

# SILVERSTONE AT THE QUARRY COMMUNITY ASSOCIATION

## INTENT TO LEASE FORM

*(to be completed by Owner)*

The Association's role in lease transaction is stated in Articles of the Declaration.

Not less than seven (7) days prior to the effective date of any lease, the Owner shall notify the Association in writing of Owner's intention to lease their Home and furnish with such notification a copy of the signed lease. The Association should review the lease for compliance with the Governing Documents:

The Association's role in lease transactions is state in the Governing Documents.

Upon receipt of a copy of the lease, the Association shall within fifteen (15) business days, issue a letter indicating the Association's approval of the transaction. Provided, however, prior to the issuance by the Association of a letter indicating the Association's approval of the transaction, the Tenant shall be required to agree to comply with the Rules and Regulations and all Governing Documents of the Association. **PLEASE BE ADVISED THAT TENANTS CANNOT HAVE PETS OF ANY KIND.**

Notwithstanding the provisions above, in the event that an Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Association Governing Documents, the Association has the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until an violation of the Association Governing Documents is corrected.

Lease Dates: Begin \_\_\_\_\_ and Ends \_\_\_\_\_

Address: \_\_\_\_\_ Unit # \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Telephone Number: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

Tenant's Name(s): \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

Tenant's Phone Number: \_\_\_\_\_

Tenant's Email Address: \_\_\_\_\_

Name of Employment: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ How Long Employed: \_\_\_\_\_

The owner is responsible for informing tenants of all Rules and Regulations of the Association. The tenant(s) signing below declares that they have read, understand and agree to abide by all Rules and Regulations and Governing Documents of the Association or they can be evicted.

**TENANTS CANNOT HAVE PETS OF ANY KIND.**

Tenant Signature: \_\_\_\_\_ Date \_\_\_\_\_

Co-Tenant Signature: \_\_\_\_\_ Date \_\_\_\_\_

**All violations by the tenant(s) will be the responsibility of the Owner and signing below declares knowledge of said responsibility.**

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

**A copy of the fully executed lease and the \$100.00 transfer fee (check payable to Silverstone at the Quarry Community Association) must be submitted with this completed form and returned to:**

**Resort Management  
Real Estate Department  
2685 Horseshoe Drive South, Suite 215  
Naples, Florida 34104  
Fax: 239-403-1061 or e-mail to [nvanderkelen@resortgroupinc.com](mailto:nvanderkelen@resortgroupinc.com)**

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( ) Approved ( ) Denied Date \_\_\_\_\_

Association Representative's Signature: \_\_\_\_\_

Association Representative Printed Name: \_\_\_\_\_

Association Representative Board Position: \_\_\_\_\_

# **RULES AND REGULATIONS FOR SILVERSTONE AT THE QUARRY, A CONDOMINIUM**

The definitions contained in the Declaration of Condominium of Silverstone at The Quarry, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. All references to homeowners in these Rules shall also include residents.

1. The walkways, entrances, driveways, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portions of Silverstone at The Quarry.
2. The exterior of the Homes and all other areas appurtenant to a Home shall not be painted, decorated or modified by any homeowner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.
3. No article, including, but not limited to, cloth, clothing, rugs or mops shall be hung or shaken from the doors, windows or screened lanais of the homes or placed upon the outside window sills of the homes without the prior consent of the Board. No bicycles shall be permitted on the balconies.
4. Installation of satellite dishes requires the prior written approval of the Association and the Community Association, except that no prior approval shall apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium property. Any permissible dishes or antennae shall be installed in compliance with all Federal, State and local laws and regulations, including zoning, land-use and building regulations. Further,

any homeowner desiring to install permissible dishes or antennae may, but is not obligated, submit plans and specifications for same to the Association to ensure compliance with the Association's rules governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae.

5. No personal articles shall be allowed to stand on any portion of the Common Elements.
6. No homeowner shall make or permit any noises that will disturb or annoy the occupants of any of the homes or do or permit anything to be done which will interfere with the rights, comfort or convenience of other homeowners.
7. Each homeowner shall keep such home in a good state of preservation, and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.
8. No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonable withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the homeowner's expense or they shall be removed. Approved hurricane shutters shall not be installed before the issuance of a hurricane watch by the National Hurricane Center encompassing the Silverstone at The Quarry location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").
9. Each homeowner who plans to be absent from his or her home during the hurricane season must prepare his or her home prior to such homeowner's departure by:
  - (a) Removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any;
  - (b) Designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and
  - (c) Designating a responsible firm or individual satisfactory to the Association to care for the home should the home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove approved hurricane shutters pursuant to Section 17.16 of the Declaration.

10. Each homeowner shall regularly pick up all garbage, trash, refuse or rubbish outside his or her home, and no homeowner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Silverstone at The Quarry. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside the garage and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.
11. Water closets and other water apparatus in the homes or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse or any water closets or other apparatus shall be paid for by the homeowner responsible for same.
12. No homeowner shall request or cause any employee or agent of the Association to do any private business of the homeowner, except as shall have been approved in writing by the Association.
13. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any home at any reasonable hour of the day for the purposes permitted under the terms of the Neighborhood Documents. Entry will be made by prearrangement with the homeowner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.
14. No vehicle or other possessions belonging to a homeowner or to a member of the family or guest, invitee or lessee of a homeowner shall be positioned in such manner as to impede or prevent ready access to another homeowner's garage. The homeowners, their family members, guests, invitees and lessees will obey the parking regulations posted by the Association and Community Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the homeowners.
15. Except in an emergency, a homeowner shall not cause or permit the blowing of any horn from any vehicle of which he or she, or his or her family members, guests, invitees or lessees shall be occupants.
16. No homeowner shall use or permit to be brought into the home any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a patio, if any.

17. The Association may retain a passkey to each home. If a homeowner alters any lock or installs a new lock on any door leading into his or her home, such homeowner shall provide the Association with a key for the use of the Association and the Board.
18. There shall be a Five Dollar (\$5.00) lock-out charge if the Association is requested to furnish keys for access to a homeowner who has locked himself or herself out of his or her home.
19. Any damage to the Condominium property, Association property or equipment of the Association caused by any homeowner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such homeowner.
20. Each homeowner shall be held responsible for the actions of his or her family members, guests, invitees and lessees.
21. Food and beverage may not be prepared or consumed, except in the home or in such other areas as may from time to time be designated by the Board.
22. Complaints regarding the management of the Condominium property or regarding actions of other homeowners shall be made in writing to the Association.
23. A homeowner shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Silverstone at The Quarry, or in or upon his or her home so as to be visible from the Common Elements, or any public way, without the prior written consent of the Association by its Board in accordance with the provisions of Section 17.4 of the Declaration.
24. Homeowners are permitted to keep up to two (2) domestic pets (i.e. dogs and/or cats) in his or her home without the prior written permission of the Board. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity.

Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a home. No pet shall be kept tied outside by a home or on any lanai, unless someone is present in the adjacent home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A homeowner shall immediately pick up and remove any solid animal waste deposited by his pet. The homeowner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium property. If a dog or any other animal becomes obnoxious to other homeowners by barking or otherwise, the homeowner, upon written notice by the Association, will be required to permanently remove the animal from the property. The Association will promulgate rules and regulations from time to time designating other rules and necessary to regulate pets.

25. No clothesline or other similar device shall be allowed on any portion of the Common Elements.
26. Motor homes, trailers, recreational vehicles, boats, campers, vans or trucks used for commercial purposes, other than four-wheel passenger automobiles determined acceptable by the Board, shall not be permitted to be parked, placed or stored in or on Silverstone at The Quarry unless kept fully enclosed in the garage. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. Vehicles must be parked with the front of the vehicle facing the building; backing in shall not be permitted. The Association shall have the right to authorize the towing away of any vehicles in violation of these provisions and the provisions of the Community Documents with the costs to be borne by the owner or violator.
27. A homeowner shall not install any screen doors, awnings hardware or the like without the prior written approval of the Board as to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested, and approval in accordance with the Community Declaration. Such approval, however, does not and shall not

be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each homeowner to check with all applicable governmental and quasigovernmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

28. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any homeowner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.
29. Garages may be used only for the parking of motor vehicles and for minimal storage (i.e. chairs, tools, etc.). No garage shall be permanently enclosed so as to make such garage unusable for an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or full storage area. No individual air conditioning units shall be permitted in a garage. All garage doors shall remain closed when not in use by a vehicle entering or exiting the garage. No garage may be used for hanging laundry and may not be painted or the color or appearance otherwise altered by the homeowner without the prior written consent of the Association, by its Board and the Community Association. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonable construed to constitute a nuisance, public or private in nature.
30. A homeowner shall not install any floor covering (such as wood or tile) in the home other than carpeting in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a home which does not have another home below it, without the prior written approval of the Association. The Association requires that soundproofing insulation be placed under such floor coverings before installation in all units above the first floor. If a homeowner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such homeowner to remove the alternate floor covering.
31. The procedure for reporting violations of these Rules and Regulations shall be as follows:

Any homeowner may report a violation of the Rules and Regulations to the Association (or its management company, if any,) in writing. All violation reports are to be submitted in writing and will be considered confidential.



32. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1<sup>st</sup> Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a homeowner, family member, guest, invitee or lessee, it shall send a certified letter to the homeowner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2<sup>nd</sup> Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the homeowner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the homeowner by certified mail.

(c) Third Offense (3<sup>rd</sup> Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the homeowner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following a determination in accordance with the procedures set forth in these Rules and Regulations.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through Court action.

(e) Exemptions and Hearings

(1) Any homeowner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(2) A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as set forth in the Rules and Regulations; provide, however, that no such fine shall be in the aggregate exceed the maximum amount permitted by the Act.

(3) Before any items of construction can be materially altered or demolished, judicial proceedings must be instituted by the Association.

33. Homeowners shall be responsible to pay all Court costs and legal fees incurred in connection with the collection of late Neighborhood Assessments whether or not an action at law to collect said Neighborhood Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment.
34. Before levying a fine against a homeowner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:
  - (a) Afford the homeowner against whom the fine is sought to be levied an opportunity for hearing before a committee of other homeowners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:
    - (i) A statement of the date, time and place of hearing;
    - (ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
    - (iii) A short and plain statement of the matters asserted by the Association.
  - (b) Provide an opportunity to the homeowner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.
35. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

36. The homeowners should refer to the Occupancy and Use Restrictions contained in Article 17 of the Declaration which are binding upon all homeowners.
37. All notices of homeowners meeting shall be posted on the bulletin board located in the lobby of the Clubhouse building.
38. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively refereed to herein as "Meetings"), the following rules shall apply:

(a) The Right of Homeowners to Speak at Meetings

A homeowner shall have the right to speak at a meeting provided the Association has received a written request at least forty-eight (48) hours in advance of the scheduled meeting. The following restrictions shall apply:

- (1) The homeowner may speak at the start of the meeting. The vote of the Board or the members, as applicable, will not be taken until the homeowner has spoken.
- (2) The homeowner may speak for no longer than three (3) minutes unless the Board votes at the meeting to extend the time allotted to the homeowner.
- (3) The homeowner may speak only on matters specifically designated on the agenda.
- (4) The homeowner may speak only once at a meeting.

(b) The Right of Homeowners to Tape Record or Videotape Meetings

A homeowner shall have the right to tape record or videotape a meeting provided the Association has received a written request at least forty-eight (48) hours in advance of the scheduled meeting. The following restrictions shall apply:

- (1) The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
- (2) The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the homeowner and a tripod may be

set up but only at a height which does not obstruct the line of sight from other seats in the meeting room.

- (3) The homeowner videotaping or recording the meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- 39. These Rules and Regulations may be modified, added to or repealed at any time by the Association.

By Resolution of the Board of Directors of Silverstone  
At The Quarry Condominium Association, Inc.

**14.5. Animals and Pets.** No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Lots, except that an **Owner** is permitted to keep up to four (4) domestic animals (dogs, cats or other usual and common household pets) provided they are not permitted to roam the Property. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. **Trained** seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. The **Owner** shall compensate any person hurt or bitten by his or her pet and shall indemnify the Community ~Association and hold it harmless against any loss or liability of any **kind** or character whatsoever rising from or growing out of having any animal within the Property. If a dog or **my** other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must **cause** the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Community Association, will be required to permanently remove the animal from the Property. The Community Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets. The Board of Directors may, from time to time, promulgate rules and regulations dictating the permitted number of pets by residence size and/or type. It is an Owner's responsibility to check with the Community Association concerning the **number** of pets permitted within the Owner's Lot. All pets shall be controlled by their Owner at all times. Those pets which, in the sole discretion of the Community Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Property shall be removed upon request of the Board within three (3) days of written request, provided if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Property. No pets shall be kept, bred, or maintained on any Lots for commercial purposes. Household pets shall, at all times, whenever they are outdoors shall be confined on a leash no greater than ten feet (10') in length or carried by a responsible person. Pets shall not be permitted on the Common Areas (except streets or walkways). All persons bringing a pet onto an Area of Common Responsibility or the property of others shall be responsible for removing any solid waste of the pet, provided nothing in this Community Declaration shall authorize pets to be brought onto another person's property without their consent.