

RULES AND REGULATIONS

THE BOXWOOD AT BAYMEADOWS CONDOMINIUM ASSOCIATION, INC.

(Effective October 2022)

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 Statue 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 (6412122); 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, pursuant to Article XV, Section H, of the Declaration. 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 governing 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. Non-Owner-Occupied Units Counted Toward Rental Limit. 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 has been reached.

Z. Required Periodic Inspection of Rental Units. All rental units within the Association shall be inspected by the Association's hired licensed and insured contractor of its choice at least once per year, and/or in between tenancies of the rented units, and/or at the sole discretion of the Board of Directors. The Association will notify the owner and/or tenant (if the unit is not vacant in between tenancies) of when the required inspection of the rental unit will occur by providing reasonable notice in writing to both the owner and/or tenant (if the unit is not vacant in between tenancies). The owner and/or tenant of the unit shall ensure that someone is available at the unit for this required inspection. If the owner and/or tenant is not available for the originally scheduled

date and time of the planned inspection of the unit, then the owner and/or tenant shall immediately contact the Association's management to reschedule the inspection of the rental unit for a mutually agreeable date and time. If the owner and/or tenant refuses to make himself / herself available for the inspection and fails to let the Association's contractor in the unit, then the Association may hire a locksmith for gaining entry into the unit for the inspection and the cost of that locksmith service shall be charged to that owner as an assessment. Any damage or other issues identified within the unit by the inspection as needing attention shall be timely addressed and corrected by the owner(s). The Association, as an entity responsible for ensuring the safety, soundness, and proper maintenance of the condominium property, has the right and authority under the Condominium Act and its Declaration to require that the owner(s) maintain, repair, and/or replace any portion of the unit that is the owner's responsibility, and which is identified by the inspection as being an issue that needs to be addressed. If an owner fails to timely make the required maintenance, repair and/or replacement as identified by the inspection and demanded by the Association, and, as a result, damage is caused to the common elements or to another unit, then that owner who failed to make the required maintenance, repair and/or replacement shall be liable to the Association and any other owner(s) for the resulting damage.

AA. 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.