



Richmond Park 2

Rules and Regulations

07/01/2022



TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS	1
INTRODUCTION	2
ABSENCE BY UNIT OWNER.....	3
ACCESS TO EACH UNIT BY THE ASSOCIATION	3
ANTENNA - EXTERIOR.....	3
CHILDREN - SUPERVISION	4
COMPLIANCE AND FINES	4
DRONE USAGE.....	5
ELECTRIC VEHICLE CHARGING.....	5
FLAG - DISPLAY OF UNITED STATES FLAG IN COMMON AREAS.....	6
GARBAGE AND RECYCLING	8
GRILLS AND COMBUSTIBLE OR EXPLOSIVE MATERIALS	8
INTERFERENCE WITH RADIO OR TELEVISION RECEPTION	10
NOISE DISTURBANCE	10
PARKING	10
PETS.....	11
REPAIRS, MAINTENANCE, AND MODIFICATIONS.....	12
SIGNS.....	13
STORAGE OF PERSONAL PROPERTY	14
USE AND OCCUPANCY BY OWNERS.....	14
Common element uniformity.....	14
Garage use.....	15
Leasing	15
Sale of a Unit	17
Window and glass door coverings.....	17
VENDOR INTERACTION WITH UNIT OWNER.....	18
DEFINITIONS PROVIDED TO BETTER UNDERSTAND THE RULES AND REGULATIONS	18



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, Units and the Condominium Property. More to the point, the Rules and Regulations give us some guidance on respectful behavior. We know condominium 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 11.1(g) 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.



ABSENCE BY UNIT OWNER

A Unit Owner who plans to be absent during the hurricane season or a period that exceeds 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 copy of your emergency contact number is updated and with the property manager.
- Set air conditioning thermostat 76-78 and humidistat, if your unit has one, to relative humidity of 40 to 60 percent.
- During **Hurricane Season** (June 1st to November 30th)
 - Remove potted plants from the exterior of the Unit, including the lanai, balcony and from the entryway.
 - Remove furniture from the lanai and balcony.
 - Remove lanai/balcony ceiling fan blades.
- Empty refrigerator ice maker.
- Shut off your unit main water valve and turn off the hot water heater breaker.
- Lock and secure Unit.

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 preventive 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 of residents may be endangered. For non-emergencies, the Association will provide a 24- hour notice prior to accessing the Unit. The Association requires a pass-key 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 to 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 Unit caused by the unavailability of a key and/or pass-key. At the discretion of the Unit Owner electronic access codes may be provided to the Association in addition to a physical key.

ANTENNA - EXTERIOR

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



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 of children. Playing shall not be permitted in any of the hallways, stairways, entranceways, or other areas where to do so would be unreasonably disturbing to residents, and persistent loud noises will not be tolerated..

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 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, Tenant 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. 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, his family, Guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-laws, provided adherence to the procedures described below.

Determination of Fine - The RP2 Board may levy a fine or fines against the Unit at a duly called Board meeting in an amount not to exceed \$100.00 /day/violation up to \$1000 for a continuing violation. **Suspensions of the use of common areas, facilities, gate transponders, 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 as follows:

- **Notice** - The Association will notify each Unit Owner, Occupant, licensee or invitee of any reported or alleged infraction or violation by that Unit Owner or by the Occupant of the Unit of the Applicable Governing Documents. The Owner will either be given a reasonable opportunity to comply or take corrective action to cure the violation. If the violation continues, the Board may levy a fine or suspension against the Unit at a duly-called Board meeting in an amount not to exceed \$100./day up to \$1000 for a continuing violation. The Unit Owner and the Occupant of the Unit, if different than the Unit Owner, shall be notified that the e-fine(s) and/or suspension has been levied by the Board of Directors and the Unit Owner and the Occupant of the Unit, if different than the Unit Owner, is afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:
 1. A statement of the date, time and place of the hearing.
 2. A specific designation of the provisions of Chapter 718, Florida Statutes, the governing documents or the rules which are alleged to have been violated.
 3. A short and plain statement of the specific facts giving rise to the alleged violation(s); and the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.



- **Hearing** – The non-compliance shall be presented to a committee of Unit Owners (Fining Committee) formed for that purpose, which committee shall hear reasons why a fine and/or suspension should not be imposed. If the fining committee rejects the fine and/or suspension, then the fine and/or suspension may not be imposed. If the fining committee confirms the fine, then the fine and/or suspension would be deemed imposed and the Association 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 or length of the suspension.
- **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 2, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
- **Payment of Fines** - Fines shall be paid not later than five (5) days after notice that the fining committee has upheld the fine provided to the Unit Owner, and if applicable, to any tenant, licensee, or invitee of the Unit Owner. No prior notice or opportunity for a hearing is required for the imposition of a suspension upon any member for the nonpayment of any monetary obligation, including a fine that is delinquent in excess of ninety (90) days. The suspension must be approved at a properly noticed board meeting and upon approval, the Association must notify the owner and if applicable, the owner's occupant, lessee, or invitee by mail, electronic transmittal, or hand delivery of the suspension.
- **Application of Fines** - All monies received from fines shall be allocated as directed by the RP2 Board of Directors.

These remedies shall not be considered exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

No fine may become a lien against a Unit.

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 or other aerial devices, including any aerial devices with cameras, are approved for commercial use only by those with an appropriate professional license with advance written approval from the Association, such as property inspections, real estate photography, and deliveries, if and when that technology becomes available. No drones or other aerial devices, including aerial devices with cameras shall be used within the Property for recreational purposes.

ELECTRIC VEHICLE CHARGING

The following shall apply 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.
- Any specialized charging stations must be installed inside a garage. No charging stations are permitted outside of a Unit's garage structure.



- The installation and operation of any charging station will be at the cost of the Unit Owner.
- No alteration of the building including holes into the structure is permitted without advanced approval of the Board.
- Any costs related to vehicle charging which are incurred by the Associations will be passed on to the Unit Owner. Those could include but are not limited to additional insurance costs, electrical demand charges, on peak premium rates, etc.

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 for review and approval. 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.

Flag poles are to be 1" in diameter and to be made of a non-rusting material such as aluminum, wood, fiberglass, etc. Flag poles may be up to 60" in length. Shorter flag poles are allowed.

There is no limitation when 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 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 5 days of receiving the 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.



Richmond Park 2 Rules and Regulations

(Draft)

When a flag is taken down, both the flag and pole must be removed from the flagpole bracket. Flag poles without an attached flag are not permitted to be displayed.

Approved locations for the flagpole brackets are based on the unit type (Keswick, Kendal, Windemere, 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.



Keswick Units – Garage wall facing the street opposite of the lamp and number plaque.



Windemere Units – Garage wall facing the street closest to the front door





Whitehaven Units – Narrow wall facing the street closest to the lamp and unit number plaque.



Kendall Units – Garage wall facing the street opposite of the lamp and unit number plaque.



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.

Please refer to the Waste Management Residential Guide to Waste Disposal and Recycling for additional information on bulky waste pickup and other services visit Waste Management website at www.wm.com.

Collier County rules require placing receptacles at the curb after 6:00 PM the evening before the pickup and removal of the receptacles by 6:00 AM the day after the scheduled service.

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 purposes.

No gas fired, 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. Electric grills are permitted to be used on lanai or balconies in accordance with The Florida Fire Prevention Code Rule 69A-60.003/National Fire Prevention Association, (NFPA) code 1:10.10.6.1.1. The grill shall be UL listed and not exceed 200 square inches of cooking surface. When not in use the grill needs to be stored in garage. Cooking grills may not be stored anywhere outside of the Unit. (See following page for code description.)



Grills & 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 10 ft (3 m) 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 a balcony.



Richmond Park 2 Rules and Regulations

(Draft)

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 20 lbs. LPG cylinders is expressly prohibited as per the Florida Fire Prevention Code.

INTERFERENCE WITH RADIO OR TELEVISION 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

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 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.

A reminder that streets within Richmond Park are considered 'Private Roads', subject to the speed limits as designated by the Master Board of Directors. The current speed limit for Richmond Park has been set at 15 mph. Any racing or revving of vehicle motors that cause loud noise disturbance and the speed limit to be exceeded will be considered a violation of the Master 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 clearly marked fire hydrants at all times. 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 3/4 tons, commercial vehicles, trailers, recreational vehicles, motor homes or other motor vehicles, except four-wheel passenger automobiles or noncommercial vans or pick-up trucks, 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.



Richmond Park 2 Rules and Regulations

(Draft)

Unit Owners are responsible for cleaning any grease, drippings, etc. from driveway pavers and may further be responsible for any expenses related to repairing or replacing driveway pavers that are damaged by an Owner due to excessive oil staining.

For additional information about parking, refer to the Rules and Regulations for the Richmond Park Master Condominium Association.

PETS

A maximum of two (2) household pets may reside within any Unit, and will be limited to dogs, cats, or fish. No dog or cat shall be of 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.

Pets shall not be permitted to become a source of annoyance or a nuisance or danger to any Occupant and are subject to removal from Richmond Park 2 at the discretion of the Board of Directors after a hearing conducted in the same manner as a hearing for fines.

Solid wastes from pets must be picked up immediately and disposed of properly by the pet owner in their own waste receptacles.

No dog or cat shall be permitted outside of its owner's Unit unless crated 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 pet owner to ensure that their pets are licensed and vaccinated in accordance with Collier County requirements (www.colliercountyfl.gov/government/public-services/divisions/domestic-animal-services). Failure to maintain these requirements will be reported to the Collier County Animal control and result in request of removal of the animal from the community until the requirements have been met.

Aquariums may not exceed fifty-five (55) gallon in capacity. Only one (1) aquarium shall be permitted in each Unit.

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.

Guests and Tenants of Unit Owners shall not be allowed to bring any pets onto the Condominium Property or any Unit without advance written approval of the Board of Directors, which may be withheld on any reasonable grounds. 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 pet 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 Responsibility

The area subject to exclusive ownership in any condominium is limited. The Richmond Park 2 Declaration of Condominium describes this area as beginning with the 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.

Unit Owners must use licensed and insured contractors to perform electrical, plumbing, floor repairs and/or modifications in any area. A unit modification request form must be completed, submitted to the Property Manager and must be approved in advance of the work. The Unit Owner participation is limited to cosmetic work, such as painting within the area of exclusive ownership.

Unit Owners are financially responsible for damage he or she causes (whether negligently or intentionally) to Common Property. 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 needed repair, and the cost will be passed on to the Unit Owner.

Unit Owners may not modify or alter the appearance of any 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 Property to its original appearance and condition.

In summary the Unit Owner is responsible for:

- All windows, doors, sliders, etc. within his or her Unit, including the exterior surfaces, glass, frame works, casings, weather stripping, and hardware.
- Interior of entrance doors.
- Unit staircases, chair lift servicing only that Unit (if any).
- Garages, garage doors, openers and appurtenant garage equipment.
- Electrical from electrical meter (including wiring), heating and A/C equipment, fixtures and outlets, appliances, carpets and floor coverings, interior décor, all interior surfaces, and everything else contained in the Unit.
- Balconies, porches, lanais, patios, terraces or decks (except for painting, which is the Association's responsibility).
- Repair and maintenance of any property within the designated boundaries of their Unit using licensed and insured contractors.



- 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.
- Cleaning of the HVAC and dryer ductwork as well as sink and toilet drains serving a Unit are the responsibility of Unit Owners.
- Changing light bulbs in fixtures controlled from within a Unit are the responsibility of the Unit Owner.
- The Unit Owners are financially responsible for the repair of any damage done and/or alterations to Common Property.

The Association Responsibility

The Association is responsible for the maintenance of the Common Property. This includes all the buildings, grounds, amenities and components serving more than one Unit. In addition to the serviceability of the Common Property, the Association is also responsible for 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 which are also included in the quarterly maintenance assessment. The savings for these major maintenance activities are placed in separate reserve accounts.

In summary the Association is responsible for:

- Repair, maintenance and replacement of Common Property except to the extent arising from negligence or misuse by a specific Unit Owner or Unit Occupant.
- Wiring, plumbing, and other components that service the Common Property or more than one 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.

SIGNS

With the exception of signs used or approved by the Association, **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 or 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 an approval.

Additionally, no awning, canopy, shutter, air conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, windows, roof or other portions of the building or on the Common Element



STORAGE OF PERSONAL PROPERTY

The entranceways, stairwells, passages, vestibules, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from 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.

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 advance written approval of the Association, including, but not limited to, signs, decorations, awnings, screens, window tinting, wreaths, 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 anyone 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.
- An exception is made for the replacement of builder installed temporary doorbells with builder specified door bells that provide a camera at the doorway. The brand "Ring Doorbell" as specified by the builder may be installed without approval of the Association. Any doorbells installed to replace builder temporary doorbells prior to the issuance of this revised rule are considered to be grandfathered. The doorbell features must be adjusted to record your entrance only and not capture images or sound from any neighboring unit.
- 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 Home Box" may be used without approval of the Association. Any lockboxes 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" size. The potted plant must be located directly outside the doorway in a position that will not obstruct entering or exiting the Unit.



Richmond Park 2 Rules and Regulations

(Draft)

- An exception is made for wreaths that are hung (not attached) on the front door. Wreaths cannot exceed the width of the unit's entry door and may be displayed throughout the year. If unit owner is away for more than 2 weeks, the wreath must be removed from the door.
- An exception is made for white lights which are permitted on your lanai during the period of November 15th through January 15th of the following year.

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 three inches (3") wide, six inches (6") high, and 1.5 inches (1.5") deep on the mantel or frame of the door of the Unit.

Vendors performing mechanical, electrical, and plumbing repairs in 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 licenses and certificate of insurance. 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 driveway assigned to that Unit.

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 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 or her driveway, including any paint or oil staining.

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 of the whole Board of Directors so 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 the 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 be limited to, the following:



- (1) The Owner is delinquent in the payment of assessments at the time the application is considered.
- (2) 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 or her Unit.
- (3) 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.
- (4) The application on its face indicates that the prospective lessee or any proposed occupants intends to act in a manner inconsistent with the restrictions applicable to the property.
- (5) 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 or the equivalent in any jurisdiction.
- (6) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.
- (7) 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.
- (8) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.
- (9) 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.
- (10) 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 thirty (30) consecutive days, except for a rental during the entire month of February which may be for a time of not less than twenty-eight (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 Association's 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.



Sale of a 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 may 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 so 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 the recency of the event and the detrimental impact on the community based on verifiable data and information. If the Board disapproves a proposed sale for good cause, the Association shall have no obligation to provide an alternate purchaser. Good cause reasons for disapproval include but are not limited to the following:

- (1) 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;
- (2) The person seeking approval or any proposed occupant has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (3) The application on its face gives the Board reasonable cause to believe that the applicant or any proposed occupant intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- (4) 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;
- (5) The person seeking approval, their spouse, or any other proposed occupant has evidenced an attitude of disregard for Association rules by his or her conduct in this Condominium as a tenant, Unit Owner, or occupant of a Unit;
- (6) 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.
- (7) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.
- (8) The Unit is occupied by the applicant prior to having obtained written approval.

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.



Richmond Park 2 Rules and Regulations

(Draft)

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.

VENDOR INTERACTION WITH UNIT OWNER

Employees and vendors of the Association are not to be contacted by Unit Residents or Occupants without the Association's advance written approval nor are they to be engaged by the Unit Residents or Occupants for personal errands which are not within the scope of the applicable employee's or vendors duties. The Board of Directors shall be solely responsible for directing and supervising any employees or vendors of the Association.

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 2 CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium

Board - Board or Board of Directors means the representative body that is responsible for administration of the Association.

Common Elements – Richmond Park property not included within a living Unit 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 located.

Condominium Property – Condominium property is 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, amendments to the declaration of condominium, and the rules and regulations.

Guest – Guests include only those persons who have a principal residence other than the Unit.



Richmond Park 2 Rules and Regulations

(Draft)

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 framework, the exterior door hardware of any door providing access to any particular Unit, the sidewalk providing direct access to any particular Unit, the garage doors and 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 – A tenant is:

- 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 – That portion of the Condominium Property which is subject to exclusive ownership.

Unit Owner - Owner of a Unit or Owner means a record owner of legal title to a Condominium Parcel.

Wet Deck – The Wet Deck is defined as the area extending six feet from the perimeter of the pool.