

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS of the
SILVER OAKS VILLAGE HOMEOWNER'S ASSOCIATION, INC.

Original Declaration dated July 9, 1990, and as further
Amended March 11, 1998, and as further
Amended February 10, 2000, and as further
Amended March 2, 2009, and as further
Amended May 28, 2013

WE HEREBY CERTIFY that the following amendments to the Declaration of Covenants and Restrictions, of SILVER OAKS VILLAGE HOMEOWNER'S ASSOCIATION which original Declaration of Covenants and Restrictions for SILVER OAKS VILLAGE HOMEOWNER'S ASSOCIATION were originally recorded in Official Record Book 2165 beginning at Page 1978, and subsequently amended and recorded by the Association membership at the duly noticed member's meeting of the Association on the 14th day of May, 2013. Said amendment to the Declaration of Covenants and Restrictions was passed by the proper percentage of votes of the voting interests of the Association.

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF SILVER OAKS VILLAGE HOMEOWNER'S ASSOCIATION, INC.

*Additions indicated by underlining.
Deletions indicated by ~~striking through~~.*

Section 11.4.1 Leasing of homes

The following restrictions shall apply to the leasing of the homes in the Silver Oaks Community.

- All leases must be in writing, even if no rent or other consideration is involved.
- Owners shall provide the Association with a copy of the proposed lease and fully completed application (obtained from property management company) not less than thirty (30) days prior to the proposed occupancy for review and approval.
- A lessee is limited to having no more than two persons per bedroom for the term of the lease.
- The minimum lease term is 30 continuous days.
- No lease may be for a period of more than one (1) year.
- An owner may lease only the entire home and no room rental or sub-leasing or assignment of lease rights by the lessee or homeowner is allowed.
- The lessee must be a natural person as opposed to an artificial entity, such as a partnership, trust, etc.
- The Association may file suit to evict any tenants in its own name and without consent of the owner in the event that any lessee violates the provisions of the governing documents or the Rules and Regulations of the Homeowners Association. In such cases, the owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit.
- Any owner who is in arrears on the obligation to pay regular or special maintenance assessments or other financial obligation is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the lessee shall make payment of all or such portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall

apply the rent to the owner's unpaid account for so long as the Association specifies. The Association shall apply the rent to the owner's unpaid account in accordance with the priority established under Section 718.116, Florida Statute, and shall promptly remit any excess over the amounts due on the account to the owner.

- Lessees must include identification of all of the lessee's family members who will be occupying the home during the term of the lease.
- Lessees may not have more than two (2) pets in the leased home. All pets must be leashed and lessees must abide by Associations' Rules and Regulations regarding keeping of pets in the neighborhood.

IN WITNESS WHEREOF, we have affixed our hand this 28 day of MAY, 2013, at Lee County, Florida.

WITNESSES:

SILVER OAKS VILLAGE HOMEOWNER'S ASSOCIATION, INC.

Sandra Allen
[Signature]

Gail McCracken
Gail McCracken, President
[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Gail McCracken, personally known to me to be the President and Secretary of Silver Oaks Homeowner's Association, Inc. and she severally acknowledged executing the same document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Association.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of MAY, 2013.

SEAL



STEVE ALLEN
MY COMMISSION # EE 125048
EXPIRES: August 29, 2015
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC