



Richmond Park Master Condominium Association, Inc.

Rules & Regulations

8/1/2022

RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

INTRODUCTION

Why publish Rules and 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 into 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 items mentioned in those documents. Collier County and the City of Naples also disseminates 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 Regulation 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 time to time, that 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 associations governing documents, including these rules and regulations, repair, maintenance, or safety issue 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 Master Condominium (the “Master Association”)

These Rules and Regulation are applicable to all owners of the Units (“Unit Owners”), their families, Guests, Tenants, licensees, invitees, and any person using any part of the Master Association property. These Rules and Regulations may be amended from time to time.

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

- 1. No Parking at any time in 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**
- 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.**

AMENITY AND GUEST PARKING

1. The amenity parking area is the parking spaces in the parking lot adjacent to the Richmond Park Master 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.
2. 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. Maximum days for guest parking permit is ten (10) consecutive days. Once approved, the Richmond Park Guest Parking Permit must be visibly displayed on the inside the vehicle driver side windshield.

3. Resident-owned vehicles shall only be parked in resident driveways and garage spaces. Residents shall not utilize the amenity parking area for regular parking of their vehicles. Residents may only use the guest parking cut-out spaces for such occasions 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 spaces. 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).

4. No parking is allowed anytime in community roadways, other than for the purpose of active deliveries, loading or unloading.
5. 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.

AMENITY AND GUEST PARKING ENFORCEMENT

1. 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 and 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 and time and location of the vehicle, and will send notice letter to the resident via email and/or postal mail.
2. 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 community's 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.
3. 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.
4. 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 master association's board of directors (the "Master Board") or designee must be present at Richmond Park to approve the actual towing of a vehicle.
5. 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.
6. Documentation that Richmond Park's property manager will maintain is as follows:
 - a. Copies of all photos and videos of parking violations including the date/time, vehicle make, model, color, license plate and location.
 - b. Copies of any communications between the resident and the property manager relating to the parking violations.
 - c. Copies of any communications of 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.

PETS

1. Pets are 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. Pets are never allowed in the Association's Lake, pool fenced-in area or clubhouse.
2. No dog or cat shall be permitted outside of its owner's Unit unless crated or being walked attended by an adult or reasonable handler on a leash not more than six (6) feet long.
3. Pets shall not be permitted to become a source of annoyance or a nuisance or danger to any resident and are subject to removal from Richmond Park at the discretion of the Master Board after a hearing conducted in the same manner as a hearing for fines.
4. Solid wastes from pets must be picked up and disposed of properly by the pet owner in their own waste receptacles.

COMMON AREAS – The Use of the Association's Common Areas are at the risk of the Owners, their Families, Guests, Tenants, and Invitees.

1. 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 from the exterior.
2. The use of the Common Areas and recreational facilities are at the Unit Owner's, the family's
3. 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 destruction or damage caused to a Common Area shall be at the expense of the responsible Unit Owner.
4. Common Areas shall not be used in a way that constitutes a nuisance to other occupants and the general 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.)
5. Use of cellular phones in the pool/spa deck area is limited to short, quiet conversations.
6. 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.
7. Children under twelve (12) must be accompanied by an adult in the pool deck fenced area when using the pool, spa and/or grill.
8. Children under twelve must be accompanied by an adult when using the Master Association clubhouse.
9. Clubhouse entry doors and property access gates must be kept closed at all times.

10. All residents and guests must dry themselves before entering the clubhouse when coming in from the pool/spa.

COMPLIANCE AND FINES

Every Unit Owner 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 Master Association or any sub-association at Richmond Park, and the provisions of any Declaration of Condominium and By-Laws applicable to their Unit (all as amended from time to time) (collectively, the "Applicable Governing Documents"). Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, the levying of a fine against their Unit, or any combination of such actions.

The following fining process shall be applicable to each Unit:

1. Notice: The Property Manager will notify each Unit Owner of any violation by that Unit Owner or by the occupant of the Unit of the Applicable Governing Documents.

Determination of Fine: If a violation continues, the Master Board may levy a fine against the Unit at a duly called board meeting in an amount not to exceed \$100.00/day up to \$1,000 for a continuing violation.

2. Notice of Hearing: The Association shall notify the Unit Owner of the levied fine and shall provide an opportunity for a hearing before the Fining Committee to take place at least 14 days thereafter at which the Unit Owner shall have the right to present reasons why the fine should not be imposed.
3. Fining Committee: The fining committee shall be a committee of Unit Owners formed for that purpose. It may not be comprised of any officers, directors, or employees of Richmond Park, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
4. Hearing: If the fining committee rejects the fine then the fine may not be imposed. If the fining committee confirms the fine, then the fine would be deemed imposed and the Property Manager must send a letter to the Unit Owner no later than twenty-one (21) days after the date of the hearing advising of the amount of the fine and the date due.
5. Payment of Fines: Fines shall be paid not later than five (5) days after notice is provided to the unit owner, and if applicable, to any tenant, licensee, or invitee of the unit owner that the fining committee has upheld the fine.
6. Application of Fines: All monies received from fines shall be allocated as directed by the Master Board.
7. No fine will become a lien against a Unit.

SMOKING

1. 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.
2. The Master Board reserves the right to prohibit smoking in other areas on the Master condominium property as the Master Board deems necessary to abate any nuisance or safety issues.

DRONE USAGE

Drones are defined as powered, unmanned, aerial vehicles that use aerodynamic forces to provide vehicle lift, can fly autonomously or piloted remotely, and 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 the Master Association.