

**THE BOXWOOD AT BAYMEADOWS CONDOMINIUM ASSOCIATION, INC.**

**BOARD OF DIRECTOR RESOLUTION TO IMPLEMENT POLICY ON  
REASONABLE ACCOMMODATIONS AND MODIFICATIONS REQUESTS**

WHEREAS, the Association has in the past received accommodations and modifications requests by members due to a claimed disability; and

WHEREAS, the Fair Housing Act (“FHA”) governs housing providers, such as condominium associations, regarding reasonable accommodation and modification requests by residents due to a claimed disability; and

WHEREAS, HUD has issued guidelines for housing providers regarding the application of FHA standards for accommodation and modification requests by residents due to a claimed disability; and

WHEREAS, the Board desires to implement a policy for responding to accommodation and modification requests by members that complies with the FHA and HUD guidance;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of The Boxwood at Baymeadows Condominium Association, Inc. that the following policy applies to the Association when receiving reasonable accommodation and modification requests by members due to a claimed disability:

- A. Residents may submit reasonable accommodation and modification requests for a claimed disability to the Association’s management via e-mail at [Liz@elimservices.com](mailto:Liz@elimservices.com) or to another e-mail address for the Association’s manager which may be designated by the Board from time to time.
- B. All requests for accommodations and/or modifications shall be acknowledged, in writing, by the Association, within ten (10) days of the Association’s receipt, including any manager of Board member, of an oral or written request.
  1. In the case of an oral request, the Association reserves the right to seek a written statement or confirmation of the request.
- C. If the resident who makes the request has a disability that is readily apparent, meaning that the basis for the requested accommodation / modification is obvious due to the resident’s condition, then the Association cannot deny an accommodation and/or modification that alleviates that disability-related need.
  1. The Association, however, is not obligated to accept the exact accommodation and/or modification requested if there are alternative accommodation / modification solutions available that similarly alleviate the disability need, including such alternatives that do not violate the Association’s covenants, restrictions, rules, and regulations, or that do not fundamentally alter the nature of the Association, or that do not impose an undue financial or administrative burden on the Association.

2. If the Association denies a requested accommodation or modification, the Association should discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's disability-related need without a fundamental change to the Association's covenants, restrictions, rules and regulations, or without imposing an undue financial or administrative burden on the Association.
- D. If the member who makes the request does not have a readily apparent disability, meaning the basis for the requested accommodation / modification is unknown, then the Association may request information to allow the Association to determine: (1) the specific disability asserted; (2) the specific accommodation/modification requested; and (3) the relationship between the asserted disability and the requested accommodation/modification. The person making the request must provide this additional information before the Association can make a decision on the request.
1. The Association, however, is not obligated to accept the exact accommodation and/or modification requested if there are alternative accommodation / modification solutions available that similarly alleviate the disability need, including such alternatives that do not violate the Association's covenants, restrictions, rules, and regulations, or that do not fundamentally alter the nature of the Association, or that do not impose an undue financial or administrative burden on the Association.
  2. If the Association denies a requested accommodation or modification, the Association should discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's disability-related need without a fundamental change to the Association's covenants, restrictions, rules and regulations, or without imposing an undue financial or administrative burden on the Association.
- E. The Association shall consider all such requests for accommodations/modifications because of a disability-related need and shall grant those requests that are reasonable and may be necessary within the meaning of the applicable fair housing laws.
- F. The Association shall notify in writing the person requesting an accommodation/modification of the Association's decision on their request within twenty-one (21) days of the Association's receipt of the request and all supporting information under Section D. above. If a request is denied, or if an alternative accommodation/modification solution is available that alleviates the disability need, then the reason for the denial and/or the reason for the alternative solution shall be included in the written notification.
- G. Each request for a reasonable accommodation and modification due to a claimed disability, and each response from the Association, shall be fully documented by Respondents and maintained in the Association's records.
- H. The Association's final written decision regarding the reasonable accommodation/modification request will be retained in the Association's files.

- I. The Association shall not impose any additional fees or costs, except as may be allowed by applicable law or regulation, or otherwise retaliate against any person who has exercised his or her right under the applicable fair housing laws to request one or more reasonable accommodations/modifications and, if applicable, to receive a reasonable accommodation/modification.

ADOPTED by the majority of the Board of Directors on the 7 day of January, 2023.

(Corporate Seal)

THE BOXWOOD AT BAYMEADOWS  
CONDOMINIUM ASSOCIATION, INC., a  
Florida non-profit corporation

By: Alfred Wells  
Al Wells, President