

## Silverlakes at Gateway Homeowners Association, Inc.

Alliant Property Management, LLC  
13831 Vector Avenue, Fort Myers, Florida 33907  
Phone: 239-454-1101, Fax 239-454-1147

Approved: September 7, 2011, Rev. 4/6/16

### APPLICATION FOR LEASE

**Minimum lease term shall be one (1) month. No Home site may be subject to more than three (3) leases in any twelve month period.** NO transient tenants may be accommodated in a Home site. No time share or other similar arrangement is permitted. The homeowner must provide the tenant with a copy of the covenants, rule and regulations, community standards and HOA policy documents.

The Homeowner is responsible to ensure that this APPLICATION FOR LEASE is presented to Alliant Property Management with the application fee and copy of the lease/rental agreement.

**Failure of the homeowner to comply with the association's lease policy shall result in a \$100 fine.**

To: The Board of Directors of Silverlakes-Gateway HOA

I (we) hereby apply for approval to Lease (address) \_\_\_\_\_ in Silverlakes-Gateway, owned by \_\_\_\_\_. In order to facilitate consideration of this application, I (we) represent the following information is factual and agree that any falsification or misrepresentation of the facts in this application will justify the automatic rejection. I (we) consent to your further inquiry concerning this application, particularly to the references below.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

Full name of Tenant applicant: \_\_\_\_\_.

Full name of Spouse/Co-Applicant: \_\_\_\_\_.

Home address: \_\_\_\_\_.

Contact Phone Number (s) \_\_\_\_\_, \_\_\_\_\_.

E-Mail address: \_\_\_\_\_.

Business or Profession: \_\_\_\_\_ Position \_\_\_\_\_.

Business address: \_\_\_\_\_.

Please provide the names and relationship of all other persons who will be occupying the residence full time or part time.

Name	Relationship
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

\*Please be advised, it is the owners/rental agents responsibility to complete this information in its entirety and to provide the access card numbers as applicable.

I/we have received, from the owner, the following (2) Silverlakes Clubhouse Key Cards for this address:

1. # \_\_\_\_\_ and 2. # \_\_\_\_\_. (Enter the 5 digit number from each key card).

**Note:** Each home has been issued 2 Key Cards. Replacements must be purchased from the Property Mgmt. Co.

Has any person occupying the home been convicted of a felony crime involving violence to person or property?

\_\_\_\_\_

Person(s) (include phone number) to contact in the event of an emergency: \_\_\_\_\_

\_\_\_\_\_

Vehicles to be parked at the home site:

Make of Vehicle	Year	Color	Tag state and Number
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Provide the mailing address for notices connected with this application.

\_\_\_\_\_

Please initial your understanding of and acceptance of the following:

\_\_\_\_\_ 1. The official website of Silverlakes-Gateway HOA is [http:// www.silverlakeshoa.ourhomeassociation.com](http://www.silverlakeshoa.ourhomeassociation.com).

**This website contains important information relating to the community.**

\_\_\_\_\_ 2. I have received and read a copy of the Silverlakes documents listed below \*.

\_\_\_\_\_ 3. Silverlakes streets are a "tow away zone."

\_\_\_\_\_ 4. I agree to receive the Silverlakes Newsletter via my e-mail address.

My e-mail address is \_\_\_\_\_

Tenant Applicant SIGNATURES:

DATE \_\_\_\_\_ Tenant Applicant: \_\_\_\_\_

DATE \_\_\_\_\_ Tenant Co/Applicant: \_\_\_\_\_

PLEASE PROVIDE THE FOLLOWING FOR PROCESSING:

1. \$25.00 APPLICATION FEE PAYABLE TO SILVERLAKES AT GATEWAY.

2. \$75.00 NON-REFUNDABLE PROCESSING FEE PAYABLE TO ALLIANT PROPERTY MANAGEMENT.

3. COPY OF SIGNED LEASE AGREEMENT.

\_\_\_\_\_ I, the homeowner, initial that I understand that this Application of Lease is only good for the term of the Homeowner/Tenant lease or a maximum 12 months. I agree that this application of lease agreement must be renewed upon expiration, if I wish to continue to lease my home site.

Homeowner signature: Date \_\_\_\_\_ Signature: \_\_\_\_\_

APPLICATION APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Officer, Director, or Property Manager)

# Silverlakes-Gateway HOA

## Lease/Rent Policy

*Board approved: September 7, 2011, revised August 14, 2013*

The Silverlakes-Gateway Declaration of Restrictive Covenants requires that the homeowner, who desires to lease or rent their home to another, provide the Homeowners Association a copy of the association's lease or occupancy agreement to the association. See Covenant section 13.5 – Delegation of Use.

The Silverlakes-Gateway Rules and Regulations, Rule 2 – Leases, states that; *“All leases or occupancy agreements shall be in writing and a copy thereof shall be provided to the Association.”*

The Application of Lease is the HOA lease or occupancy agreement document that must be: completed and signed by the Tenant, completed and signed by the Homeowner, supplied to the association's Property Manager for evaluation and be supplied with a copy of the Homeowner/Tenant Lease document. This must occur prior to the homeowner allowing the tenant occupy the home. An application fee of **\$100** shall accompany an Application of Lease when presented to the Property Manager. The approved Application of Lease is valid only for the duration of the term of the Homeowner/Tenant lease or for a maximum of 12 months

**Lease Renewal.** Prior to lease expiration, the homeowner must submit a new Application of Lease with a \$100 renewal fee, if they continue to lease the home. However, this fee may be returned upon review of the application. If there are changes in Lessee(s) or people residing in the home, a \$100.00 fee along with a new lease application is required. If there are no changes, determined by the Board Secretary, the \$100 fee shall be returned to the homeowner.

The Homeowner delegates its right to use the common areas of the association. The only exception is the homeowner benefit of renting the clubhouse for private parties. Non-compliance with the Lease/Rent Policy may result in a homeowner fine of \$25 per day until the violation is corrected.

The HOA Board reserves the right to seek “resident eviction or assignment of rent” in a case of non-payment of debt (dues, fines, interest, etc.) or for “Good Cause.”

**Lease Denials** – The Board may disapprove a lease for “good cause.” (Rule and Regulation #2)

PREPARED BY:  
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FORT MYERS, FL 33901

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Rec. Fee \$44.00  
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#2

**CERTIFICATE OF AMENDMENT TO RULES AND REGULATIONS**  
**FOR**  
**SILVER LAKES GATEWAY**

THE UNDERSIGNED being the President SILVER LAKES GATEWAY HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached amendments to the Rules and Regulations originally recorded with the Declaration in Official Record Book 3223, at Page 2339 , et. seq., of the Public Records of Lee County, Florida were duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests on the Board at a Board meeting called for that purpose at which a quorum was present held on the 15 day of April 2015.

**WITNESSES:**

(Sign) Peter Suckew

(Print) Peter Suckew

(Sign) Jane A Grethey

(Print) JANE A GRETHEY

**SILVER LAKES GATEWAY  
HOMEOWNERS ASSOCIATION, INC.**

BY: Lauren Siegel  
President of the Association  
LAUREN L SIEGEL (Print Name)

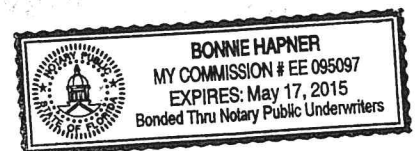
**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 15 day of April 2015 by Lauren Siegel as President of Silver Lakes Gateway Homeowners Association, Inc., on behalf of said corporation. Said person is personally known to me and did not take an oath.

**NOTARY PUBLIC:**

Bonnie Hapner  
STATE OF FLORIDA (SEAL)

My Commission Expires:



**AMENDED AND RESTATED  
SILVER LAKES RULES AND REGULATIONS  
EXHIBIT F**

**NOTE: THE FOLLOWING IS A SUBSTANTIAL REVISION OF THE RULES AND REGULATIONS. SEE ORIGINAL RULES AND REGULATIONS FOR ORIGINAL TEXT.**

- 1. USE.** Each Homesite is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Use of the Common Area is similarly restricted.
- 2. LEASES.** Homesites may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Homesite. All leases or occupancy agreements shall be in writing and a copy thereof shall be provided to the Association. No Homesite may be subject to more than three (3) leases in any twelve (12) month period, regardless of the lease term. The minimum lease term shall be one (1) month. No new lease may begin until at least one (1) month has passed since the first day of the last lease. The maximum lease term is one (1) year. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Declaration and related documents. All prospective lessees and the intended occupants of the Homesite must be approved by the Association in advance of taking occupancy. The Board may disapprove a lease for good cause. The Board shall adopt by resolution a list of good cause reasons that a lease may be denied. The Association may charge up to the maximum amount allowed by law to approve/disapprove a lease. The Association is authorized to evict any tenant that violates any of the governing documents of the Association or violates the law.
- 3. SINGLE-FAMILY OCCUPANCY RESTRICTION.** Each Home shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. A family shall be defined as related persons, adopted children of the related persons, or unrelated persons who live together as a single housekeeping unit and who function together as an integrated economic unit. Single-family occupancy shall apply to all Homes including leased and owned Homes. The following rules shall apply to the occupancy of leased Homes:
  - (A) When a Home has been leased for a period of one (1) year, the Home may be occupied by the lessee and his family.
  - (B) When a Home has been leased for a period of less than one (1) year, no one but the lessee and that person's spouse, if any, and their natural or adopted children, if any, may occupy the Home during the term of the lease.
  - (C) Guests may occupy leased Homes when the lessee is in residence. The total number of house guests in a leased Home is limited to two (2) persons. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.
- 4. OWNERSHIP BY ENTITY AND NATURAL PERSONS.** In the event that other than a natural person is the Owner, that Owner shall, prior to the purchase of the Homesite, designate the person(s) who is to be the occupant(s) of the Homesite and register such persons with the Association. All provisions of the Declaration and rules and regulations promulgated pursuant thereto shall apply to such Owner and designated occupant(s) as though it/they had title to the Homesite. The Association may charge up to the maximum amount allowed by law to approve a sale, conveyance, or other transfer of an interest in the Homesite.
- 5. GENERAL USE RESTRICTION.** The Properties, Homesites and Homes, or any part thereof, shall not be used in any manner contrary to the Declarations, Community Standards, or rules and regulations promulgated pursuant thereto.
- 6. LAWFUL USE.** No immoral, improper, offensive or unlawful use shall be made of the Properties, Common Area, Homesites or Homes. All laws and zoning ordinances and regulations of all governmental entities

having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Properties shall be the same as the responsibility for maintenance and repair of the property concerned.

7. **MAINTENANCE.** No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Homesite. No refuse or unsightly objects shall be allowed to be placed or suffered to remain on any Homesite. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition. Irrigation systems shall be maintained in such a manner so as to cause no stains on structures or paved areas. Subject to the foregoing, Owners whose Homesites adjoin a waterway or lake may with the prior written consent of Declarant (until the Community Completion Date) and thereafter the Association, utilize the waterway or lake to irrigate provided that no floating or other visible device may be used. Each Homeowner shall maintain the property from their Homesite boundary to the edge of the water. All homeowners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.
8. **SUBDIVISION AND REGULATION OF LAND. SUBDIVISION OF UNIT AND TIME SHARING.** No portion of any Homesite shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Properties, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.
9. **ALTERATIONS AND ADDITIONS.** No material alteration, addition or modification to a Homesite or the improvements thereon, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained as required by the Declaration.
10. **EXTERIOR APPEARANCE.** No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment artificial vegetation, sports equipment advertisement notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of a Homesite that is visible from the outside without the prior written approval thereof being first had and obtained as required by the Declaration. Roofs and/or exterior surfaces and/or pavement including, but not limited to walks and drives, shall be pressure treated within thirty (30) days of notice by the A.C.C. Homes and structures shall be repainted within forty-five (45) days of notice by the A.C.C. Installation of any hurricane or other protective devices from the outside a Homesite shall be subject to prior written approval as required by the Declaration. No window air conditioning unit may be installed in any window in any Home. No exterior visible antennae, aerials, satellite dishes, or other similar equipment shall be placed on any Homesite without the prior written approval thereof being first had and obtained as required by the Declaration. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. No back fence shall be erected. No above ground pools shall be permitted. All pools and appurtenances installed shall require the prior written approval as set forth in the Declaration. Except for seasonal holiday lights, all exterior lighting shall require the prior written approval as set forth in the Declaration.
11. **CASUALTY DESTRUCTION TO IMPROVEMENTS.** In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss then within a reasonable period of time after such incident as set forth in the Declaration, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear damaged Home or improvement as restore or repair the Homesite to a landscape condition in the manner as set forth in the Declaration. Any such reconstruction of a destroyed Home or improvement shall only be replaced as approved as set forth in the Declaration.
12. **ANIMALS.** No animal of any kind shall be raised, bred or kept within the Properties except that normal fish tanks or two (2) domestic pets or animals (i.e. dogs or cats) may be kept harbored in a Home or on a Homesites as long as such pet or animals do not constitute a nuisance. A determination by the Board that the animal or pet kept harbored in a Home or Homesite is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common area or left unattended in a yard or a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Homesite. All pets shall be walked on a leash not to exceed six feet (6') in length. No pet shall be permitted outside a Home except on a



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

13. **NUISANCES.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Properties is permitted. No firearms shall be discharged within the Properties. Nothing shall be done or kept within the Common Area, Homesite or Home which will increase the rate of insurance to be paid by the Association.
14. **CHILDREN'S USE OF FACILITIES.** Parents shall be responsible for all actions to their minor children at all times in and about the Properties. The Declarant and/or Association and/or Club Owner shall not be responsible for any use of the facilities by anyone, including minors.
15. **RULES AND REGULATIONS.** Each Owner and other persons shall comply with and use the Common Area and areas within the Properties in accordance with the Declarations and rules and regulations promulgated in accordance with the Declaration.
16. **COMMUNITY STANDARDS.** Each Owner shall comply with those portions of the Community Standards applicable to it.
17. **OBSTRUCTIONS.** The sidewalks, entrances, passages, roadways, boat ramps, drainage facilities, and all other Common Areas may not be obstructed, encumbered or used by Owners for any purpose other than the purpose for which they were designed.
18. **COMMON AREA.** The Common Area shall be used in accordance with the Declaration and rules and regulations promulgated relating thereto. All persons using the Common Area shall do so at their own risk. No water bodies shall be altered except in accordance with appropriate governmental approvals. All Owners, occupants, lessees and other within the Properties assume the risk associated with waterways and pools. No boating or swimming is permitted on or in the lakes and waterways. The Association or Declarant or Club Owner shall not be responsible for any loss or injury suffered relating to any water body or pool and is not obligated to erect any fences around any such water bodies or pools.
19. **PERSONAL PROPERTY.** All personal property of occupants shall be stored within the Home. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Area, Homesite or Home which is unsightly or which interferes with the comfort and convenience of others.
20. **GARBAGE CANS.** Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Homesite so as to be visible from the outside off the Homesite. Subject to the provisions of F.S. 163.04 to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Homesite.
21. **CONTROL OF CONTRACTORS.** Except for direct services which may be offered to Owners (and then only according to the rules and regulations relating thereto as adopted from time to time), no person other than as Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.
22. **SERVANTS.** Servants and domestic help of any Owner may not gather and lounge on or about the Common Area.
23. **PARKING.** The parking facilities shall be used in accordance with the regulations adopted by the Association. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park in the roadway or swale, in front or near the Homesite while performing their work. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within the Properties, except

in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Properties except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" or clean "non-working" vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation. Any vehicle prohibited by the Rules, or any vehicle not parked in accordance with these Rules, can be towed or booted by the Association at the expense of the vehicle owner, without limiting other remedies of the Association for the enforcement of the Rules.

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

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

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

(A) notifying the Association;

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

(C) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the association. Such firm or individual shall contact the Association for permission to install or remove approved shutters or enclosures. The Association shall have no responsibility of any nature relating to any unoccupied Homesite.

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

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

**29. STANDARDS. RULES.** The Association, through the Board, shall have the right to promulgate and impose further rules and thereafter modify, alter, amend, implement clarify, rescind and augment any of these rules and regulations or any of the same with respect to the use, operation and enjoyment of all or a portion of the Properties, the Common Area, and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of Common Areas and establishing hours and manner of operation). Prior to the Community Completion Date, to be effective, any such additional rules, etc. shall require the prior written consent of Declarant, which may be granted or denied in its sole discretion. Any such additional rules, etc. shall require the prior written consent of Club Owner which may be granted or denied in its sole discretion.

**30. EXERCISE CENTER.** The Exercise Center is part of the Club. It is for use only by Silverlakes residents in



good standing. Only children ages 15, 16 or 17 may use the center and must be accompanied by an adult when using the exercise equipment. All users shall abide by the exercise rules and regulations, established and amended from time to time by the Board of Directors.

- 31. EXEMPTIONS.** The rules and regulations set forth above and any additional rules and regulations promulgated in the future shall not apply to Club Owner, or Club except restrictions on the presence of pets.