



RICHMOND PARK
CONDOMINIUM ASSOCIATION

**Richmond Park
Condominium Association, Inc.**

**Rules & Regulations
April 2026**



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Introduction

Why publish Rules & Regulations?

There are many reasons to promulgate Rules and Regulations, not the least of which is our Governing Documents allow the Association to adopt and amend Rules and Regulations concerning the details of the operation and use of the Common Elements and the Master Association Property. More to the point, the Rules and Regulations give us some guidance on respectful behavior. We know community living is not for everyone. We believe it is easier to integrate our community if we publish clear Rules and Regulations to help define expected and courteous behavior.

What is the source of the Rules and Regulations?

The first source is our own Governing Documents. Publishing the Rules and Regulations provides a place to further describe the items mentioned in those documents. Collier County and the City of Naples also disseminate regulations and guidelines for operational and safety matters. The State of Florida enacted statutes governing condominium associations which impact all communities. These Rules and Regulations bring together matters from all those sources. The intent of the Rules and Regulations is to promote a safe and comfortable environment which we all can enjoy.

These Rules and Regulations may be amended by the Board of Directors from time to time as laws, ordinances, and circumstances change.

The Rules and Regulations are supplemental to the provisions of the Declaration of Condominium, Articles of Incorporation and Bylaws and any amendments thereto (hereinafter collectively referred to as the “Governing Documents”). The Rules and Regulations hereinafter are adopted by the Board of Directors pursuant to section 8.1(f) of the Declaration and Section 14 of the Bylaws and shall be deemed in effect until amended by the Board of Directors.

If any of the following Rules and Regulations are determined to be in conflict with the governing documents, or applicable Florida Statute or law, as any of the foregoing may be amended from.

From time to time, the rule or regulation shall be considered to be amended only to the extent necessary to comply with the applicable provision of the governing documents, law, or statute.



Do the Rules and Regulations apply to everyone?

Yes, they do. They apply to Owners, their Families, Guests, Tenants, Licensees, Invitees, and any person using any part of our property. It is the responsibility of each Unit owner to be sure each Guest, Tenant, or any person on the property be familiar with and understand our Rules and Regulations.

See Something, Say Something

In order to keep our property in pristine condition and to control our maintenance costs, it is important that everyone promptly report any potential violation of the Association's Governing Documents, including these Rules and Regulations, repair, maintenance, or safety issues to the Property Manager. The Property Manager's contact information is located on the bulletin board near the mailboxes.

Rules and Regulations

The following Rules and Regulations supplement those previously adopted by Richmond Park Condominium

These Rules and Regulations are applicable to all Owners of the Units ("Unit Owners"), their Families, Guests, Tenants, Licensees, Invitees, and any person using any part of the Association property. These Rules and Regulations may be amended from time to time by the Board of Directors.

The Richmond Park Board of Directors adopted a Parking Rules resolution in 2019. The Parking Rules shall be defined as:

1. **NO** Parking at any time on community roadways, other than for the purpose of active deliveries, loading, or unloading.
2. The Amenity Parking Area shall **ONLY** be utilized by residents and guests present at, and in use of, the Amenity Park Area.
3. Cut-Out Parking Areas shall **ONLY** be used for Guest Parking, and only for reasonable periods of time; Resident-owned vehicles shall **ONLY** be parked in resident driveways and garage spaces; Residents shall **NOT** utilize any Amenity or Guest Parking spaces for regular parking of their vehicles, excepting such occasions temporary in nature and reasonable in duration that may prevent them parking within their own driveway or garage spaces.

Absence by Unit Owner

A Unit Owner who plans to be absent during the hurricane season or a period that exceed two (2) days must prepare the Unit for a storm prior to the Unit Owner's departure and designate a responsible firm or individual who is local to care for the Unit and act on the Owner's behalf in the event of an emergency. The Unit Owner must furnish the Association with the name(s) and contact information of that firm or individual providing this service. Owners shall also take reasonable steps to protect the property. The following are suggested steps to prepare a Unit for vacancy before a storm and/or if the Unit will be vacant for more than two (2) days:


- Ensure a copy of your emergency contact number is updated and with the Property Manager
- Set air conditioning thermostat 76°F-78°F and humidistat, if your unit has one, to relative humidity of 40%-60%
- During **Hurricane Season** (June 1st to November 30th)
- Remove potted plants from the Unit's exterior, lanai, balcony, and entryway
- Remove all personal property from the lanai and balcony

Access to Each Unit by the Association

The Association has an irrevocable Right of Access to the Units for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under the Declaration, and as necessary to prevent damage to one or more Units. The Association's Right of Access includes, without limitation, entry for purposes of pest control, water heater repairs, air conditioning equipment repairs, and preventative maintenance of safety equipment such as fire alarms and sprinkler systems, as well as the right, but not the duty, to enter under circumstances where the health or safety or residents may be endangered. For non-emergencies, the Association will provide 24-hour notice prior to accessing the Unit. The Association requires a passkey to all Units. The keys will be maintained in a secure manner by the Property Manager. **NO** Unit Owner shall alter any lock, nor install any new lock, without notice from the Property Manager and Board of Directors. The Unit Owner shall provide the Association with an additional key to the Unit for emergency access. The Unit Owner shall be responsible for any costs or expenses incurred by the Association to gain emergency access should the Owner fail to provide a key that functions properly and shall also be liable for any damage resulting from delay in gaining entrance to his/her Unit caused by the unavailability of a key and/or passkey. At the discretion of the Unit Owner electronic access codes may be provided to the Association in addition to a physical key.

Amenity and Guest Parking Enforcement

- The Amenity Parking Area is the parking spaces in the parking lot adjacent to the Richmond Park Clubhouse. The Amenity Parking Area shall **ONLY** be utilized by Residents and Guests of Units present at, and in use of, the clubhouse, pool, or mailboxes. **NO** overnight parking is allowed in the Amenity Parking Area without prior written approval from the Property Manager.
- Overnight Guest Parking is allowed in the Guest Parking cut-out areas on Sawyers Hill Road and there are:
 - a. Four (4) Guest Parking Spaces across from Building 5
 - b. Six (6) Guest Parking Spaces across from Building 6
 - c. Four (4) Guest Parking Spaces across from Building 9
 - d. Six (6) Guest Parking Spaces across from Building 10
- The Guest Parking cut-out areas shall **ONLY** be used for Richmond Park Residents guest Vehicle(s). Richmond Park residents must complete the Richmond Park Guest Parking Application Form and submit to Property Management for approval for ALL overnight guest parking. The maximum days for a Guest Parking Permit is ten (10) consecutive days. Once approved, the Richmond Park Guest Parking Permit **MUST** be visibly displayed on the inside of the vehicle driver side windshield.
- Resident-owned vehicles shall **ONLY** be parked in Resident driveways and garage spaces. Residents should **NOT** utilize the Amenity Parking Area for regular parking of their vehicle(s). Residents may **ONLY** use the Guest Parking cut-out spaces for such occasions as temporary in nature and short in duration (maximum of 4 hours) for occasions that may prevent them from parking in their own driveways and garages. Residents **MUST** obtain prior written approval from Richmond Park's Property Manager to temporarily park in the Guest Parking Spaces. (Maximum of 2 consecutive days)
- **NO** parking is allowed anytime on community roadways, other than for the purpose of making active deliveries, loading, or unloading.
- Vehicles obstructing pedestrian use of sidewalks is prohibited. On certain occasions (deliveries, loading, or unloading, no guest parking space available), vehicles may block the sidewalks, but **ONLY** in a short duration of a maximum of 4 hours.
- The Property Manager or Board of Directors can have guest vehicles towed or residents' vehicles towed if **NOT** following the rules above and **NO** residents are allowed to park in Guest Parking overnight.
- Photos of vehicles violating Richmond Park's Parking Rules will be taken by Richmond Park's Property Manager, a Board Member, or any property owner, noting the date, time,



and location of the violation. The Property Manager for Richmond Park's Master Association (the "Property Manager") or designee will place a notice of parking violation on the windshield of the vehicle each time the vehicle is in violation, take a picture and/or video of the vehicle with the notice of parking violation on the windshield noting the date, time, and location of the vehicle, and will send notice letter to the resident via email and/or postal mail.

- Letter of Towing Notice - If a Resident continues to park in a manner that violates Richmond Park's Parking Rules, the Property Manager will send the resident an email, letter via regular mail, and letter via Certified Mail with a return receipt giving notice of the intent to tow the vehicle at the Resident's expense and/or a fine levied by the Board of Directors of \$100/parking violation incident.
- Upon placement of a notice of parking violation on the windshield and letters and email sent to the Owners, the vehicle will be placed on a list of vehicles eligible for towing upon further violations.
- The Property Manager will contact the towing vendor whenever a vehicle that has been placed on the list as described above is to be towed. The Property Manager and/or a member of Richmond Park's Association's Board of Directors or designee must be present at Richmond Park to approve the actual towing of a vehicle.
- Once a Resident has been notified via the above process, no further notice will be given to that Resident for subsequent violations of Richmond Park's Parking Rules. Vehicles violating Richmond Park's Parking Rules may be towed without any additional notice to the Resident and at the Resident's sole expense.
- Documentation that Richmond Park's Property Manager will maintain as follows:
 - a. Copies of all photos and videos of parking violations including date/time, vehicle make, model, color, license plate, and location
 - b. Copies of any communication between the Resident and the Property Manager relating to parking violations
 - c. Copies of any communication regarding the Amenity Parking Area or Guest Parking space complaints by other Richmond Park Residents sent to the Property Manager
 - d. Copies of any communications with the towing vendor



Antenna - Exterior

Except as may be required by law, and in conformity with reasonable architectural criteria adopted by the Association, no exterior satellite dishes or antennas shall be permitted anywhere on the Condominium Property.

Association Responsibility

The Association is responsible for the maintenance of the Common Elements of the Condominiums and Common Property of the Community. This includes all the buildings, grounds, amenities, and building components serving more than one Unit. In addition to the serviceability of the Common Property, the Association is also responsible for maintaining the uniform and pleasing appearance of the Community.

Except for the costs to be borne by the Unit Owners as described above, the cost of regular maintenance is the responsibility of the Association and is funded by the quarterly maintenance assessments paid by the Unit Owners. Major maintenance activities, such as building painting, are funded by the regular savings (Reserves) which are also included in the quarterly maintenance assessment. At times, special assessments may be needed to defray these costs.

In summary, the Association is responsible for:

- Repair, maintenance, and replacement of Common Elements and Common Property except to the extent arising from Richmond Park Rules and Regulations negligence or misuse by a specific Unit Owner or Unit Occupant
- Wiring, plumbing, and other components that serve the Common Elements or Common Property or more than one (1) unit, unless there is damage arising from negligence or misuse by a specific Unit Owner or Unit Occupant
- Painting of exterior buildings and lanais
- Exterior light fixtures
- Painting of front doors



Cameras

A camera for the purpose of viewing unit driveway may be used. They should be mounted on the **LEFT** side of the inside panel of the garage. You should **NOT** mount on the outside of the garage and above the garage keypad. The cameras can **ONLY** view the unit driveway. The camera **CANNOT** view neighboring driveways and/or sidewalks. **Only** white-colored cameras can be used (e.g., Ring Camera).

Children - Supervision

Children shall be the direct responsibility of their parents or legal guardians who **MUST** supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and Governing Documents shall be required for children. Playing shall **NOT** be permitted in any of the hallways, stairways, entranceways, or other areas where to do so would be unreasonably disturbing residents, and persistent loud noises will **NOT** be tolerated. Children under the age of 12 are **NOT** permitted in pool areas without supervision of an adult.

Common Areas

The use of the Condominium's Common Elements and Association's Common Areas are at the risk of the Owners, their Families, Guests, Tenants, and Invitees. There is **NO** fishing at either pond at any time.

- Nothing shall be done to the Common Elements which will impair the structural integrity of the building, or which would structurally change the building, or which will change the appearance of the exterior.
- The use of the Common Areas and recreational facilities are at the Unit Owners and family responsible.
- Common Areas shall **NOT** be obstructed, littered, defaced, or misused in any manner and shall be kept free and clear of rubbish, debris, and unsightly materials. The cost of remediating destruction or damage caused to a Common Area shall be at the expense of the Unit Owner responsible.
- Common Areas should **NOT** be used in a way that constitutes a nuisance to other occupants and the public. (A nuisance is an unreasonable source of annoyance to other unit owners which interferes with the peaceful and proper use of the property by any other Unit Owner)
- Use of cellular phones in the pool/spa deck area is limited to short, quiet conversations.

- Unit Owners are responsible for any negligent act, or failure to act, by the Unit Owner's family or lessees, invitees, or guests of the Unit Owner's family and persons providing service or merchandise.
- Children under 12 **MUST** be accompanied by an adult in the pool deck fenced area when using the pool, spa, and/or grill.
- Children under 12 **MUST** be accompanied by an adult when using the Association Clubhouse.
- Clubhouse entry doors and property access gates **MUST** always be kept closed.
- All residents and guests **MUST** dry themselves before entering the Clubhouse when coming in from the pool/spa.

Compliance and Fines

Every Unit Owner, Tenant, and Occupant of the Unit (e.g., Family Members, Guests, Invitees, Lessees, or Employees) shall comply with these Rules and Regulations as set forth herein, any and all other Rules and Regulations which from time to time may be adopted by the Richmond Park Condominium Association and the provisions of any Declaration of Condominium and Bylaws applicable to their Unit (all as amended from time to time) (collectively, the "Applicable Governing Documents"). Failure of a Unit Owner, Tenant, or Occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due to damage, and action for injunctive relief, the levying of a fine against their Unit, or any combination of such actions. In addition to all other remedies, a fine or fines and/or suspensions may be imposed upon a Unit for failure of a Unit Owner, their Family, Guests, Invitees, Lessees, or Employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Bylaws, provided adherence to the procedures described below.

Determination of a Fine

The Richmond Park Board of Directors may levy a fine or fines against the Unit at a duly called Board Meeting in an amount not to exceed \$100/day/violation, up to \$1,000 for a continuing violation. **Suspensions of the use of Common Areas, Facilities, Clubhouse, Common Facility/Amenity Fobs, and Non-Essential Services (e.g., bulk cable TV and/or internet), if any, may be imposed for a reasonable period of time to deter future violations.** The procedure for imposing fines or suspending use rights shall be set forth in the Association's Bylaws.



Definitions Provided to Better Understand the Rules and Regulations

Amenities

Amenities consist of the pool, clubhouse, and related equipment

Association

Association or Condominium Association means Richmond Park Condominium Association, Inc., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.

Board/Board of Directors

Board or Board of Directors means the representative body that is responsible for administration of the Association and maintenance/preservation of the Common Elements and Common Areas.

Common Elements


Richmond Park property NOT included within a living Unit (as defined in each Condominium's Declaration) including, but not limited to:

- Any property NOT included within a Unit
- Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring, and other facilities
- The property and installations required for the furnishing of utilities and other services to more than one Unit
- All structural columns, chases, bearing walls, regardless of where they are located

Condominium Property

Condominium Property is the land, leaseholds, improvements, other personal property, easements, and rights intended for use in connection with Richmond Park

Governing Documents



The Association Governing Documents encompass the incorporation documents, Declaration of Condominium, Bylaws, the Rules and Regulations; all as may be amended from time to time.

Guest

Guests include only those people who have a principal resident other than the Unit.

Limited Common Element

Those Common Elements reserved for the use of a certain Unit to the exclusion of other Units. Examples include lanais, lanai screens, railings and frameworks, the exterior door hardware of any door providing access to any particular Unit, the sidewalk providing direct access to only a particular Unit, the garage door openers of each Unit, etc.

Member

An Owner that is a member of any of the Associations.

Occupant

Occupants include the Unit owner Family members, Guests, Invitees, Lessees, or Employees.

Property Manager

The business entity or individual selected by the Board to assist in the Operations of the Association.

Tenant

- Any Guest occupying a Unit with the Unit Owner present for a period greater than 30 days
- Any individual occupying a Unit without the Unit Owner present
- Any individual paying rent to occupy a Unit


Unit Owner

Owner of a Unit means a record Owner of legal title to a Condominium Unit.

Wet Deck

The Wet Deck is the defined area extending six (6) feet from the perimeter of the pool.

Drone Usage



Drones or other aerial devices, including any aerial devices with cameras, are defined as powered, unmanned, aerial vehicles that use aerodynamic forces to provide vehicle lift, can fly autonomously, or piloted remotely, and are designed to be recoverable. Drones are approved for commercial use **ONLY**, such as property inspections, real estate photography, and deliveries, if and when that technology becomes available. Personal drone usage is **NOT** permitted within Richmond Park.

Electric Vehicle Charging

The following applies to ALL electrical vehicles:

- Electric Vehicles **MUST** be charged inside a garage
- Electricity to charge a vehicle **MUST** be paid for by the Unit Owner. **NO** charging may be done using electricity in a Common Area
- Charging cables may **NOT** impede any driveway, walkway, or doorway
- Charges **MUST** be installed by a licensed electrician and according to Naples/Collier Codes and Sec. 718.113(8) and (9) of the Florida Condominium Act

Flag - Display of United States Flag in Common Areas

- These regulations apply to displaying a US Flag on Common Areas only that are viewable from the exterior. Unless otherwise stated in these Regulations, no other flags may be displayed on the Common Areas.
- Each Unit Owner who wishes to display a US Flag on Common Areas **MUST** request and receive Board approval to do so.
- Flagpole brackets **MUST** be installed in accordance with the Association's Guidelines and at the expense of the Unit Owner. Please prepare a Modification Request Form available from the Property Manager and submit the completed form to the Property Manager to review and approve. Only **ONE** flagpole bracket is allowed per Unit.
- US Flags may be displayed on an approved flagpole bracket in an approved location only. US Flags may **NOT** be hung or displayed in any other manner on Common Areas. US Flags **MUST** be displayed in a respectful manner and may **NOT** be hung upside down or backwards.
- US Flags size **MUST** be 30" wide by 48" in length to maintain uniformity.
- Flagpoles are to be 1" in diameter and to be made of a non-rusting material such as aluminum, wood, fiberglass, etc. Flagpoles may be up to 60" in length. Shorter flagpoles are allowed.

- There is no limitation when the US Flags can be displayed. US Flags may be displayed every day. Flags should be displayed between sunrise and sunset.
- If a Unit Owner will be away from their Unit for two (2) days (48 hours), they are required to take down their flag. Flags are **NOT** intended to be put up and left up. Flags **MUST** be taken down if inclement weather is expected.
- If a flag gets excessively worn or faded, the Unit Owner will be asked to remove or replace the flag at the request of the Board within five (5) days of receiving notice.
- On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, a Unit Owner may display, in a respectful way, flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard (“US Military Flags”). On these selected days, these US Military Flags may be displayed in lieu of the US Flag or can be displayed on the same pole under the US Flag. The US Military Flags shall have a suggested size of 30” wide by 48” in length to maintain uniformity. Other than these selected days, only a single US Flag may be displayed on a single pole.
- When a flag is taken down, both the flag and pole **MUST** be removed from the flagpole bracket. Flagpoles without an attached flag are **NOT** permitted to be displayed.
- Approved locations for the flagpole brackets are based on the unit type (Keswick, Kendal, Windermere, and Whitehaven). See pictures below of approved mounting locations. Flagpole brackets are to be mounted approximately 60” from the ground level.
- Flagpole brackets are to be made of aluminum or stainless steel and painted white.
- Mounting screws are to be made of stainless steel and secured with the proper type of anchors.
- Temporary ground flags up to 12” are also permitted during the same time periods identified for unit-attached flags.

Temporary Ground Flags



Windermere Units

Keswick Units

Garage wall facing the street opposite the lamp and number plaque



Kendal Units

Garage wall facing the street closest to the front door



Garage wall facing the street opposite of the lamp and unit number plaque



Garage Use

The garage associated with each Unit is to be used by the Unit Owner for vehicle parking and to store personal possessions such as unregistered motor vehicles, motorcycles, scooters, mopeds, bicycles, grills, and other personal property. Such personal property shall not be left outside of the garage overnight.

- A Unit Owner performing repair, maintenance, or reconstruction on a motor vehicle or any other personal items **MUST** carry out those activities inside the garage associated with that Unit and **NOT** in any Common Element or Limited Common Element including their driveway.
- Unit Owners are responsible for any expenses related to repairing or replacing driveway pavers that are damaged by an Owner/Occupant or Contractor due to any work being performed on his/her driveway, including any paint or oil staining.

Garbage and Recycling

Garbage and other refuse shall **NOT** be allowed to accumulate in the Common Elements or Limited Common Elements and shall be placed **ONLY** in designated areas. Trash containers and recycling barrels **MUST** be stored inside the garage of each Unit. They can be left out at 6:00 am and put back in the garage by 7:00 pm the same day.

Grills and Fire Code Requirements

Play it safe! - NO charcoal or gas grills on your balconies

Cooking on Balconies

The Florida Fire Prevention Code prohibits any cooking on a balcony of an apartment or condominium. **The only exception is the use of electric grills is now permitted provided that they comply with the following:**

- NFPA 1:10.10.6.1.1 - Listed electric portable, tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus shall be permitted. Use or kindling of Gas Grills is still prohibited on any balcony, under any overhang, or within 10 feet of any structure as in previous code editions.

Storage of Grills


The Florida Fire Prevention Code prohibits the storage of any grill on a balcony of an apartment or condominium.

The specific code sections are as follows:

- NFPA 1:10.10.6.1 (2015): For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10ft (3m) of any structure.
- NFPA 1:10.10.6.1.1 (2015): Listed electric, tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus shall be permitted.
- NFPA 1:10.10.6.2 (2015): For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on any balcony.

Grills and Combustible or Explosive Materials

- **NO** flammable, combustible, or explosive fluids, chemicals, or other substances may be kept in any Unit, garage, lanai, balcony, or on the Common Areas, except such as are normally used for normal household use of propane, butane, naphtha, kerosene, xylene, acetone, denatured alcohol - all of which have some “household purposes” but are all combustible/flammable. Per our (Decl. Sec. 17.9).
- **NO** generators are permitted or allowed to be stored in your garage or any full or empty gas cans.
- **NO** gas fired, electric, or charcoal cooking grills may be **USED or STORED** on any balcony, lanai, or within 10 feet of any structure as per Florida Fire Prevention Code. Notwithstanding the foregoing, electric portable, tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus shall be permitted.

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- Cooking grills may **NOT** be stored anywhere outside of the Unit.
 - Storage of low-pressure gas (LPG) cylinders in any Unit or garage is limited to two (2) 2.7-pound cylinders per Unit. The cylinders may **NOT** be stored anywhere outside of the Unit.
 - The use or storage of standard 20lbs LPG cylinders is expressly prohibited as per the Florida Fire Prevention Code.

Interference with Radio, Television, or Internet Reception

No radio or television installation or other electronic equipment shall be permitted in any Unit or any Limited Common Area if it interferes with the television or radio reception of another Unit or any Limited Common Area.

Leasing


NO portion of a Unit, other than the entire Unit, may be rented. A Unit shall **NOT** be leased without advance written approval of the Association, which shall **NOT** be unreasonably withheld. A fee will be charged for each lease application and background check. A proposed lease may **ONLY** be disapproved for good cause **ONLY** if a majority or the whole Board of Directors votes. In considering whether good cause exists the Board shall consider each applicant on a case-by-case basis and shall take into account mitigating factors such as recency of the event and the detrimental impact on the Community based on reasonable belief and information. Appropriate good cause grounds for disapproval shall include, but not limited to the following:

- The Owner is delinquent in the payment of assessments at the time the application is considered.
- The Owner has a history of leasing the Unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his/her Unit.
- The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.
- The application on its face indicated that the prospective lessee or any proposed occupants intend to act in a manner inconsistent with the restrictions applicable to the property.

- The prospective lessee or any proposed occupants have been convicted of a crime involving violence to persons or property or are registered as a sexual predator and/or offender, or a crime involving sale or possession of a controlled substance, a crime demonstrating dishonesty or moral turpitude, or is a registered sexual offender or sexual predator of the equivalent in any jurisdiction.
- The prospective lessee or any proposed occupants have a history of conduct which evidence disregards for the rights and property of others.
- The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility. The Board may establish a minimum credit score for this purpose.
- The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.
- The prospective lessee or any proposed occupants have given false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
- The Owner fails to give proper notice to the Association of the intention to lease the Unit.
- **NO** Unit may be rented more than three (3) times in any calendar year. Each rental period shall be for a time of NOT less than 30 consecutive days, except for rental during the entire month of February, which may be before a time of not less than 28 consecutive days. Subleasing of a Unit is **NOT** permitted.
- Potential Tenants **MUST** complete an application for lease, a lease addendum form approved by the Board, which shall include a provision to the effect that the Owner and proposed lessee grant to the Association the right to terminate the lease and evict the lessee and other occupants if the lessee or any other occupant violate the Associations Governing Documents, including any Rules and Regulations and be approved by the Board of Directors. **ALL** Occupants will be subject to a background check prior to Board approval. A fee will be charged for each applicant and background check. Applications may be obtained from the Property Manager.

Noise Disturbance

- **NO** Unit Owner, the Unit Owner's Family, Servants, Employees, Agents, Visitors or Licensees, or pet shall make disturbing noises or permit the Unit to be used in any manner which constitutes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first-class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. In particular, **NO** Unit Owner shall play (or



permit to be played) in his/her Unit or on the Common Elements appurtenant to it, any musical instrument, phonograph, television, radio, or the like at loud volumes in a way that otherwise unreasonably disturbs or annoys other Unit Owners or Occupants.

- Second floor units **MUST** install and retain gliders or similar sound deadening components to all moveable furniture (chairs, etc.) so as to minimize the impact of such movement thus creating a disturbance for main floor Unit Owners.

Speed Limit

- A reminder street within Richmond Park is considered “Private Roads”, subject to the speed limits as designated by the Board of Directors. The current speed limit for roadways within Richmond Park has been set at 15mph. Any racing or revving vehicle motors that cause a loud noise disturbance and the speed limit to be exceeded will be considered a violation of the Association’s Rules and Regulations.
- Bicycles, gasoline powered bicycles and/or electric bicycles are to be ridden at a reasonable safe speed in consideration of pedestrians. These bicycles **CANNOT** be ridden on Community sidewalks at any time.


Parking

- Parking in the street is prohibited with the exception of delivery and other trade vehicles doing work in owners’ Units. It is illegal to park in front of the clear, marked fire hydrants. Vehicles **MUST** be parked in the Unit’s garage or in the driveway in such a way that the sidewalk is **NOT** obstructed. **NO** boats, trucks over $\frac{3}{4}$ tons, commercial vehicles, trailers, recreational vehicles, motor homes, or other motor vehicles, except four-wheel passenger automobiles or non-commercial vans or pickup trucks or personal work vehicles as determined by the Board of Directors shall be placed, parked, or stored upon the Condominium Property or in the Common Elements for a period of more than four (4) hours in one day unless such vehicle is parked in an enclosed garage or necessary in the actual construction or repair of a structure or for ground maintenance. **NO** maintenance or repair shall be performed upon any boat or motor vehicle **NOT** owned or controlled by the Association in the Condominium Property.
- Unit Owners are responsible for cleaning any grease, drippings, etc. from driveway pavers and will be responsible for any expenses related to repairing or replacing driveway pavers that are damaged by an Owner due to excessive oil staining.

- Unit Owners with a single driveway, may have up to 2 cars per Unit. Unit Owners with 2 car driveways may have up to 4 cars per Unit. All vehicles **MUST** be parked in their garage and driveway.
- You **MUST** store your extra vehicles off the premises of the Richmond Park Community.

Pets

- A maximum of two (2) household animals may reside within any Unit, and will be limited to dogs, cats, or fish. **NO** dog or cat shall be a dangerous or vicious breed or disposition, which shall be determined at the sole discretion of the Board. **NO** variance to the number of pets may be granted.
- An Owner's animals (and that of all guest and tenants) shall **NOT** be permitted to become a source of annoyance or a nuisance or danger to any other Occupant and are subject to removal from Richmond Park at the discretion of the Board of Directors after a hearing conducted in the same manner as a hearing for fines.
- Solid waste from pets **MUST** be picked up immediately and disposed of properly by the animal owner in their own waste receptacles.
- **NO** dog or cat shall be permitted outside of the owner's Unit unless in a crate or being walked by an adult or reasonable handler on a leash **NOT MORE THAN** six (6) feet long.
- It is the responsibility of the animal's owner to ensure that their animals are licensed and vaccinated in accordance with [Collier County requirements](#). Failure to maintain these requirements will be reported to the Collier County Animal Control and result in a request for the removal of the animal from the Community until the requirements have been met.
- Aquariums may **NOT** exceed 55 gallons in capacity. Only one (1) aquarium shall be permitted in each Unit.
- Owners, Guests and Tenants animals are (a) **NOT** permitted on any part of the Common Elements except when they are leashed and being walked or transported directly off the Common Elements or directly to their owner's Unit, and (b) **NEVER** allowed in the Association's lake, pool, fenced in area, or clubhouse.
- Guests and Tenants of Unit Owners shall be allowed to bring any animals onto the Condominium Property of any Unit in the same manner and subject to the same restrictions as Owners. The Association **CAN** request the pet owner to provide proof of current license and vaccination certificates.
- Any Unit Owner or other resident who keeps or maintains any animal shall, in exchange for and in consideration of the privilege to keep the pet hereby indemnify and hold the Association and each Unit Owner free and harmless from any loss, claim, or liability of



any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.

Repairs, Maintenance, and Modifications


(See Declaration of Condominium for Additional Details)

- Unit Owners are responsible for routine maintenance, repair, and replacement due to age/ear and tear.
- The area subject to exclusive ownership in any condominium is limited. The Richmond Park Declaration of Condominium describes this area as beginning with an unfinished surface (i.e., including paint and similar coverings but excluding the drywall) on the interior unit walls and extending inward. In other words, all the building structure and grounds are Common Property and not owned exclusively by the Unit Owner. For example, all the walkways and driveways are Common Property.
- Our Governing Documents also explain that Unit Owners have the financial responsibility for the maintenance of Common Property that is exclusively associated with a Unit. For example, each Unit has its own HVAC system which the Unit Owner **MUST** maintain, repair, and replace even though it is **NOT** completely within the area subject to exclusive ownership.
- Under Florida law, Unit Owners **MUST** use licensed and insured contractors to perform electrical plumbing, floor repairs and/or modifications in any area since these units are in multi-family buildings. A Unit Modification Form **MUST** be completed, submitted to the Property Manager, and **MUST** be approved in advance of the work. The Unit Owners' participation is limited to cosmetic work, such as painting within the area of exclusive ownership.
- Unit Owners are financially responsible for damage he/she causes (whether negligently or intentionally) to Common Elements or Common Property. Common Elements or Common Property repairs will be done by the Association, and the costs will be billed to the Unit Owner. For example, a resident or guest backs into a driveway and hits the building, damaging an exterior wall, the Property Manager **MUST** be notified. The Association will hire the contractor to perform the repair needed, and the cost will be passed on to the Unit Owner.
- Unit Owners may **NOT** modify or alter the appearance of any Common Element or Common Property without the Board of Director's written consent. This includes building exteriors, driveways, landscaping, etc. The Unit Owner will be financially responsible for the cost of returning the Common Element or Common Property to its original appearance and condition.

- In summary, the Unit Owner is responsible for the maintenance, repair, and ordinary replacement of:
 - a. All windows, doors, sliders, etc., are within his/her Unit, including the exterior surfaces, glass, frameworks, casings, weather stripping, and hardware.
 - b. Interior of entrance doors
 - c. Unit staircases, chair lift servicing only that Unit (if any)
 - d. Garages, garage doors, openers, and appurtenant garage equipment
 - e. Electrical from electrical meter (including wiring), heating and A/C equipment, fixtures and outlets, appliances, carpets and floor coverings, interior decor, all interior surfaces, and everything else contained in the Unit
 - f. Balconies, porches, lanais, patios, terraces, or decks (except for painting, which is the Association's responsibility.
 - g. Repair and maintenance of any property within the designated boundaries of their Unit using licensed and insured contractors
 - h. Wiring and plumbing property that exclusively service a Unit are the sole responsibility of the applicable Unit Owner, even if those services are not included within the boundaries of the Unit. For example, HVAC equipment, lines, and ducts are also the responsibility of the Unit Owner.
 - i. Cleaning of the HVAC and dryer ductwork as well as sink and toilet drains serving a Unit are the responsibility of Unit Owners
 - j. Changing light bulbs in fixtures controlled from within a Unit are the responsibility of the Unit Owner and the same type of bulbs **MUST** be used
 - k. The Unit Owners are financially responsible for the repair of any damage done and/or alterations to Common Elements or Common Property

Sale of Unit

- Potential buyers **MUST** complete an application and be approved by the Board of Directors. **ALL** Occupants will be subject to a background check prior to Board approval. A fee will be charged for each sale application and background check. Applications can be obtained from the Property Manager. A proposed sale shall be disapproved for good cause **ONLY** if a majority of the whole Board of Directors votes. In considering whether good cause exists, the Board shall consider each applicant on a case-by-case basis and shall consider mitigating factors such as the recency of the event and detrimental impact on the Community based on verifiable data and information. If the Board disapproves of a proposed sale for good cause, the Association shall have no obligation to provide an alternate purchaser. Good cause reasons for disapproval includes, but are **NOT** limited to the following:

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- a. The person seeking approval or their spouse or any other person which is a proposed occupant has been convicted of a crime involving violence to persons or property, a crime involving possession or sale of a controlled substance, a crime demonstrating dishonesty or moral turpitude or is a registered sexual offender or sexual predator, or the equivalent in any jurisdiction.
 - b. The person seeking approval, or any proposed occupant, has a record of financial irresponsibility, including, without limitations, prior bankruptcies, foreclosures, or bad debts.
 - c. The application on its face gives the Board reasonable cause to believe that the applicant or any proposed occupant intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium.
 - d. The person seeking approval, their spouse, or any other proposed occupant has a history of disruptive behavior or disregard for the rights or property of others.
 - e. The person seeking approval, their spouse, or any other proposed occupant has evidenced an attitude of disregard for Association rules by his/her conduct in this Condominium as a tenant, Unit Owner, or occupant of a Unit.
 - f. The person seeking approval, their spouse, or any other proposed occupant has failed to provide the information, fees, or interviews required to process the application in a timely manner or provided false information during the application process.
 - g. The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.
 - h. The Unit is occupied by the applicant prior to having obtained written approval.

Signs

With the exception of signs used or approved by the Association, excluding security signs, **NO** signs, advertisements, notices, or lettering may be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the Common Elements or any part of a Unit or Limited Common Element associated with such Unit so as to be visible outside the Unit of the Limited Common Element. Signs are intended to include any for sale, for rent, security signs, vendor advertisements, and political/campaign signs. Questions regarding use of signs as decorative items should be brought to the Board in advance of installation for approval.



Smoking

- Smoking (including vaping) is **PROHIBITED** in **ALL** common indoor areas consistent with the Florida Clean Indoor Air Act. Smoking is also **PROHIBITED** in the pool/spa area and in any other outdoor common areas where residents typically gather.
- The Richmond Park Board reserves the right to prohibit smoking in other areas on the Richmond Park Community Property as the Board deems it necessary to abate any nuisance or safety issues.

Storage of Personal Property

The entranceways, stairwells, passages, vestibules, halls, and similar portions of the Common Elements shall be used for ingress and egress to and from the Unit and the rest of the Condominium Property. **NO** carts, bicycles, carriages, chairs, tables, garbage or refuse, or other personal property or equipment shall be stored in them.


Each Unit Owner's personal property **MUST** be stored within the Unit, or the Limited Common Elements associated with the Unit. Pods are **ONLY** allowed up to 24 hours to fill and remove.


Use and Occupancy by Owners

Common Element Uniformity

The Common Elements shall **NOT** be obstructed, littered, defaced, or misused in any manner.

- Nothing is to be attached, hung, displayed, or placed on porches, exterior walls, doors, balconies, or windows of the building without advanced written approval of the Association, including, but not limited to, signs, awnings, screens, window tinting, statuary, anything that is unsafe, and other fixtures and equipment.
- **NO** one shall make any structural addition, alteration, or improvement to any Building, **NOR** shall paint or otherwise decorate or change the appearance of any portion of the exterior of any building.
- Anything determined to be unsafe or causing damage to the Property will be removed at the Unit Owner's expense.
- **NO** unlawful use shall be made of the Condominium Property.
- **NO** articles, garbage or refuse, or personal property shall be placed or hung in hallways, stairwells, or entranceways.
- **NOTHING** shall be stored on the windowsills that will be seen from the outside of the building such as shampoo bottles, toiletries, cleaning supplies, etc.

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- An exception is made to replacement of builder installed temporary doorbells with builder's specified doorbells that provide a camera at the doorway. Any doorbells installed to replace builder temporary doorbells prior to the issuance of this revised rule are grandfathered. The doorbell features **MUST** be adjusted to record your entrance **ONLY** and **NOT** capture images or sound from any neighboring Unit. Replacement doorbells should be similar in appearance as the doorbell that the builder installed.
 - An exception is made for the placement of a lock box on the front door that key for emergency responders in the event of a medical or other emergency. The brand "Knox Homeobox" may be used without approval of the Association. Any lock boxes in place prior to the issuance of this revised rule are considered to be grandfathered.
 - One standard-sized peep hole in the front door is permitted.
 - Nothing is to be planted or grown outside of the Unit, including any type of tree, vine, grass, or any other type of plant, except for one pot containing plants in a container that cannot exceed 12" in size. The potted plant **MUST** be located directly outside the doorway in a position that will **NOT** obstruct entering or exiting Unit. Plants in containers **MUST** be moved inside the Unit or garage during the period of Owner absence or in the event of a windstorm.
 - Wreaths that are hung (**CANNOT** be attached) on the front door **CANNOT** exceed the width of the Unit's entry door.
 - Neither rugs, laundry, nor any other article(s) shall be shaken or hung from windows, doors, or exterior walls.
 - A Unit Owner may attach a religious object **NOT** to exceed 3" wide, 6" high, and 1.5" deep on the mantel or frame of the door of the Unit.
 - Vendors performing mechanical, electrical, and plumbing repairs in the Owner's Unit **MUST** be licensed and insured. Unit alteration/renovation or flooring replacement work **MUST** be approved in advance by the Association. An application for any work or alteration **MUST** be submitted in advance to the Property Manager along with the vendor's license and Certificate of Liability Insurance, naming the Association as an additional insured. Applications may be obtained from the Property Manager.
 - The Common Elements shall **NOT** be used by a Unit Owner or their contractors for work performed on an Owner's Unit. **ALL** work performed on or for an Owner's Unit **MUST** be performed within the Unit or on the Limited Common Element driveway assigned to that Unit.
 - Property **MUST** carry out those activities inside the garage associated with that Unit and not in any Common Element or Limited Common Element including the driveway.
 - Unit Owners are responsible for any expenses related to repairing or replacing driveway pavers that are damaged by an Owner/Occupant or contractor due to any work being performed on his/her driveway, including any paint or oil staining.

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- The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.
 - The application on its face indicated that the prospective lessee or any proposed occupants intends to act in a manner consistent with the restrictions applicable to the property.
 - The prospective lessee or any proposed occupants have been convicted of a crime involving violence or persons or property or are registered as a sexual predator and/or offender, or a crime involving sale or possession of a controlled substance, a crime demonstrating dishonesty or moral turpitude, or is a registered sexual offender or sexual predator or the equivalent in any jurisdiction.
 - The prospective lessee or any proposed occupants have a history or conduct which evidence disregards for the rights and property of others.
 - The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility. The Board may establish a minimum credit score for this purpose.

Vendor Interaction with Unit Owner

Employees and Vendors of the Association are **NOT** to be contacted by Unit Owners or Occupants without the Association's advance written approval **NOR** are they to be engaged by the Unit Owners or Occupants for personal errands, which are **NOT** within the scope of the applicable employee's or vendor's duties. The Board of Directors shall be **SOLELY** responsible for directing and supervising any Employees or Vendors of the Association.

Window and Glass Door Coverings

- Curtains, drapes, and other window coverings (including their linings) which face exterior windows or glass doors of Units shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors.
- **NO** aluminum foil or white paper may be placed in **ANY** window or glass door of a Unit, and **NO** reflective or tinting substance may be placed on **ANY** glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes.
- Door, window, or lanai coverings visible from outside the building are considered modifications requiring Board approval.