

RULES AND REGULATIONS

THE BOXWOOD AT BAYMEADOWS CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of The Boxwood at Baymeadows Condominium Association, Inc. ("Association") the following rules and regulations of The Boxwood at Baymeadows Condominium ("Condominium") have been adopted by the Board of Director of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium.

1. Enforcement. All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association Officer, and/or the Management Agent. Disagreements concerning the proper interpretation and effect of these rules and regulations shall be presented to and determined by the Board, whose interpretation of these rules shall be dispositive. In the event that any person, firm, or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violations of these rules and regulations. Such fine, which shall not exceed One Hundred and no/100 Dollars (\$100.00) for each violation shall be collected by the Association and shall become a part of the Common Surplus of the Condominium ("Common Surplus") as defined in the Declaration of Condominium. A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed One Thousand and no/ 100 Dollars (\$1,000.00). Nothing herein shall be construed to prohibit the Board from bringing an action at law or inequity, in the name of the Association, to enforce these rules and regulations, including the provisions herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. Prior to the imposition of any fine, an offending party shall be given written notice of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) nor more than five (5) Unit Owners appointed by the Board. The written notice shall specify the provision(s) of the Declaration of Condominium, Articles of Incorporation, Bylaws, or these Rules, which are alleged to be violated, shall include a short and plain description of the alleged violation(s), and shall state the date, time, and place at which the committee shall conduct a hearing with respect to the alleged violation(s), which hearing shall be conducted not less than fourteen (14) days from the offending party's receipt of written notice. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral arguments on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the committee in making its determination that violation(s) have occurred. Following such hearing, the committee's decision with respect to the imposition of a fine shall be dispositive. Fines may be administered pursuant to Florida State Statute 718.303. Any homeowner or renter that does not pay their water bill on time will be subject to shut off and a reconnect fee.

2. Suspension of Rights. The Association shall have the right to suspend the use of all amenities by any owner for a period during which any assessment against his/her unit remains unpaid and are for violations of the published rules and regulations. Renters are subject to this ruling.

3. Use of the Common Elements. The Common Elements of the Condominium ("Common Elements") as defined in the Declaration of Condominium, are for the exclusive use of Unit Owners of the Condominium ("Unit Owner") and their immediate families, lessees, resident house guest, and guests

accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or a member of his immediate family, without the prior written consent of the Board.

A. Clubhouse: The Clubhouse is available for all condo owners and renters of condos at Boxwood. Association fees, waters bills, and special assessments must be paid and current. Renters of condos must be in full compliance with the association's documents and rules including having an up to date lease permit and an up to date lease contract with the owner of record on file with the association. Owners, renters, members of their families and guests are subject to the following conditions:

1. No one under the age of 18 is permitted in the clubhouse unless accompanied by a resident, parent, or homeowner.
2. The clubhouse may be reserved for private functions by residents on a first come-first served basis from 8:00 am until 11:00 pm, unless otherwise previously arranged with the Management Company or appointed Association Member. The Owner or Renter reserving the clubhouse must be in attendance throughout the entire contracted event and be fully responsible for the actions of his/her guests should they cause any loss to The Boxwood Homeowners Association or to any residents of The Boxwood.
3. Rental of the clubhouse is by contract only. There will be a \$150 deposit and a \$30 utility fee required to use the room. The deposit will be refunded if the facilities are left in a clean condition, including all trash removed. If the facility is not found in its original condition, the deposit will be forfeited, and any additional charges shall be immediately due and payable to restore the area to its original condition.
4. Rental contracts detailing the current deposit/utility fees are available upon request. Please contact the Management Company or appointed Association Member.
5. Rental of the clubhouse does not grant exclusive use of the pool.
6. No smoking in the clubhouse or within 10 feet of the exterior perimeter of the clubhouse.
7. No wet bathing suits are permitted to be worn in the clubhouse.
8. Obtain a key to the clubhouse from the Management Company or appointed Association Member.
9. Renter must inspect the clubhouse with the Management Company or appointed Association Member before and after the event for any damages.
10. Homeowner/Lessee must be in attendance at all times during the function. All gatherings must be contained within the clubhouse by 10:00 p.m.
11. Homeowner/Lessee must restrict any loud music, and guests must be controlled at all times so they will not infringe on the peace and comfort of other residents.
12. Private parties will be limited to 40 people.

B. Swimming Pool and Tennis Court Areas: The following rules apply to both the pool and tennis court area, unless specifically stated otherwise:

1. POOL HOURS: CLOSED DUSK TO DAWN. TENNIS HOURS: open 8:00am-11:00pm.
2. These areas may be closed at any time necessary due to weather conditions, maintenance, or other safety reasons.
3. Neither area may be rented for exclusive use. The tennis court is for tennis play only.
4. Proper swim attire is required. No thong bikinis, cut-offs, or street clothing may be worn in place of swimsuits.
5. Only battery-powered radios, televisions, or other audio/video devices may be used. Volume will be kept low on all devices.
6. Children under the age of 14 years of age must be accompanied by a parent or resident adult. Any child, regardless of age, who is unable to swim, must be accompanied by an adult swimmer while in the enclosed pool area.
7. Children in diapers are not permitted in the pool.
8. No glass containers are permitted. No food or beverages are permitted in the pool or within 4 feet of the pool. All food and beverage containers must be removed from the areas and placed in the trash containers.
9. Pets are not permitted in these areas.
10. No person having an infectious disease, open sore, cut, or a bandage will be allowed in the pool.
11. Bobby pins, hairpins, and curlers will not be worn in the pool.
12. Bikes, tricycles, skateboards, Frisbees, toys, water balloons, silly string, and other play equipment that is not pool or tennis court oriented will not be permitted in these areas. In addition, Styrofoam flotation devices and/or scuba gear are not permitted in the pool.
13. No foreign objects, including pool furniture, are permitted to be placed or thrown into the pool, unless specified by the Board of Directors, due to severe weather conditions
14. When there are 10 or more people in the pool, no floats, rafts, floating chairs, or other such devices will be allowed in the pool.
15. Residents will be held responsible for the behavior of their guests and will be responsible for any damages incurred by their guests. Invited guests under 18 years of age (17 and under) must be accompanied by an adult resident homeowner or adult renter.
16. Parents will be responsible for the behavior of their children and for any damage caused by their children and guests of their children.
17. Any person(s) climbing the fence is guilty of trespassing.
18. Running, yelling, abusive behavior/language, use of profanity, roughhousing, and other disorderly behavior will not be tolerated.

19. The pool is for homeowners and their guests and not for private parties and cannot be monopolized for private parties.
20. Swimmers are required to take a shower before entering the pool, particularly when using suntan oil.
21. The gates to these areas are to remain closed and/or locked at all times.
22. Stay off the rope in the pool and the net in the tennis court areas.
23. No hitting the fence with tennis balls or racquets.
24. Tennis shoes are the required shoe to be worn on the tennis court.
25. The rope in the pool must remain up at all times, and the life preservers must not be used as toys.

C. Common Areas:

1. Designated walkways and paved areas shall be used at all times, both to prevent accidents and to preserve the appearance of planted areas.
2. **Planting and Gardening:** There shall be no planting or gardening without prior approval from the Board of Directors.
3. The common areas, including the foyer, will not be used as a ball field or for group sports.
4. No bicycles, skates, skateboards, scooters, or roller blades will be permitted on the sidewalks, foyers and stairs, grass, pool area, tennis court, and/or courtyards.
5. Unit owners are reminded that alterations and repair of the common elements are the responsibility of the Association except for those matters which are stated in the Declaration to be the responsibility of a Unit Owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval required by the Declaration of Condominiums.

D. Noise. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder, or musical instrument, shall be kept at such volume level that the noise is not audible outside of the boundaries of the unit in which it originates.

E. Children. Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.

F. Pets. No owner or occupant may keep any pets other than domesticated household pets on any portion of the Condominium, and no Owner or occupant may keep more than two household pets per Unit (except for caged pets, such as birds or fish, etc). Exception to the pet rule will be subject to the Board's approval. No Owner or occupant may keep, breed, or maintain any pet for commercial purpose. Pets may not be left unattended outdoors. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval from the Board. Under no circumstances should pet food or feeding apparatus be outside the unit. Pets must be kept on a leash and under the physical control of a responsible person at all times while outdoors. No pets may be left on a balcony or patio. Any feces left upon the Common Elements, or in any

area subject to the Declaration, by pets must be removed immediately by the owner of the dog or the person responsible for the dog. Loud and/or excessive noise from pets in units is prohibited. (Refer to: Rules and Regulations, paragraph D.) No potbellied pigs, venomous or constricting snakes, Pit Bulldogs, Rottweilers, Doberman Pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety, or property of any community member may be removed by the Board without prior notice to the pet's owner. Any Owner or occupant who keeps or maintains any pet upon the Condominium property shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind of character whatever arising by reason of keeping or maintaining such pet within the Condominium. Unit Owners maintaining any pet on the Condominium Property, or whose guests, lessees, or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of any damages to persons or property resulting there from. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association

G. Obstructions. There shall be no obstruction or cluttering the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, interior or exterior stairways, patios, balconies, courts or vestibules, or other Common Elements or areas.

H. Destruction of Property. There shall be no marking, marring, damaging, destroying, or defacing any part of the Condominium Property. There shall be no drilling of holes in the exterior walls, without prior approval from the Board. Unit Owners shall be held responsible for and shall bear any expenses of such damage caused by the Unit Owner, their family, guests, lessees, and/or invitees. When a homeowner fails to make a repair to limited common areas required of him/her by condominium documents, after sufficient and proper notice has been served, the Property Management Company is authorized by the Board of Directors to make any such repairs and present the invoice to the homeowner for payment. Required repairs shall be handled in accordance with the Association Bylaws and condominium documents.

I. Damage to Common Elements. Unit Owners shall be responsible for and shall bear any expense of any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

J. Hurricane Shutters. Upon issuance of hurricane warnings, standard hurricane shutters or panels as approved by the Board may be used; provided such shutters shall be removed forthwith when the hurricane conditions have abated.

K. Patios Balconies Windows and Doors. All window and door treatments and coverings that are visible from the exterior shall have a white or cream-colored material to ensure uniformity from the exterior. Nothing shall be dropped, thrown, swept, or otherwise expelled from any window. No plants, pots, receptacles, or other decorative articles shall be kept, placed, hung, or maintained on any railing or ledge, which shall not preclude the display in a respectful way, of

one portable, removable United States flag per Unit. Building materials, trash containers, toolboxes, tires, or any other extraneous material or equipment may not be stored on patios or balconies or suspended from the ceiling. All loose or movable objects shall be removed from patios and balconies upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Patios, balconies, windows, and doors shall not be altered from the condition in which originally constructed, including, without limitation, enclosure, alteration by painting, screening, or installation of reflective materials, unless pursuant to the requirements of the Declaration of Condominium. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

Gas Rule: No propane gas or charcoal grilling is allowed on any patio or porch. Any grilling must be done at least 10 feet from the building. This is part of the State Fire Code. Violators will be fined by the Association and may be reported to the Fire Marshal for further action. Propane tanks cannot be hooked to the grill unless it is in use 10 feet from the building.

L. Satellite Dish. Satellite dishes may be placed on the balconies/patios. satellite dishes cannot be mounted to exterior surfaces of any building or railings. Please check your satellite carrier to determine satellite placement requirements for reception.

M. Unit Access. Workers, contractors, vendors, or agents shall have the right to access any unit at any reasonable hour for the purpose of identifying repairs, replacements or improvements, or to remedy any condition which would result in damage to other portions of the building. **Except in case of emergency, entry must be prearranged with the resident.**

N. Refuse. All refuse, waste, bottles, cans, newspapers, magazines, and garbage shall be deposited in the covered sanitary containers (dumpsters) provided therefore. Cigarette butts and packaging should be properly disposed of, not thrown onto the common areas. Large items, such as furniture, appliances, or construction material, shall not be placed in the dumpsters or common area. Removal of these items must be at the owners/lessee's expense and responsibility. Should you have large usable items, such as furniture or appliances to dispose of, you are encouraged to donate these items to any agency, such as Goodwill Industries (387-8999); Salvation Army (641-2122); or Veterans Administration (389-4317). For removal instructions of any large items, please contact The Boxwood's management company at 904-241-8886. It is the responsibility of the residents to dispose of their furniture, appliances, or similar items from the property.

O. Guests.

1. Unit Owners shall notify the Association by written notice in advance of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence.

2. The residents, their employees, agents, licensees and family shall obey the parking regulations for the safety, comfort and convenience of the residents.

P. Signs. No sign, included but not limited to, For Sale and/or For Rent signs, nameplate, advertisement, illumination, unsightly objects, or nuisances, shall be inscribed or exposed on or at any window, door, balcony, or patio without the express prior written consent of the Association,

which shall not preclude the display in a respectful way, of one portable, removable United States flag per unit.

Q. Parking. It is imperative for each owner/renter to park in the assigned parking space designated for their unit and to park within the lines of that space. Owners/renters may not park in an unassigned space while leaving their assigned space unused, thereby taking 2 spaces and limiting the available space for others. Owners/renters will be sent a warning letter if they break this rule. If they persist after the warning letter, their vehicle will be towed from the illegal parking space and they will be billed for the towing. (Obviously when there are multiple vehicles in a unit, one will use the assigned space and other(s) will use available unassigned space(s)

Visitors/guests **MUST** use unmarked guest parking spaces. All unmarked spots are to be used on a first come first served basis and no homeowner/renter may control or monopolize any unmarked spot. Unauthorized parking shall include:

1. Any vehicle parked in a member's marked spot without their consent.
2. Vehicles parked in front of fire hydrants, dumpsters, and/or on grass areas.
3. Vehicles parked in the common area that do not display a current license tag and/or are inoperable.
4. Any vehicle parked so as to impede ingress to or egress from vehicles in adjacent parking spaces, sidewalks, or not in a properly defined parking space.
5. Parking of boats, trailers, campers, trucks, or storage containers (e.g., Pods / U-Hauls) without the consent of the Association.

R. Vehicle Maintenance or Repairs.

1. Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property.
2. No vehicles shall be washed, polished, and/or waxed on the Condominium Property.

S. Compliance with Documents. All Unit Owners and every lessee, guest, or visitor of a Unit Owner shall comply with all the terms, conditions, covenants, restrictions, and limitations contained in the Declaration of Condominium, the Articles of Incorporation, Bylaws, and Rules and Regulations.

T. Rule Changes. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property.

U. Location of Posting Notices. All notices of Unit Owner Meetings, Board Meetings, and Committee Meetings shall be posted in the mailbox area, behind the glass of the document enclosure and on the window of the office.

V. Speed Limits. 10 MPH Speed Limit signs are posted. Violators will be subject to penalties. This includes residents and guests. The Boxwood roads are privately owned by the Association.

W. Sales and Rentals. The Board and Management Company shall not involve themselves in the resale or rental of units for Boxwood owners. Owners who rent their Units are required to notify the Board of Directors in writing prior to negotiations. A Leasing Permit must be obtained via the Property Manager. Renters will have the full use of Association facilities, as would owners as long as the owner is in good standing with the Association. Owners who rent their Units are responsible for providing renters with the following:

1. Declarations and Bylaws of the association.
2. Copy of the Current Rules and Regulations.
3. Pool/Mailbox security entry key

X. Lease Permits and condo fees. All owners who have lease permits to rent their unit must have the rental unit's condo fees paid on a timely basis. Lease permits will be automatically revoked if the condo fees are more than 60 days in arrears. Payment plans will only be considered with written application to the Board of Directors and approved by the Board. If the payment plan is not adhered to, the lease permit will be revoked. As stated in the condominium documents, no unit may be leased without a permit, a unit that is vacant for 90 days will lose their lease permit and a lease must be for at least 9 months. Any renter who is in violation of The Boxwood documents is the responsibility of the owner. If they continue to be in violation, the renter will be disqualified by a vote of the Board and the owner must replace them within 90 days or lose the lease permit.

Y. Fireworks. Fireworks are prohibited on the Boxwood property. No owner/renter shall store or deploy fireworks in their unit or in any common area. Such storing or deploying is a fire hazard as well as against the noise and nuisance sections of the Declaration of Condominium. The ban on fireworks includes but is not limited to, firecrackers, bottle rockets, roman candles, rockets, shells, mortars, etc. All violators will be fined by the association for each failure to comply as described in section 1. Enforcement.

A renter or new owner is fully liable to comply with these regulations.

The procedures to enforce these Rules and Regulations will be determined, by the Condominium Law, our Documents and our Bylaws.

If any portion of these Rules and Regulations is declared unconstitutional by any court of law, the remainder of the Rules and Regulations will remain in force.

Refuse/Dumpsters

Republic Waste is our dumpster vendor, and their scheduled pick-up dates are Monday, Wednesday, and Friday. A dumpster is located on the far end of either side of the main entrance areas. Trash should not be left or placed on patios or balconies, in foyers, by the pool, in pet poop stations, or outside your condo door or the main door of your building.

It is your responsibility to be sure all old appliances are removed from the property. There is no charge to drop off such items at the Solid Waste Department located at 2675 Commonwealth Avenue on the Westside. Their phone number is 387-8922. They take appliances, large electronics, car parts and batteries, and some hazardous waste. If you are unable to transport the items off site yourself, you may call our management company, Elim Services Inc. 904-241-8886 to arrange a pickup of your bulk items for a fee of \$25 per item. Residents leaving large bulk items outside the dumpster will be charged for each item left.

Large household items (e.g., tables, chairs, desks, cardboard boxes, etc.) must be broken down and placed inside a dumpster or taken to an off-property dump site. You can call Affordable Junk Removal 904-304-3266 for a free estimate. You are encouraged to donate large usable items to: a charity such as Goodwill Industries (904-387-8999); The Salvation Army (904)641-2122); or The Veterans Administration (904-389-4317).

It is the responsibility of residents to dispose of their furniture, appliances, or similar items from the property.

Please observe our Rules. You don't know what kind of critter you are feeding when you leave food outside.

Pets. No owner or occupant may keep any pets other than domesticated household pets on any portion of the Condominium, and no Owner or occupant may keep more than two household pets per Unit (except for caged pets, such as birds or fish, etc). Exception to the pet rule will be subject to the Board's approval. No Owner or occupant may keep, breed, or maintain any pet for commercial purpose. Pets may not be left unattended outdoors. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval from the Board.

Under no circumstances should pet food or feeding apparatus be outside the unit. Pets must be kept on a leash and under the physical control of a responsible person at all times while outdoors. No pets may be left on a balcony or patio. Any feces left upon the Common Elements, or in any area subject to the Declaration, by pets must be removed immediately by the owner of the dog or the person responsible for the dog. Loud and/or excessive noise from pets in units is prohibited. (*Refer to: Rules and Regulations, paragraph D.*) No potbellied pigs, venomous or constricting snakes, Pit Bulldogs, Rottweillers, Doberman Pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety, or property of any community member may be removed by the Board without prior notice to the pet's owner. Any Owner or occupant who keeps or maintains any pet upon the Condominium property shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind of character whatever arising by reason of keeping or maintaining such pet within the Condominium. Unit Owners maintaining any pet on the Condominium Property, or whose guests, lessees, or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of any damages to persons or property resulting there from. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association

The Boxwood at Baymeadows Condo Association, Inc.

Approved Plumbing Policy

As a matter of policy your Board of Directors is conveying the following information regarding the responsibility for maintaining and repairing the plumbing lines and pipes. The following information is based on the Declaration of Condominium and Chapter 718, Florida Statutes.

1. **Unit Owner Responsibility:** The individual Unit Owners are responsible to maintain, repair and replace the fixtures, equipment, and appliances located within the Unit at the Unit Owner's own expense. Plumbing lines and pipes that are beneath the walls are not considered fixtures, equipment, or appliances and unless the walls that the pipes are located beneath are interior walls, that are not loadbearing walls, these pipes would not be included in the items that are the responsibility of the Unit Owner to maintain, repair, or replace.

The Unit Owner is only responsible for the plumbing lines and pipes if:

- a. The pipes and lines are located within the Unit;
- b. The pipes and lines only serve that Unit Owner's Unit; and
- c. The pipes and lines are not located within a loadbearing wall.

2. **Association Responsibility:** The Association is responsible for and must maintain the following:

- a. All plumbing lines and pipes that are outside of a Unit. This means that if the pipes or lines are behind the drywall of the outer walls, or are below or within the floors or ceilings bounding the Unit, the Association is responsible.
- b. All plumbing lines and pipes that serve more than one Unit, even if the pipes or plumbing lines are located within the Unit. This may be difficult to ascertain and the plumber will have to decide if the pipes only serve that single Unit or serve other Units.
- c. All plumbing lines and pipes that are located within interior loadbearing walls located within the Unit. Loadbearing walls are required for structural support and cannot be moved. They are considered common elements.

To be clear, this does not mean that a Unit Owner may hire a plumber to perform work that may be the Association's responsibility and then send the bill to the Association for payment. The Association will make its own determination as to the source of any plumbing problem that may fall within its responsibility and then hire its own plumber to perform the necessary work.

3. **Negligence of Unit Owner:** The Association has the right to recoup money spent repairing damage to plumbing lines or pipes if the damage was caused

by the intentional or negligent acts or the neglect or carelessness of a Unit Owner, their family, tenants, or guests.

4. Procedures for Plumbing Issues: When a Unit Owner has an "everyday plumbing issue", such as a backed up sink or toilet, then the Unit Owner should first call a plumber from the Association's approved list of plumbers. All of the approved plumbers will be knowledgeable of the Association's plumbing policy. The Association approved plumber can directly obtain permission from the Association to perform repairs immediately. The Association approved plumber will be able to directly contact the Association's Property Manager in order to make the necessary repairs that may be the responsibility of the Association and will be able to assist the Association in determining whether a particular repair is within the Association's scope of responsibility. Or the unit owner can call the Property Manager, PCM, at 298-2321.

Of course, the unit owner is *free* to hire their own plumber, at the Unit Owner's expense, to investigate the problem to determine its source. Only when the plumber indicates the problem involves a common element (pipes or plumbing lines that are outside the Unit Owner's responsibility) will the Association investigate the problem and make any repairs that the Association determines to be within its responsibility.

When there is a problem that needs to be addressed immediately or further damage may occur, even when the issue is clearly the result of an act or neglect or carelessness of the Unit Owner, the Association will have the repairs made and then bill the Unit Owner for reimbursement of the cost incurred.

It would be wise for the unit owner to learn where the water shut off is for their unit, to use in case of emergency.

5. Association Approved Plumbers: To assist Unit Owners in efficiently dealing with plumbing issues that may arise, and as a short cut for Unit Owners experiencing plumbing related problems, *here is* the Association list of "Association Approved Plumbers", all of which will be knowledgeable of the Association's Plumbing Policy.

* *Rolland Reash Plumbing - 904-260-7059*

* *Lance Maxwell Plumbing - 904-458-3020*

* *David Grey Plumbing - 904-724-7022*

The Association Approved Plumber MUST first obtain permission from the Association PRIOR to performing any work that is the responsibility of the Association. In no event is a Unit Owner authorized to instruct or approve work to be performed by an Association Approved Plumber on plumbing lines or pipes that are outside of the Unit Owner's responsibility. Any Unit Owner instructing plumbing work to be performed on areas outside of the Unit Owner's responsibility may be liable to pay the cost of such work.

6. Competitive Bidding: If the estimated cost of any plumbing repairs is such that the Association is required to obtain competitive bids pursuant to Fla. Stat. §718.3026 or the Governing Documents, then the Association may instruct a plumber, including an Association Approved Plumber, to take

temporary action so that the Association can comply with bidding requirements prior to making final repairs.

7. Insurance Claims: If the plumbing repairs are caused by or related to a casualty or otherwise involve an insurance claim by the Association for the plumbing repairs, then the Association will comply with all requirements of the insurer in order to preserve the Association's insurance claim and also fulfill any obligation it may have to make repairs.

8. Disputes: In case of dispute, a written request with documentation, reasons and pictures, if possible, should be sent to the Property Manager. The Board will interpret the Plumbing Policy at the next Board meeting.

Elim Services Inc.
1941 Mayport Rd.
Atlantic Beach, FL 32233
904-241-8886
Info@elimservices.com
www.elimservices.com

The Boxwood at Baymeadows Condo Association, Inc.

Contractor and Construction Policy

As a matter of policy, your Board of Directors is conveying the following information regarding contractor work within units at The Boxwoods. The following information is based on the Declaration of Condominium and Chapter 718, Florida Statutes.

1. Unit Owner Responsibility: The individual Unit Owners are responsible to maintain, repair and replace the fixtures, equipment, and appliances located within the Unit at the Unit Owner's own expense. Per Section XIX of the Covenants and Restrictions for The Boxwood at Baymeadows Condominium Association, if the unit owner wishes to make any type of renovations or major repairs, the following must be adhered to:

Section XIX

- A. UNITS – unless the Unit Owner shall first submit plans for such work to the Board and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a unit shall be made, constructed, erected or installed which shall:
 1. Remove, in whole or in part, replace, reroute or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit or obstruct any easement herein provided for;
 2. Remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior unit or building wall;
 3. Cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painting on the side visible from the exterior with a white or cream colored material;
 4. Enclose in any fashion or install any flooring other than that which is approved by the Board on a balcony, patio, porch or terrace;
 5. Affix to or over any exterior door or window, or otherwise install on the exterior of any unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture or

appliance. Notwithstanding anything in this declaration to the contrary, the Board shall adopt hurricane shutter specifications for each building within the Condominium which shall include the color, style and other factors deemed relevant by the Board. All such specifications adopted shall comply with the applicable building code. The Board shall not refuse approval of the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set for the herein shall not be deemed a material alteration to the Common Elements for purposes of this declaration; and

6. Otherwise change, modify or alter the exterior of any unit or building so that it thereby differs in appearance from any other units or buildings of the same type.

Therefore, the Board of Directors hereby institutes the following rules for construction work being done within units in addition to Section XIX of the Covenants

1. No work that creates noise after 8:30 pm or before 8:30 am or foot traffic within the foyers during the same time period will be allowed. This includes hammering, sawing or the use of any other noise making tool.
2. All owners will submit a copy of their contractor's Florida license and certificate of insurance to management prior to work commencement, regardless of the necessity of Board approval for the work being done.
3. Owners are responsible for obtaining all building permits prior to work commencement and inspections when the work is complete. The Association has the option of requiring an independent inspection either during construction or once work is completed.
4. Owners will notify management in writing before any remodeling project with the type of work being done, estimated start and completion date, contractor being used (or notice that the owner is doing the work), contractor license and certificate of insurance.
5. Dumpsters or containers for drywall, tile and packaging and all other construction debris must have all material fully contained within the container, not above the top or sides.
6. Dumpsters that are full are to be removed within 3 days.
7. Dumpsters can be parked in their units assigned spot if narrow enough to fit, providing that the vehicles that park in the adjacent spots have enough room for access to their vehicles.
8. Dumpsters cannot be left on the property for more than 60 days without the express written consent of the Board of Directors.
9. No construction trash or debris is to be placed in the Boxwood dumpsters.

10. No trucks or equipment are to be parked on the grass or in any numbered parking spot.
11. Contractor vehicles are to be parked on the side of buildings in unmarked parking spaces unless in the act of delivering materials.
12. Foyers and the exterior of the buildings must be cleaned to original condition after remodeling is complete. Owner will be responsible for carpet cleaning or paint touch-up in the foyers within one week after construction is complete.
13. All contractors, workers and owners will extend common courtesy to their neighbors at all times.
14. A warning letter as well as an oral message will be sent by management and must be adhered to immediately. If not, a demand letter will follow the next business day.

Fines may be levied by the management with Board approval and later ratified at the next Board meeting for the above infractions, which can be up to \$100 per day up to a maximum of \$1,000.

Disputes: In case of dispute, a written request with documentation, reasons and pictures, if possible, should be sent to the Association Manager. The Board will interpret the Construction Policy at the next Board meeting.

This Instrument prepared by:
McCabe & Ronsman
110 Solana Rd., Suite 102
Ponte Vedra Beach, FL 32082

THE BOXWOOD AT BAYMEADOWS CONDOMINIUM ASSOCIATION, INC.

RESOLUTION PROHIBITING FIREWORKS ON CONDOMINIUM PROPERTY

THIS RESOLUTION is made this 8th day of May, 2021 by the Board of Directors of THE BOXWOOD AT BAYMEADOWS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit ("Association").

WHEREAS, the Association is governed by the Declaration of Condominium for the Boxwood at Baymeadows, a Condominium recorded in the Official Records of Duval County, Florida on March 12, 2003 at Book 10964, Page 1346 et seq. as subsequently amended thereafter from time to time (the "Declaration").

WHEREAS, the Declaration, Article XV(C) prohibits nuisances – providing "No Nuisance shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the possession and proper use of the Condominium Property by Residents."

WHEREAS, the Declaration, Article XV(E) provides that reasonable Rules and Regulations concerning the use of the Condominium Property may be made and amended and time to time by the Board of Directors (the "Board").

WHEREAS, the Board finds that fireworks are a violation of the Association's Rule and Regulation Section D, governing noise.

WHEREAS, the Board finds due to light pollution and noise that fireworks are both a nuisance and a fire hazard when deployed by untrained civilians in a residential setting.

WHEREAS, the Board finds that the noise emanating from deployed fireworks disturbed other residents and may startle residents as well as pets.

WHEREAS, there is no current statute prohibiting Condominium Association from adopting rules and regulations prohibiting fireworks on Condominium Property as well as during "designated holidays" as defined by Section 791.08, Florida Statutes.

NOW, IT IS RESOLVED that the Board of Directors, hereby evidences the passage of this Resolution to provide notice to all members, tenants, guests, and invitees of the following fireworks prohibition:

1. No Owner, tenant, guest, invitee, licensee, or other person(s) who resides or is temporarily staying on Condominium Property shall store and/or deploy fireworks in their Unit. No Owner, tenant, guest, invitee, licensee, or other person(s) who resides or is temporarily staying on Condominium Property shall and/or in any Common Elements and Condominium Property of The Boxwood at Baymeadows Condominium. Such storing and deploying is a fire hazard

and a violation of the Declaration of Condominium use restrictions and of the Rules and Regulations noise ordinance. This prohibition of fireworks includes, but is not limited to, firecrackers, bottle rockets, sparklers, roman candles, rockets, shells and mortars, fountains, multiple tube devices, and novelty devices including, but not limited to, airplanes, helicopters, spinners, snakes, and party poppers.

- 2. Those Owners, tenants, guests, invitees, licensees, or other persons(s) who violate this Resolution are subject to fines, suspension of use of the Common Elements, and all other enforcement remedies set forth in the Declaration, Rules and Regulations, and other governing documents.

IN WITNESS WHEREOF, the duly authorized officers of the undersigned Association have executed and attest to this Resolution this 8th day of MAY, 2021.

THE BOXWOOD AT BAYMEADOWS
CONDOMINIUM ASSOCIATION, INC.

By: Alfred Wells, President

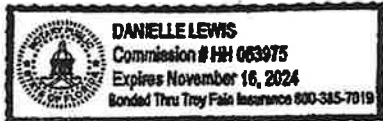
By: Saurabh Romage, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

I hereby acknowledge that on this 8th day of May, 2021 before me personally appeared the above signed, as President and Secretary of THE BOXWOOD AT BAYMEADOWS CONDOMINIUM ASSOCIATION, INC. respectively, who are [] personally known to me or [] who have produced FL DL as identification, and who acknowledged before me that they executed the foregoing instrument and that they did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 8th day of May, 2021.

Danielle Lewis
Notary Public, State of Florida
At Large



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 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 or 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

THE BOXWOOD AT BAYMEADOWS CONDOMINIUM ASSOCIATION, INC.

BOARD OF DIRECTOR MEETING: OCTOBER 25, 2022

BOARD OF DIRECTOR RESOLUTION
CONCERNING THE USE OF UNITS AS RENTAL UNITS

WHEREAS, Article XV, Section H.2., of the Declaration of Condominium for The Boxwood at Baymeadows (“Declaration”) provides that the maximum number of units to be rented at any one time is capped at twenty-five (25%) percent of the total units; and

WHEREAS, Article XV, Section H.1., of the Declaration, states that the “Board of Directors shall have the authority to establish conditions as to the duration and use of such [leasing] permits.”; and

WHEREAS, Article XV, Section H., of the Declaration, states that one of the policies promoted by the leasing restrictions contained within the Declaration is to “preserve the character of the Condominium as predominantly **owner-occupied**.” (Emphasis added.);

WHEREAS, the Board of Directors of The Boxwood at Baymeadows Condominium Association, Inc. (“Association”) desires to memorialize in writing what is not “owner-occupied” when it comes to unit occupancy and, therefore, is considered to be the leasing of a unit that counts toward the total maximum allowable rentals at one time when it comes to the owners’ family members and/or acquaintances residing in the units without the owners also permanently residing in the units;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of The Boxwood at Baymeadows Condominium Association, Inc.,

THAT any unit where a family member and/or acquaintance of that unit’s owner(s) resides in the unit without the owner(s), as named on the deed to that unit, also permanently residing in the unit is not an “owner-occupied” unit and shall not be considered an “owner-occupied” unit as intended by Article XV, Section H, of the Declaration. Any unit where a family member and/or acquaintance of that unit’s owner(s) resides in the unit, without the owner(s) also permanently residing in the unit, shall be included in the count of non-owner-occupied units and, therefore, included in the count of leased units for determining whether the maximum number of allowed units rented (twenty-five percent as of the date of this Resolution) has been reached.

ADOPTED by the affirmative vote of The Boxwood at Baymeadows Board of Directors, a majority of the five Board of Director voting interests present at the Board meeting held this 25th day of October, 2022.

{Signature page to follow.}

(Corporate Seal)

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

By: Alfred Wells
Al Wells, President

By: Laura Romage
Laura Romage, Secretary