibit the residents from receiving local satellite TV broadcasts nor impose solutions which have excessive cost. The Silverlake rules and procedures for TV broadcast reception are intended to allow full local reception as well as access to satellite transmissions without unduly intruding on community appearance or the rights of adjacent homeowners.

For local TV reception the Association provides cable service for the entire community. As a result, access to all local stations is available to every homeowner without further expense. In addition, if a homeowner so desires, the homeowner can install a UHF and/or VHF antenna in the attic space. Experience has shown that satisfactory local reception can be achieved with an attic antenna.

Satellite broadcasts, which operate on much higher frequencies, cannot be received satisfactorily by an attic installation and an exterior location is necessary. Exterior satellite antenna locations depend upon having a direct view of the satellite, so there may be differing requirements for each lot within Silverlake. Careful planning is needed when siting a satellite antenna. The Association will not require that a neighbor trim or remove landscaping in order for a homeowner to install a satellite antenna.

Community Standards:

A. Restrictions: No ham radio antennas or satellite receiving antennas larger than one meter in diameter are permitted in Silverlake.

B. UHF and VHF Reception, Local Stations: The Association provides basic cable service, and an indoor or attic-mounted UHF and/or VHF antenna may also be used. No external antenna is required or permitted for local UHF or VHF reception.

C. Satellite Receiving Antennas Under One Meter Diameter: All Boynton Beach City requirements must be met, including a building permit, if needed. Approval is also

needed from the Architectural Review Committee before installing an exterior antenna. The procedures for obtaining approval are contained in Silverlake Community Standard 50-1.

Because of the complexity of the many parameters which affect satellite antenna locations and installations, detailed planning is necessary before the antenna is approved or installed. On occasion there may be only one feasible location for the satellite antenna on a lot. However, normally the following considerations should be included when planning on installing a small satellite antenna:

- The antenna should be installed within a few feet of ground level, making it possible to be shielded by appropriate landscaping. In no case can the antenna be installed so that it protrudes above the roofline;
- The preferred location (dependent upon adequate signal reception) is in a utility area such as near irrigation or swimming pool pumps and equipment, where it can be shielded from view along with the other equipment, or (on dry lots) on an unobtrusive section of the rear wall;
- Unless the manufacturer specifically prohibits it, the antenna reflector is to be painted the same color as the house;
- Neighbors (or the Association) will not be required to trim or remove landscaping to provide an antenna line-of-sight to the satellite;
- If the requestor later changes signal providers and it is necessary to alter the antenna's position or orientation, a new approval will be necessary.

D. Enforcement: If an antenna is erected outside without prior concurrence of the Architectural Review Committee, the homeowner will be given a violation notice. Failure to either bring the antenna into compliance with Association Standards or obtain Architectural Review Committee approval can result in further sanctions, including Limited Service to correct the situation. The Association cannot, and does not wish to, prevent a homeowner from installing a satellite antenna of one meter diameter or less. However, it will enforce appearance requirements, which allow residents to have adequate satellite service at reasonable expense and without undue adverse visual impact on the community. In the interests of community harmony, the Conflict Resolution Committee is available to residents if there are disagreements between neighbors, such as on antenna siting and landscape conflicts.

SILVERLAKE COMMUNITY STANDARD 44-1 – Vehicles and Vehicle Parking

PURPOSE: To provide appropriate regulations governing on and off street parking in Silverlake, including defining what types of vehicles are allowed entry.

Information: To maintain the community appearance, all parking must be on paved areas. There is no parking on grassed areas, swales, roadway islands or empty lots in Silverlake. In addition, the streets within Silverlake are narrow and there is insufficient room for two cars to pass if vehicles are parked alongside the roadway. As a result, overnight on-street parking is prohibited and daytime parking requires special consideration for other vehicles, mailbox access and driveway access. Vehicles cannot be parked in a way which would block other vehicles or pedestrian traffic.

For temporary overnight parking when there is insufficient space in the homeowner's driveway or garage, residents may park their vehicles in the Clubhouse parking lot. In this case the Gatehouse attendant must be notified of the car, its owner and address.

The Declaration of Covenants and Restrictions prohibits habitual parking of boat trailers, recreational vehicles and commercial vehicles outside of garages.

Commercial and contractor vehicle temporary parking areas:

- (A) Cranbrook Drive – Parking is allowed on the lakeside of Cranbrook Drive.
- (B) Cranbrook Court and Cranbrook Place – Parking is allowed on the east side of the street, except on the portions of Cranbrook Court which are less than two lanes.
- (C) Exception – Contractor vehicles, such as pest control companies, which use equipment connected to their vehicle may temporarily park directly in front of the work area while work is ongoing. Care must be taken that the roadway is not blocked.

All vehicles within Silverlake must have a private vehicle license plate with a current valid registration sticker displayed. Commercial vehicles, boats, boat trailers and recreational vehicles, including campers and motor homes, may not be habitually parked in Silverlake except in residents' garages. A commercial vehicle is one with a company name or logo on the side, or which is used to carry other than the resident and his/her personal effects.

Community Standards:

A. Overnight Parking: No overnight on-street parking is allowed.

B. Off-Street Parking: Vehicles may not park on grassy areas, swales, driveway aprons, traffic islands or vacant lots at any time. Vehicles parked in a driveway must not block the sidewalk from pedestrian use.

C. **Parking Restrictions:** Parking is allowed on the lake side of Cranbrook Drive and on the east sides of Cranbrook Court and Cranbrook Place, except there is no parking on the portion of Cranbrook Court that is less than two lanes wide. There is no parking on, near or adjacent to any of the traffic islands within Silverlake. Residents, guests and employees must park their vehicles in their own driveway and if this is not possible, the vehicles must be parked in front of the owner's residence.

D. **Boats, Recreational Vehicles, Commercial Vehicles, etc.:** Driveways, parking lots or other open areas may not be used as habitual parking places for boats/trailers, recreational vehicles or commercial vehicles. The term "recreational vehicle" includes motor homes, campers and trailers of all types. The term "commercial vehicle" includes trucks or other vehicles which are used or intended to be used for obvious commercial purposes. Recognizing that it is occasionally necessary to bring boats or motor homes into the community for minor maintenance or to load or unload when traveling, the following exceptions apply, **on an occasional (not habitual) use basis:**

(1) **Boats and Small Recreational Vehicles:** Small recreational vehicles and trailered boats may remain overnight when a resident is beginning or ending a trip. The recreational vehicle or boat and trailer must be clean and in good condition and parked in the resident's driveway such that it does not block the sidewalk from pedestrian traffic.

(2) **Large Motor Homes:** Large motor homes belonging to residents may remain in Silverlake for up to 48 hours while being equipped or unloaded before or after a trip. The motor home must be clean and in good condition and parked in the resident's driveway such that it does not block the sidewalk from pedestrian traffic.

In either case of the above, the resident must provide prior notice to the head of the Security Committee, with the notification to include expected date/time of arrival and departure. "Occasional Basis" is considered to be no more than approximately one trip every sixty (60) days.

(3) **Visitors:** Visitors may not bring boats or recreational vehicles to Silverlake if the intent is to leave them in the community overnight. The exception to this requirement is that visitors who intent to occupy their motor home while visiting a Silverlake resident may request permission from the Security Committee to park their motor home in the resident's driveway if this can be done without blocking the sidewalk, or in the parking lot adjacent to the west side of the clubhouse. With prior permission, they may remain for up to seven (7) days while visiting Silverlake residents. Visitors using this privilege do not have the authority to use the clubhouse, pool area or lake without being accompanied by their host. Visitors must also ensure that their activities do not create a nuisance within the community, and should be aware that excessive noise, partying, excessive generator noise, etc., could result in violation notices to the host, which could include financial penalties. In addition, any reported violations may result in withdrawal of the parking privileges.

Only one motor home at a time is allowed to use the clubhouse parking lot, and if, in the opinion of the Security Committee, the motor home presence has caused a nuisance, the privilege can be withdrawn at any time.

The host should request permission from the Security Committee for this privilege, identifying the type of motor home, date of arrival, date of departure and names of occupants.

E. Motorized Vehicles: Any and all motorized vehicles, scooters, go-carts, etc. that are not insured nor licensed are prohibited on the streets and sidewalks within Silverlake.

F. Damages or Undriveable Vehicles: Vehicles which are damaged, undriveable or which lack a current registration may not be parked in the open for extended periods of time, regardless of the status of the license and registration.

G. Towing: Abandoned, undriveable or illegally parked vehicles, including trailers, are subject to being towed. Details on recovery of towed vehicles are available from the Gatehouse attendant.

H. Garage Doors: When possible, cars should be parked within garages, with the doors closed. All garage doors must be closed overnight. If the Gatehouse attendant notices an open garage door during overnight patrols, a violation notice will be prepared and also notify the resident of the open door.

I. Enforcement: Parking requirements are enforced using the procedures covered in Community Standard 90-1, including applicable warnings and fines. In addition to other enforcement methods, Gatehouse attendants making nighttime patrols will report all violations of parking standards. Each date that a violation exists may be considered to be a separate occurrence. City, County and State regulations may also apply. Improperly parked vehicles are subject to being towed.

SILVERLAKE COMMUNITY STANDARD 44-2 – Vehicle Traffic

PURPOSE: To specify Silverlake rules of the road.

Information: Because we are an active residential community, the narrow Silverlake streets are used by vehicles, bicycles, roller-bladers, pedestrians and other users. Safety is of paramount concern, with speeding being of particular concern. The speed limit of 20 mph has been established for the safety of residents, considering local conditions. Even from the furthest point to the Gatehouse, exceeding 20 mph saves only seconds in reaching the front gate – time which is then lost while waiting to enter Golf Road or while waiting at the next stop light in either direction.

A common cause of speeding is inattention when entering Silverlake after leaving higher speed traffic on Congress or Golf Road. If a driver must brake before the first corner on Cranbrook Drive, the car is probably traveling faster than 20 mph and exceeding the local limit.

The Boynton Beach City Police make spot checks within Silverlake, including the use of radar speed guns. Vehicles which exceed the locally imposed speed limit are reported to the Association for action. Vehicles which also exceed the city speed limit (which is higher) will also receive a citation from the police.

Community Standards:

A. Speeding: Local speed limit is 20 mph, enforced by radar spot checks, either by the police, the Association security firm or members of a community Speed-Watch group equipped with accurate timing devices.

Police have the authority to stop speeding vehicles and record the details of the occurrence, including the name and address of the driver and the license number of the vehicle. The security firm of Speed-Watch group will note the license number of the speeder and, if possible, the homeowner involved.

B. No Passing: Due to the narrow streets, limited sight distance, short travel distances within Silverlake and other safety considerations, no passing of other moving vehicles is permitted within the community.

C. Cranbrook Court: The narrow lanes on either side of the island on Cranbrook Court are one-way directional traffic and no parking areas.

D. Enforcement:

(1) For speeding measured by radar gun or other reliable means:

- (a) A resident will be given a violation notice and the procedures in Community Standard 90-1 apply.**
- (b) A non-resident will receive a letter from the Chairman of the Security Committee notifying them of the occurrence. In the event a non-resident receives a total of three such notices within a 12 month period, the non-resident will not be permitted entry into Silverlake for a period of 3 months following the third violation. The violator will have the capability of appealing the "Denied Entry" decision to the Violations Review Committee.**
- (c) The non-resident provisions pertain to all visitors, including commercial vehicles. For commercial entities, three violations by the entity, whether or not in the same specific vehicle or by the same driver, will result in entry being prohibited as per item (b) above.**

(2) Passing and Other Violations of Safe Driving Procedures

- (a) Persons observing the incident should report it to the Chairman of the Security Committee. It will be handled as in paragraphs (1) (a) or (1) (b) above. As with speeding, non-residents who violate Silverlake traffic standards three times within 12 months may be barred from entry into the community for a period of three months, the decision to be made by the Chairman of the Security Committee, with confirmation of the Board of Directors.**

SILVERLAKE COMMUNITY STANDARD 45-1 – Pets

PURPOSE: To provide information and standards for pets kept within Silverlake.

Information: To many families, household pets are an important part of family life. However, irresponsible pet ownership can change the perception of a pet as a family friend to that of a community nuisance. Pet owners must ensure that pets under their care do not become a nuisance within the community. Pets taken outside primarily for "toilet" purposes must remain on a leash, within the owner's lot. Pets must not be allowed to foul the common areas or other residents' yards, and if they attempt to do so, should be physically moved back to the owner's facilities or to the street. In the latter case, the owner must clean up the mess immediately and completely.

Owners must remain in control of their pets whenever the pet is out of doors and must ensure the pet does not become a nuisance by being noisy, harming native wildlife, digging, fighting, etc.

By Boynton Beach City Ordinance, no horses, cows, goats, swine, poultry or fowl are permitted to be kept on any portion of Silverlake. While not accurately defined as pets, Muscovy Ducks are present in the community and are considered a nuisance by some. Residents should not feed or otherwise encourage Muscovy Ducks. The absence of these ducks will enhance the community by increasing the number of native wildfowl and other birds that choose to stay in Silverlake.

Community Standards:

- A. Pets are limited to those commonly permitted in residential areas, in both type and number.
- B. Pets must be kept on a fixed, non-retractable leash of no more than 8 feet in length and under the owner's control at all times when outdoors.
- C. Pets are not allowed to urinate or defecate on common properties or neighbors' yards. If such inadvertently happens, the owner will immediately clean up after the animal.
- D. Owners will not permit their pet to "mark" or urinate on trees, bushes, etc., not on their own property and will take appropriate forceful action through voice commands and physical force on the lash to prevent this from happening.
- E. Pets are not permitted in the pool or tennis court area.
- F. Pets must be restrained from committing any form of nuisance, such as barking, biting, damaging property, etc.

G. Noise complaints resulting from barking dogs are handled by the City of Boynton Beach Animal Control. They require the complaint be filed by at least three neighbors. Animal Control can be reached at 561-375-6210.

H. If individual homeowners want to have wildlife removed from their property, it will be at their own expense, with the exception of alligators.

SILVERLAKE COMMUNITY STANDARD 46-1 – Special Services

PURPOSE: To provide homeowners with information on special arrangements made with local firms.

COMCAST CABLE: Your quarterly assessments pay for monthly basic cable service through Adelphia Cable. Homeowners will receive cable service plus a non-addressable adapter, if required, at no additional cost. Other services such as specialty channels, digital music or pay per view are available at their normal cost.

Customer service for Comcast Cable can be reached by calling 800-266-2278. When calling Comcast, please provide your full address (including SW 23rd Cranbrook Drive, Court or Place) and account data will be provided under the Silverlake Estate contract #01638447309-01-3. Should you request additional/special services; a separate bill will be mailed monthly to your home address.

AUTHORITY: Negotiated arrangements with contractors. Effective as of October 27, 2001.
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SILVERLAKE COMMUNITY STANDARD 50-1 – Architectural Control Procedures

PURPOSE: To inform the residents on the requirement for and procedures to obtain approval for exterior work.

Information: The Association has a responsibility to ensure that all buildings, structures, landscaping and other improvement meet the standards of a quality residential community, and has the responsibility for approving all exterior changes made within the community.

Community Standards:

No building, wall, fence, antenna, structure of any type, landscaping, etc. can be placed on a property within Silverlake until the plan for such a unit has been reviewed and approved by the Architectural Standards Committee. Similarly, major items of repair with alter the external appearance of the house, such as installing an air conditioner or repainting a house, requires similar approval.

Members planning on external alterations or repairs must first obtain Association approval. This is accomplished by completing a form which identifies the work to be done and provides identification or samples of colors, materials, plans, photographs, etc. The form should also identify who will be doing the work.

The completed form can be given directly to the Architectural Review Committee or left in the Association mailbox at the gatehouse to be delivered to the ARC.

The Architectural Review Committee will evaluate the proposed work and approve or disapprove the work, based on community standards, aesthetic values, etc. If, in the opinion of the ARC, the proposal is compatible with the requirements of Silverlake, the proposal can be approved. Otherwise, it will be disapproved, either with or without additional advice from the Committee on corrections to the plan that might be necessary.

Once a decision is made, the approved or disapproved plan is returned to the member. If an approved plan anticipates the use of outside workers, a copy of the approved plan will be left at the gatehouse so that Silverlake security can allow entry to the appropriate workmen. As a security measure, workmen will not be allowed to enter Silverlake if there is no copy of the approved plan available at the gatehouse.

SILVERLAKE COMMUNITY STANDARD 60-1 – Restrictions

PURPOSE: To specify specific restrictions on the use and exterior appearance of Silverlake properties.

Information: Although the intent of the ESHOA is to encourage the community to develop without rigorous standardization, certain parameters have been created to guide that development. It is planned that any items which does not violate these restrictions, which has received approvals (if required, A&M and/or Architectural Review Committees, for example), and does not violate the Covenants and Restrictions, Boynton Beach City Ordinances or other regulations, should be allowed.

Community Standards:

A specific list of restrictions is contained in the Covenants and Restrictions, Article X, to which residents may wish to refer. The following summarizes restrictions which apply to the residents of Silverlake.

A. Residential Use: No portion of Silverlake shall be used for business or commercial purposes. Because of the continuing growth of opportunities to conduct some types of enterprises from within a home, this restriction is intended to cover businesses or commercial activities which result in the need to have extensive customer or business related traffic enter and leave Silverlake. There is no intent to restrict homeowners from activities which are managed completely within the home and which create no nuisance to their neighbors. Violation of this paragraph is considered to be a nuisance and will require the concurrence of at least three other Association members.

B. Animals and Pets: No horses, cows, goats, swine, poultry or fowl shall be kept on any portion of the community. Pets must be limited to those in type and number to those commonly permitted in residential areas, and the owner shall not permit pets to commit any nuisance. See ESHOA Community Standard 45-1 for more detailed information. Violations of this paragraph are considered to be a nuisance; provisions of the Community Standard on Nuisances apply.

C. Signs: No "For Sale" or "For Rent" or other displays or advertising shall be maintained or permitted in any part of the community except for a Bulletin Board maintained for that purpose by the Association. Violation of this paragraph is considered to be a nuisance.

D. Exterior Appearance: Properties must be kept free of rubbish, weeds, underbrush, debris and other unsightly material. ESHOA Community Standard 43-1 has more detailed information. Violation of this paragraph is a discrepancy which may result in

Limited Service being imposed to remove the material at the Owner's expense. Repeated violation of this paragraph may also be subject to fines as a nuisance within the community.

E. Clotheslines: Clotheslines must be kept located entirely within a landscaped screen concealing the clothesline from view from the roads, lake and adjacent lots. Violation of this paragraph is a discrepancy which can be cited by the A&M Committee and/or Community Standards program, with a requirement to provide the necessary landscaped screen. Continued violation of this paragraph can result in a violation notice and fine, as appropriate to the circumstances.

F. Property Boundary Hedges and Fences: ESHOA Community Standard 43-1 provides specific information on restrictions on the type, location and height of hedges and fences located on a property's perimeter. Violation of this paragraph is a discrepancy which can be cited by the A&M Committee and/or Community Standards program, with a requirement to bring the property into compliance with community standards, through Limited Service if necessary. Continued violation of this paragraph can result in a violation notice and fine, as appropriate to the circumstances.

G. Parking Areas for Boats, Commercial Vehicles, Recreational Vehicles, etc: ESHOA Community Standard 44-2 provides detailed information on restrictions on parking. Violating the Vehicle Parking Community Standard is a nuisance, subject to violation notices and appropriate fines.

H. Garage Sales and Open Houses: Because access to Silverlake is controlled, no garage sales or home sale open houses which would involve the general public are possible. Visitors who have not been approved on a by-name basis will be turned away at the Gatehouse.

I. Remodeling or Constructions Projects: All major remodeling or construction projects shall have a beginning date and an ending date and said period is NOT to exceed six (6) months. If construction cannot be completed by the approved scheduled ending date, the homeowner shall request approval for an extension of time from the Architectural Review Committee or A&M Committee. Construction debris and materials must be removed immediately and site dumpsters shall not remain in the community longer than six (6) months in total time. Violation of this paragraph can result in a violation notice and fine, as appropriate to the circumstances.

J. Roofing Materials Restrictions: Polyurethane foam roofing systems are prohibited from being used within Silverlake. Only roofs of similar material, concrete shingle or barrel, "S" tile will be permitted.

K. Other Restrictions: A more complete description of restrictions on Silverlake properties is contained in the Covenants and Restrictions, Article X.

**SILVERLAKE COMMUNITY STANDARD 70-1 – Homeowner
Procedures When Selling or Transferring Ownership of Their
Silverlake Property**

PURPOSE: To specify the procedures used by Homeowners when selling or transferring ownership interest in their Silverlake property by any means.

Information: In order to maintain a community of congenial residents and thus protect the value of the Lots and in order to assure the financial ability of each property owner to pay assessments made against him, the transfer of a Lot by any Owner shall be subject to the following provisions so long as The Estates of Silverlake exists, which provisions each Owner covenants to observe.

Community Standards:

The transfer of a Lot by any Owner shall be subject to the following provisions so long as The Estates of Silverlake exists, which provisions each Owner covenants to observe.

A. Transfer Subject to Approval

(1) **Sale.** No Owner may dispose of a Lot or any interest therein by sale without the approval of the Association.

(2) No Owner may dispose of a residence or any interest therein by lease without the approval of the Association, which shall be restricted as provided herein.

(3) **Gift.** If any Owner shall acquire his title by gift, the continuance of his ownership of his Lot shall be subject to the approval of the Association.

(4) **Devise or Inheritance.** If any Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Lot shall be subject to the approval of the Association.

B. Approval by Association. The approval of the Association which is required for the transfer of ownership of a Lot shall be obtained in the following manner:

(1) **Notice to Association**

(a) **Sale.** An Owner intending to make a bona fide sale of his Lot or any interest therein shall give to the Association a "Notice of Intent to Sell", in writing, of such intention, including the name and address of the intended purchaser as the Association may reasonably require, a copy of the Disclosure Summary for the Estates of Silverlake form completed by the prospective purchaser and seller and an executed copy of the proposed contract to sell.

(b) Lease. An Owner intending to make a bona fide lease of his Lot or any interest therein shall give to the Association a "Notice of Intent to Rent/Lease", in writing, or such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. Leasing shall be restricted as further provided herein.

(c) Gift Devise or Inheritance, Other Transfers. An Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(2) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association at its election and without notice may approve or disapprove the transaction of ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(1) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within sixty (60) days after the receipt of such notice and information, the Association must either approve or disapprove with reasonable cause the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records.

(b) Lease. If the proposed transaction is a lease, then within sixty (60) days after the receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and shall be delivered to the lessor. Provided, however, each owner shall use his or her lot as a private dwelling for himself or herself and his or her immediate family, and for no other purpose, including business purposes. Therefore, the leasing of Lots to others as a regular practice for business, speculative investment or other similar purposes is not permitted. Should any person intend to purchase or lease a lot for such business, speculative investment or other similar purposes, then the Association may deny approval of such purchase or lease. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his or her Lot one time during the ownership of the Lot, to a specified lessee. No lease of any Lot shall be less than six (6) months and no Lot may be leased more than once in a twelve (12) month period. The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

Subleasing. There shall be no subleasing. No rooms may be rented.

(c) **Gift Devise, Inheritance and Other Transfers.** If the Owner has acquired his title by gift, devise or inheritance or in any other manner, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Owner's ownership of his Lot. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

(d) **Approval of Corporate Ownership or Purchaser.** Inasmuch as the Lot may be used only for residential purposes and a corporation cannot occupy a Lot for such use, if the proposed owner or purchaser of a Lot is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Lot be also approved by the Association.

C. Disapproval by Association. The Association may disapprove a transfer of ownership of a Lot, upon reasonable good cause.

D. Mortgage. No Owner may mortgage his residence nor any interest therein without the approval of the Association, except to an institutional lender. The approval of any other mortgage may be upon the conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to transfer to or purchase by an institutional lender, which acquired its title as the result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions require the approval of purchaser who acquires the title to a residence at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

F. Separation of Interests. A sale of a Lot shall include all of its appurtenances and appurtenances may not be sold separate from a residence. A lease of a residence need not include the rights appurtenant to it to use the Common Properties, provided that such rights not so leased must be retained by the Lessor and not separately leased or assigned.

G. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

H. Notice of Lien or Suit.

(1) Notice of Lien. An Owner shall give notice, in writing, to the Association of every lien upon his Lot other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(2) Notice of Suit. An Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Lot, such notice to be given in five (5) days after the Owner receives knowledge thereof.

(3) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

I. Guest Occupying Lot Where Owner Not Present.

(1) A guest residing in a Lot for longer than thirty (30) days where the Owner is not present shall be subject to the application and approval requirements as if the property was being leased or sold which includes the right of the Board of Directors to disapprove the occupancy.

J. Approval of All New Residents.

(1) Association approval is required for every new resident of Estates of Silverlake occupying a Lot for longer than thirty (30) days. The new resident shall follow the same application procedure as for lessees or purchasers. This requirement shall apply to all new residents even if the resident is occupying the Lot with the Lot Owner.

K. Prohibition on Use of Lot as Congregate Living Facility.

(1) Use of a Lot as a Congregate Living Facility, as defined below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate care facilities; transitional living facilities; community residential homes; community transitional residences; rehabilitative home care services; boarding home, or home for the aged or any other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours; care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses.

L. Occupancy.

(1) No Lot may be occupied by more than two (2) persons per bedroom in the home

(2) Occupancy of a Lot is limited to one family - no more than one family can occupy a Lot. A family is defined as:

(a) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption, or

(b) One unmarried couple and the children of either or both of them who reside together as a single household

(3) Occupancy of a Lot by a group of unrelated persons is prohibited.

(a) If a Lot is owned by an entity (corporation, partnership, limited liability company trust, etc.) the entity must designate all occupants for the Association in order to obtain Association approval for the occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy. In addition, an Owner or tenant is permitted to have live-in housekeepers, nannies, or care givers subject to compliance with the limited number of occupants.

(b) If the Association observes that a Lot is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

M. Violations of this Community Standard. In addition to the remedies covered above and contained in the Covenants and Restrictions, violations of this Community Standard will also be handled under the procedures for violations contained in ESHOA Community Standard 90-1. This includes the possibility of a violation notice and possible fines for each day in which the violation continues.

SILVERLAKE COMMUNITY STANDARD 70-2 – Committee
Procedures for Home Sales and Transfers

PURPOSE: To provide guidance on how requests for approval of home sales are handled.

Information: The Association requires screening of all new prospective homeowners and/or new residents to maintain a community of congenial residents and ensure the financial ability of each owner/resident to pay assessments made against them.

Community Standards:

Upon receipt of the appropriate notification forms, the President of the Association shall turn over all documents to the Association's Home Sales Assistant. The Home Sales Assistant shall insure the Seller(s) has submitted a "Notice of Intent to Sell" accompanied by a copy of the Sales Contract.

When the prospective Buyer(s), New Owner(s) and/or Resident(s) complete and submit the "Application for Occupancy", "Authorization Form" and a check in the amount of \$150.00 payable to ESHOA for the application fee, the Home Sales Assistant shall:

- (1) Order a credit/criminal background check from an approved credit reporting agency,
- (2) Submit the \$150.00 application fee to the Bookkeeper along with information on the upcoming sale (Seller, Buyer, Address, Closing Date),
- (3) Notify the Membership Committee of the upcoming sale (Seller, Buyer, Address, Closing Date, Copy of Application, Copy of Contract for Sale and, upon receipt, the credit reporting agency's report), and
- (4) Request the Home Inspection Committee perform a Pre-Sale Home Inspection.

Upon the receipt of all information from the Home Sales Assistant, the Membership Committee shall contact the prospective Buyer(s), New Owner(s) and/or Resident(s) to schedule an interview. The Membership Committee will conduct the interview and review pertinent rules and requirements. The Membership Committee shall complete the necessary forms and return to the Home Sales Assistant, with their approval recommendations.

The Home Sales Assistant will check with the Bookkeeper for fees due from the Seller and prepare an Estoppel letter for the closing agent or title company.

The Home Sales Assistant shall prepare a "Certificate of Approval" and turn over all forms to the President of the Association.

The President of the Association shall present the sale to the Board of Directors for a vote on accepting the Buyer(s) or, if necessary, perform a telephone vote.

The Home Sales Assistant shall forward the Certificate of Approval to the title company or closing agent prior to the date of closing. Upon receipt of the Warranty Deed, Voting Certificate and 10-Point Disclosure from the closing agent or title company, the Home Sales Assistant shall consider the file closed and file in the Association Office.

The Home Sales Assistant shall make available a "Seller's Package" containing all of the instructions and forms required, at the Gatehouse.

SILVERLAKE COMMUNITY STANDARD 80-1 - Nuisances

PURPOSE: To identify and specify procedures for handling nuisances within the community.

Information: A nuisance is defined as any act, omission or condition which detracts from or interferes with the use and enjoyment of other residents of Silverlake. Creating or maintaining a nuisance is a violation of Association Community Standards, subject to violation notices and fines as appropriate to the incident. The purpose of this Community Standard is to ensure a quality community of amicable residents, maintaining an equitable balance between the rights of every resident to enjoy their own lifestyle without excessively impinging on the lives of their neighbors or the community at large.

Community Standards:

1. Nuisances affect the quality of life in Silverlake and are a violation of Silverlake Community Standards and/or the covenants and restrictions which guide our community. Initially, resolving problems with nuisances is the responsibility of the head of the Security Committee as the representative of the security committee and the Board.
2. **Observable nuisances**, such as leaving trash at street side, overnight parking violations, etc., should be reported to a member of the Board of Directors or the Chairperson of the Security Committee. The Security Committee will verify the problem and resolve it with the offending resident. Normally, this type of nuisance will be resolved by eliminating the nuisance and giving the offender a violation notice. The violation notice will be subject to the imposition of fines, as specified elsewhere in the Community Standards.
3. **Temporary or Short-term nuisances**, such as noise complaints, pet control problems, etc., which may not be able to be confirmed by observation by the Security Committee member, should be reported to a member of the Board of Directors or the Chairperson of the Security Committee by a minimum of three association members. A complaint by three or more members will be considered *prima facie* evidence that such a nuisance existed.
4. **Animal Noise (Barking) complaints** should be reported directly to the Boynton Beach City animal control authorities, which requires the report to come from three or more residents.

AUTHORITY: Covenants and Restrictions, Article X, Paragraph 4 Effective as of February 21, 1996

SILVERLAKE COMMUNITY STANDARD 90-1 – Violations and Fines – Security and Home Inspection

PURPOSE: To provide homeowners with information on special arrangements made with local firms.

Information: The Community Standards implement provisions of state and local statutes and of the ESHOA Covenants and Restrictions. The requirement to establish these Community Standards carries with it the need to enforce the standards when residents disregard them, either intentionally or unintentionally.

Community Standard Violations: Any resident has the ability to bring violation of Community Standards to the attention of the Board of Directors. Normally, violations are formally recorded by a member of the Board of Directors, either after personal observation of the violation or after receiving a report of the violation from a member of the Community or Security Committee members. The Security Committee manages the violation program. The Chairperson of the Security Committee receives all reports of violations from the community-at-large or members of the Board of Directors.

Community Standard violations result in fines based on the following schedule:

1 st Violation	No Fine
2 nd and Subsequent Violations	\$50.00 per Violation

Each day that a violation exists may be considered a separate occurrence/violation. Refer to Community Standards 41-1, 42-1, 44-1, 45-1 and 80-1.2.

Home Inspection Violations: The purpose of the Home Inspection program, as reviewed in Community Standard 43-3, is to explain minimum standards of lawn care, landscaping and exterior home appearance. When standards are disregarded, either intentionally or unintentionally, a notice of violation will be issued. Home Inspections are done monthly.

Home Inspection violations result in fines based on the following schedule:

1 st Violation	No Fine
2 nd and Subsequent Violations	\$50.00 per Violation

Violations more than eighteen (18) months old are not used when determining the amount of the fine. However, all information will stay in the ESHOA records for consideration in the event of complaints of habitual violations. Residents who disagree with a violation notice have the option of following the procedures covered in Community Standard 99-1.

Community Standards:

- A. Any member of the Community can report Community Standard violations to a Board member or Security Committee member.
- B. If a Board Member records the violation, the information will be passed to the head of the Security Committee for action.
- C. The head of the Security Committee will provide written notice to the homeowner along with notification of the fine, if any.
- D. Within ten (10) days of receiving a notice of violation, homeowners who disagree with a violation notice can request a hearing by the Violations Committee, Community Standard 99-1.

SILVERLAKE COMMUNITY STANDARD 99-1 – Violations **Review Rights and Procedures**

PURPOSE: To describe the method to be used by homeowners who wish to contest a violation notice or fine, which they have received.

Information: Florida Statute 617 establishes procedures to provide the review of fines levied on homeowners in a homeowners' association. The statute establishes a Violations Committee of three members of the community, none of whom can be on the Board of Directors. A homeowner wishing to contest a fine for violating Association Community Standards should provide a written notice to the Violation Committee. The Committee will investigate the occurrence, including statements from the author of the violation and from the contesting homeowner, and then determine whether the fine should be disallowed.

If the Violations Committee decides the fine is inequitable it will be removed, and the violation which created the fine will be removed from the homeowner's record. (As a result, violations for which the fine was disapproved will not be counted in the calculation of the amount of any subsequent fine.)

Community Standards:

- A. The Board of Directors will select a three person Violations Committee. None of the committee members can be Board members.
- B. If a homeowner wants to contest a violation notice and fine which has been received, the homeowner must contact the Violations Committee within 10 days of the date of the original notice and request reconsideration.
- C. The Violations Committee will consider the homeowner's request in a manner suitable to the specific violation notice, and will then give an opinion as to whether the fine is justified or not.
- D. If the Violations Committee decides the fine is not justified it will not be assessed against the homeowner, and the accompanying violation will be deleted from the homeowner's records.