

WINDWOOD HOMEOWNERS ASSOCIATION

"BOCA'S BEST KEPT SECRET"

RULES & REGULATIONS

WINDWOOD HOMEOWNERS ASSOCIATION
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PURPOSE AND SCOPE

The Rules and Regulations are designed to follow common sense necessities created when a large number of people live relatively close together. Please follow the rules. If the rules are not followed, then the development's aesthetic environment will rapidly deteriorate, depreciating all owners' properties.

You are urged to read the Declaration of Covenants and restrictions for Windwood, the association's By-Laws, Rules, and Regulations, and the Articles of Incorporation; a copy of which is on the windwoodboca.com website. Condominium unit owners should review their condominium association's restrictions. Your cooperation is appreciated by your neighbors.

The definitions contained in the Declaration are incorporated in these rules. The owners, their lessees and guests are required to comply with all provisions in the Declarations of Covenants and Restrictions, the Association's Articles of Incorporation and By-Laws. All association approvals are issued by the Board of Directors unless the recorded documents require otherwise.

Because these rules may change from time to time, please be certain to obtain updates from the association.

RESIDENCE USE AND OCCUPANCY

Windwood homes and units are for use as a single-family residences only.

1. Auction sales, garage sales and other similar activities are prohibited.
2. All residents shall comply with sale, lease and lease renewal screening procedures before the sale or leasing occurs. Each adult 18 years of age or older must complete and submit an application for Lease/Purchase approval (this process may take 5-30 days) and attend the mandatory screening orientation before occupancy. All tenants must provide a \$200.00-dollar common element deposit with the Windwood Homeowners Association. No unauthorized occupants, whether roommates or otherwise are permitted. Subleasing and "Air B&B" is prohibited.
3. All lease renewals must be submitted to the Association, including a per individual lease renewal processing fee, for approval.
4. No unit shall be occupied by more than three unrelated parties.
5. No lease may be made for less than a two (2) month period. No unit may be leased more than six times during a twelve (12) month period.
6. No guest may stay more than 30 days within a calendar year. A guest staying longer must be screened and approved to remain in the community.
7. All tenants must schedule an inspection with the Windwood Homeowners Association Management Office upon move-out. At the conclusion of the inspection, if satisfactory, the common area deposit will be refunded.

GENERAL RULES AND COMMON AREAS

By respecting your neighbors, your neighbors will respect you.

1. To ensure harmony in the community, nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other unit owner. Quiet Time here at Windwood is between the hours of 10PM and 8AM. This is also a City of Boca Raton ordinance.
2. The sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all of the limited common property shall not be obstructed or used for any other purpose other than entering and exiting the premises.
3. Common property and public areas shall not be used for storage of any kind, including carriages, cycles, wagons, chairs, benches, flowerpots and tables.
4. There shall be no loitering in the halls, stairways, or common areas.
5. Unruly or exceptionally loud noisy play on or about the common property is prohibited. Owners and residents are responsible for the actions of their children, guests, and lessees.
6. Bicycles shall not be fastened to trees or rails or left unattended on any portion of the common property. Bicycles shall be stored only inside a dwelling unit or screened patio and may not be left on unscreened patios.
7. For Villa owners, when in use, grills must be at least 30 feet from the building to comply with the fire codes and placed so that the smoke will not disturb neighbors. Grills must be covered when not in use. ***In accordance with Florida State Law, grills are prohibited for use or storage in any Condo Unit at any time.*** Electric grills are permissible.
8. Do not feed or disturb the wildlife around Windwood.
9. The use of drones is not permitted in the Windwood Community, per Federal Law; Windwood is within the restricted drone area of an airport.
10. In-ground fire pits are prohibited. Above ground fire pits are prohibited on common areas.

SATELLITE DISH INSTALLATION RULES

These rules apply to the installation of satellite dishes on Windwood HOA Property only. Satellite dishes are prohibited on the exterior of the Condos.

1. The diameter of the dish shall not exceed 1 meter (39.3 inches) in diameter.
2. The dish shall be mounted as close to the lower eaves of the building, as is consistent with the rest of the rules.
3. The dish shall be bolted to the concrete or cement block outer wall (stucco over mesh or plywood is not acceptable, as wood is also not acceptable.)
4. The same style bolts and inserts that are required for Hurricane panels shall be used.
5. The bolts shall be made of stainless steel and the anchors made of lead.
6. The lead in wire for the antenna shall be bolted to the exterior using stainless steel brackets and bolts at intervals of no more than two (2) feet.
7. The hole where the antenna wires enter the building shall be sealed to prevent bugs, weather, and other intrusions into the building.
8. The antenna shall not be installed on a rental unit, unless a signed letter from the owner allowing installation is on file with the office.
9. The antenna and all brackets, wires, and other appurtenances pertaining thereto, shall be removed before the unit is sold. Failure to comply shall result in the Association removing some at the expense of the owner.
10. All damage from the removal of the unit shall be repaired, including patching, painting, and any other work that may be deemed necessary. The area must be restored to its original condition.
11. The satellite dish (but not the silver or plastic receiver facing the dish), wire, brackets, and any other parts pertaining to the installation shall be painted to match the building.
12. The application for satellite dish installation shall be inspected by the Windwood Homeowners Association ARC committee, to see that all rules in force at that time have been adhered to. If they have not been complied with, the owner shall be notified in writing and given a period of two weeks to bring it into compliance from the date of notification. Failure to comply with the rules shall result in the removal of the antenna and repair of the building by the Association at the homeowners' expense.
13. Approval must be obtained from the Association before proceeding, and the work must be inspected by the Association after installation is complete.
14. Compliance with the above rules does not in any way interfere with the ability of Windwood Homeowners Association to amend, change, delete, and/or add rules at their discretion, and require compliance to same.

LANDSCAPING

Proper and coordinated landscaping will help promote and maintain the community's natural beauty as well as conserve the association's water supply and keep maintenance costs at a minimum.

1. Owners are responsible for the maintenance and care of all trees and bushes inside their courtyard, including removal of any dead trees and bushes.
No living tree or shrub, on Common Property, shall be cut down, pruned, removed, or otherwise destroyed without HOA permission. Maintenance, replacement, removal, and design of all common area landscaping are administered solely by the association. No owner shall interfere with the association's landscaping efforts. Landscaping suggestions should be submitted in writing to the association.
2. No fruit trees or invasive species trees shall be planted either in the common area or owner's property.
3. For your protection, trees shall not be climbed.
4. For your safety, please be aware of and do not disturb sprinkler heads, valves, electric outlets, hoses, and similar items scattered throughout the community.

TRASH

1. No littering. All trash must be disposed of in the trash receptacles.
2. All garbage and trash must be securely tied in plastic bags.
3. Residents of villas in Ashwood, Buttonwood, Cottonwood, Driftwood, and Eastwood areas shall dispose of their trash in trash containers. Trash containers shall be stored out of sight and placed at the curb no earlier than dusk the night before pickup and shall be stored the same day as pickup.
4. Residents of condominiums and the villas in Hardwood, Inglewood, and Kingswood areas shall dispose of their trash in the dumpsters provided. Please close the dumpster lids to keep out pests.
5. Moving boxes must be flattened and placed in dumpsters. However, residents of villas in Ashwood, Buttonwood, Cottonwood, Driftwood, and Eastwood should place flattened boxes out for trash pickup on bulk pickup days.
6. Owners and residents are responsible for making arrangements for the proper disposal of bulk items, such as: appliances, furniture, carpets, etc. Residents may also call the HOA office and pay a fee to have the item picked up from their residence. These items shall not be placed in or around dumpsters, or elsewhere in the development. Outside contractors must dispose of their own debris; they are prohibited from utilizing common area dumpsters.

DWELLING UNITS, BALCONIES AND PATIOS

Owners and residents shall keep their dwelling units in a good state of preservation and cleanliness.

1. Owners shall not cause or permit any dirt or other substance to be swept or thrown from the dwelling unit, vestibules, doors, or windows.
2. Areas visible from a dwelling unit's exterior such as balconies and patios must be kept neat and clean. This includes trim areas. Screening must not be missing or torn. All mold and mildew must be cleaned.
3. The exterior of the dwelling units, patios, and all other areas connected to the dwelling unit, and any existing structure in the community shall not be painted, decorated, modified, extended, or added to in any manner without prior written consent from the association.
4. Balconies and patios shall not be used for storage.
5. Awnings, window guards, light-reflective materials, hurricane or storm shutters, ventilators, and window affixed fans or window air conditioning devices are prohibited, except those having been approved in writing by the association.
6. All blackout shades, draperies, window shades or other window treatments visible from the outside of the dwelling unit must have white or shades of tan linings. Screened in patios must have white or brown covering visible from the outside.
7. All suggestions concerning the exterior of the dwelling unit shall be submitted in writing to the association.
8. Window glass must be repaired or replaced to the original standard, including grid pattern.

HURRICANE PREPAREDNESS

1. During the hurricane season owners of dwelling units that are not occupied must prepare their units by removing all furniture, potted plants, hanging objects, hoses, and other movable objects from their patio, terrace, and/or balcony. When a hurricane watch is announced, owners and residents must secure their units from the hurricane. Owners and residents must secure all movable objects from patios and terraces. Close all hurricane shutters and make all reasonable efforts to secure their property.
2. The only time Hurricane Shutters may be closed is when an official watch/warning is issued by the "National Hurricane Center" and reopened when the watch/warning is lifted by the "National Hurricane Center". Residents will be given an additional 48 hours to comply with reopening or removing all forms of hurricane protection.

- a) When a unit owner wants to close the shutters in their unit for an extended period of time, they need to notify the office in writing of the duration of the shutter closure, also to include emergency contact information.
3. Before hurricane season begins, absentee owners shall designate a responsible firm or individual to care for their dwelling unit in case the dwelling unit suffers hurricane damage. The designated firm or individual shall contact the association for clearance to install or remove hurricane shutters.
4. Owners or residents must provide to the association the name, address, email, and telephone number of an individual to be contacted in case of emergency or damage to their dwelling unit.
5. Any damage to a dwelling unit as a result of the owner's or resident's hurricane preparedness, or lack thereof, shall be repaired by the owner. The association may repair any damage to a dwelling unit caused by hurricane preparedness where the owner fails to undertake the repair. The cost of the association's repair work shall be assessed to the owner of the dwelling unit repaired.

LAKE

PLEASE KEEP OUR LAKE, THE FOCAL POINT OF THE COMMUNITY, CLEAN AND BEAUTIFUL

1. Use of the lake and bulkhead is only for residents and their authorized guests. Lake and bulkhead use is at the owner's own risk.
2. Boating on the lake is limited to rowboats, paddle boards, kayaks, canoes, and sailboats. No gas or electric motor-powered boats, watercraft or toys shall be permitted on the lake except during association and governmental maintenance.
3. No one shall be permitted to install docks/structures or keep boats on the lake.
4. Casting nets are not permitted. Due to water quality, fishing is catch and release only.
5. **SWIMMING IS NOT PERMITTED IN THE LAKE.**
6. Because of the narrowness of the bulkhead, cycles, skateboards, in-line skates, or other wheeled items are prohibited on the bulkhead.
7. Children under 12 years old must be accompanied by an adult and continually supervised.
8. No one is permitted on the island/sand bar.

HAMMOCK

1. Use of the hammock is restricted to the nature walk. Play in or about the hammock is forbidden.
2. Hammock users shall always remain on the trail or asphalt walkway.
3. Lighting or building of fires (including smoking) is prohibited. No fireworks are permitted.
4. There shall be no construction of any object, including tree houses and tree forts.
5. Removal of foliage and planting of any plants, bushes, or trees are prohibited.
6. Signs, writing, and graffiti are prohibited.
7. Do not leave food or trash in the hammock.

RECREATION AREAS

The recreational areas are for the use and enjoyment of Windwood residents and their authorized guests. Recreation areas include those areas in and around the recreation buildings (clubhouses), the swimming pools, tennis, basketball and racquetball courts.

1. GENERAL

- a. A recreation area may only be used for its specific intended purpose. For example, tennis courts shall only be used for tennis.
- b. Users must leave the recreation area in a clean and orderly condition after use. Owners shall be responsible for any damage to the recreation area caused by themselves, their lessees or guests and shall be charged for the repair.
- c. So as not to disturb other residents, radios, CD players, musical instruments, or tape players must be used with earphones when in recreation areas.
- d. Running, pushing, wrestling, bicycling, skateboarding, rollerblading, ball playing, or causing undue disturbance in or about the recreation areas shall not be permitted.
- e. Except for baby carriages and wheelchairs, no wheeled items shall be allowed within a recreation area. Bicycle racks are provided outside each pool enclosure.
- f. **PETS ARE NOT ALLOWED WITHIN THE RECREATION AREAS.**

2. RECREATIONAL BUILDINGS/CLUBHOUSES

- a. The clubhouses shall be available for reservation by residents on a rental basis only. Clubhouse rental does not include use of the pool area.
- b. Arrangements for the use of the recreational buildings shall be made through the association's office (561-338-0404). Clubhouse Rental Applications must be approved by the association in writing.
- c. The owners shall be responsible for any and all damages caused by their guests, tenants, or tenant's guests. Security Deposit is required, which is refundable, as long as the Clubhouse is left in the same condition it was received in.
- d. Guests must be out by 11:00 p.m., cleanup by 11:30 p.m.
- e. For New Year's Eve, guests must be out by 1:30 a.m., cleanup by 2:00 a.m. Additional rental fee will apply.

3. TENNIS, BASKETBALL AND RACQUETBALL COURTS

- a. Clubhouse II courts are open from dawn to dusk. Clubhouse I tennis court is open from 8:00 a.m. to dusk.
- b. No glassware or glass containers permitted on tennis, basketball, or racquetball courts.
- c. Owners shall be responsible for any and all damages caused by their guests, tenants, or tenant's guests.
- d. All recreation courts are on a first come first serve basis.
- e. Pets are not permitted on courts.

SWIMMING POOLS

1. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.

- 2. The hours of operation for both pools are dawn to dusk (½ hour before sunrise and ½ hour after sunset) as per the Palm Beach Health Department Per 64E-9.008(7). Times are subject to Security Personnel availability.
- 3. Because of the danger involved, the pool and pool deck may not be used during periods of lightning.
- 4. Children under 12 years of age must be continually supervised by an adult 18 years of age or older.
- 5. All persons using the pool must first shower before entering the pool. Furniture must be covered with a towel.
- 6. Individuals not toilet trained or who are incontinent must wear a clean disposable diaper covered by swimwear while in the pool.

7. Pool furniture shall not be removed from the pool area. There shall be no "reserving" of lounge chairs at the pool.
8. Food must be kept at least three (3) feet away from the pool.
9. Glassware or glass containers are not allowed in the pool area.
10. Smoking is prohibited within the fenced in area of the pool.
11. Pets are prohibited within the fenced in area of the pool.

PETS

To ensure that pets continue to be permitted at Windwood, please be considerate of your neighbors.

1. No more than two (2) pets may be kept per residence, except for fish. Only cats, dogs, birds, and fish may be kept as pets. Pets may not weigh more than 40 lbs. full grown.
2. All dogs and cats must be registered and approved by the Association, and the pet's owner must provide the association with a photograph of the pet.
3. All pets must be always leashed or carried when on common property. Keep pets away from swans.
4. Pet waste shall be properly disposed of by the pet's owner. The association provides and maintains "Waste Disposal Bins" (pet stops) to be used by residents for the disposal of pet waste.
5. Pets may not be left unattended outdoors or in screened patios.
6. Pets running loose will be subject to removal from the community and reported to the city animal control division.
7. Pit Bull dogs are not permitted. The term "pit bulldog" shall refer to any dog which exhibits those distinguishing characteristics which:
 - a. Substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers.
 - b. Substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers. Technical deficiencies in a dog's conformance to the standards above shall not be construed to indicate that the subject dog is not a "Pit Bull Dog."
8. If a pet or its owner violates a pet regulation, then the association may order the owner to remove the pet from the Windwood Community.

PARKING AND VEHICLES

With parking spaces at a premium, please assist the community's efforts to ensure that there are available spaces for all residents.

1. PARKING

- a. All residents must park in their assigned or designated paved space or must park in any paved guest parking space. There shall be no parking in any unpaved area, along the curbs designated **NO PARKING**, dumpster curbs, on the street, next to fire hydrants, or the vehicle will be subject to booting or towing.
- b. No resident shall park in other residents assigned or designated space without their permission.
- c. There is only one assigned and limited guest parking in the condominium associations. Condominium residents are limited to three (3) vehicles per unit. Residents of the condominiums and open parking villas in Hardwood, Inglewood, and Kingswood are limited to parking up to three (3) vehicles per unit at any time.
- d. Each owner is required to keep their parking space free of any rust, oil, or other automobile fluids and is responsible for cleaning any guest spaces fouled by persons visiting or residing in their unit.
- e. Commercial vehicles shall only be permitted to park on Windwood property during business (daily 8am to 6pm) and in an emergency or will be subject to booting. All other vehicles with commercial signage shall be prohibited from entering the community after 6pm. No overnight parking for service/commercial signage vehicles.
- f. Only vehicles with handicapped permits may park in the handicapped parking spaces or subject to booting and police citation.
- g. Moving vans may park overnight for one night only at the clubhouse 2 parking lot if the clubhouse is not rented for the evening, and then only with the association's prior written approval.

2. VEHICLES

- a. Resident's vehicles must display a current motor vehicle license tag. All vehicles must have a Windwood bar code decal and/or a guest pass visible on the vehicle dashboard at all times or be subject to booting. Decals will be applied by association staff only and can be purchased at the association office. Portable bar codes are not permitted.
- b. Owners and Tenants (residents only) must purchase a bar code decal within ten (10) days of commencement of residency at Windwood.
- c. All vehicles shall be in operational condition. There shall be no assembling or disassembling of motor vehicles within the development, except for the changing of a tire or a battery, or washing of vehicle.
- d. All vehicle exteriors must be well maintained, with no excessive rust or offensive markings.

- e. **Only four wheeled passenger automobiles and approved pickup trucks and vans may be parked outside of a garage.** No other trucks, house trailers, motor homes, camping trailers, go-carts or other vehicles, whether of a recreational nature or otherwise, shall be parked outside of a garage.
- f. In Ashwood, Buttonwood, Cottonwood, Driftwood, and Eastwood areas, previously authorized resident motorcycles and scooters must be parked inside garages.
- g. The association will allow residents and guests to possess and operate motorcycles in the community within the limitations of existing rules for other motor vehicles. The motion includes the stipulations that residents must park their registered motorcycle or scooter in their assigned parking spot only, and that a bar code must be affixed to the resident's motorcycle. No portable bar codes are permitted. A motorcycle or scooter may park in front of a car in your assigned space perpendicular to the car but may not be parked parallel to the car.
- h. No commercial vehicles or vehicles with signage shall be parked outside of a garage.
- i. Pickup trucks and vans are defined as noncommercial trucks weighing no more than 6,000 pounds or having a ground bumper height limit of no more than 26".
- j. No vehicle may exceed 26 feet in length.
- k. No vehicle may have a defective muffler or a baffler.
- l. Storage of vehicles must first be approved by the association.
- m. All drivers must have a valid driver's license.
- n. Street-legal golf carts (licensed low-speed vehicles) may be operated on the streets of the community, subject to all regulations that govern the operation of other licensed vehicles. Only the Association may operate ordinary golf carts in the community.

3. VEHICLE WASHING

Because condominium owners share equally in the expense of water, condominium residents must wash their vehicles in the area provided for all at clubhouse II. This washing area is also available for the residents of villas.

4. COMMERCIAL VEHICLES /DELIVERIES

Authorized vehicles are vehicles for personal use only. An automobile, pick-up truck or van with windows and seats.

- a. No signage
- b. No racks of any type (ladder, mirror, etc.). Clean toolbox in pick-up bed is acceptable.
- c. No equipment may be visible (painting equipment, pressure cleaners, pool cleaning equipment, etc.).

Hours of entry for commercial vehicles are 8 a.m. to 6 p.m. Monday through Sunday or subject to booting.

Please arrange for deliveries between these hours only.

- d. No deliveries will be allowed after 6 p.m. daily, except couriers (UPS, FedEx, etc.)
- e. No contractor may use pneumatic or loud tools on Sundays or holidays.
- f. Moving vans brought in before 6 p.m. can stay on the property while in use. If it exits, it cannot return except for above hours.
- g. Rental vans must be parked at clubhouse II (with permission from the Association), provided there are no parties scheduled. Villas with driveways may park an unmarked rental van in their own driveway. All rental vehicles must display the guest pass on the dashboard. Passes are only issued at the front gate.

TRAFFIC REGULATIONS

All Windwood owners, residents, and guests must obey all traffic signs and regulations. Unless otherwise posted, the maximum speed limit for all traffic is 25 mph.

8. TOWING & BOOTING

The association shall have the right to authorize the towing or booting of any vehicle in violation of any parking, vehicle restriction, or rule, with the costs to be the owner responsibility, vehicle owner, and/or violator.

WARNING:

The below vehicles will receive one (1) warning prior to further action.

- 1. Vehicles with flat tire.
- 2. Vehicles with expired tag 30 days or less.
- 3. Expired Guest Pass up to one (1) day.

BOOTING:

The following violations will result in booting.

- 1. Vehicles with expired guest pass 2 days or more.
- 2. Vehicles with expired registration decals (31 days or longer)
- 3. Vehicles without guest pass displayed on dashboard.
- 4. Vehicles that have already received written warning for the same violation.

TOW:

1. Vehicles parked in handi-cap designated parking spot with no permit or decal displayed.
2. Vehicles parked in a parking spot designated for another unit/ resident's use.
3. Parked blocking dumpster.
4. Parked on the grass.
5. Parked in the roadway.
6. Vehicle being stored on property (regardless of Bar Code decal).
7. Vehicle blocking fire hydrant.
8. Commercial Vehicle on property during non-business hours.
9. Vehicles leaking fluids.
10. Vehicles in non-operational condition.
11. Vehicles not conforming to Windwood community exterior vehicle conditions. (Vehicles 2.d.)
11. Any vehicle that has been previously booted for same violation.

ASSOCIATION EMPLOYEES

Association employees have a full work schedule, and their time must be used to the association's advantage.

1. No owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees or vendors of the association.
2. No owner or resident shall request or cause any employee of the association to perform any private business for the owner or resident during normal business hours.

COMPLIANCE AND ENFORCEMENT

1. All owners, tenants, and guests are required to comply with all use restrictions, rules, and regulations of the association, and rights and obligations created by the Declaration of Covenants and Restrictions and its Exhibits.
2. Violations of these rules and regulations may subject the violator to all remedies available to the association pursuant to the terms of the Declaration of Covenants and Restrictions, Articles of Incorporation, and By-Laws of Windwood Homeowners Association and Florida Law, **including termination of your lease.**

IMPORTANT NUMBERS

Emergency/Fire/Police	911
Police (non-emergency)	561-338-1334
Windwood Guest/Visitor Voicemail	561-368-1638
Windwood Security Gatehouse	561-368-8659
Windwood office (CH2)	561-338-0404
Windwood office fax	561-338-0422
FPL – to report outage	1-800-4-OUTAGE
FPL – customer service	561-994-8227
Boca Raton Water Dept. – Repairs	561-393-7750
(Villa Only) - Customer Service	561-338-7339
Garbage Recycling	561-416-3367
Comcast Cable	1-800-comcast

The Association provides residents with TV basic cable service. The resident is responsible for contacting and scheduling Comcast with all issues pertaining to signals, lines, hardware, wires, equipment, etc..

Post Office 561-998-7781 or 561-241-6186

For mailbox key replacements, visit the post office on 2800 Military Trail.

Condo Property Management Companies

(will change as needed)

Boutique Property Management

For all condo buildings except Florida Skyline & Quality Bldgs.

Property Manager, John – 561-330-9933 boutiquepropmgt@gmail.com

Florida Skyline Management

Norwood 320-330 Condo Buildings

Property Manager, James - 954-806-6393 info@floridaskylinemanagement.com

Quality Management Group

Palmwood 2800 & 2850 Condo Buildings

Property Manager, AJ Willocks – 561-477-2621 awillocks@qmggroup.us

Residents who have questions, comments or concerns regarding their condominium building or account, must call their Condo Property Management Company.

resident. The voicemail system will ask you for the 7-digit telephone number listed in the system and your security code (pin code). You may then leave the name of your guest and when you are expecting them to arrive.

HOA PAYMENT INFORMATION

A. Owners, who have questions about their Windwood HOA account, may call Padron, Montoro & Hartley at 305-232-4400. To access their account online, go to www.pmhcpas.com enter your unit website log in information.

- Owners must send all HOA payments to the bank lockbox at:

Windwood HOA
C/O Truist
P.O. Box 628207
Orlando, FL 328962-8207

- Enter your bill pay # for your unit in the memo area of the check (if you own more than two units, please send payments separately. If you are a condo owner, send HOA and condo payments separately).

RESPONSIBILITY

If you live in a condominium, the owner is responsible for all maintenance and repairs inside the unit.

The condominium management company is responsible for repairing and maintaining the building common pipes (leaks), drywall from the leak repairs, stairways, alarm and sprinkler system and maintenance of the building (power washing, painting, cement restoration, roof, etc..)

If you live in a villa, the owner is responsible for maintenance and repairs inside the unit. The HOA will contract out projects, such as: re-roofing, power washing, painting and other large items and special assess the unit owner for the cost.

Owners are required to have one official mailing address on file with the office for correspondence.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WINDWOOD HOMEOWNERS ASSOCIATION, INC.**

A meeting of the Board of Directors of Windwood Homeowners Association, Inc. (the "ASSOCIATION"), was held on June 20th, 2024, at 7:00PM, at Windwood Homeowners Association, Inc. Clubhouse I, after duly noticing said meeting in accordance with the By-laws and Florida law, at which a quorum of the Board of Directors was present, and at which time upon motion duly made, seconded and unanimously carried/carried by majority vote, the following resolution was adopted:

WHEREAS, the ASSOCIATION is a Florida not for profit corporation created and is responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs.

WHEREAS, pursuant to its Articles of Incorporation, Bylaws and Florida law, the Board of Directors of the ASSOCIATION is authorized to adopt rules and regulations governing the use and enjoyment of the Common Areas.

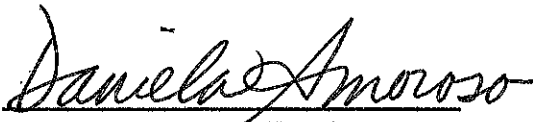
WHEREAS, the Board of Directors of the ASSOCIATION has determined that in order to discharge its duties to the Association and its members, including, but not limited to, the efficient and effective operation of the affairs of the Association, it is in the best interest of the ASSOCIATION to adopt a civility policy and non-harassment policy to prohibit certain behavior which the Board of Directors of the ASSOCIATION has determined constitutes a nuisance, interferes with the operation, administration and obligations of the ASSOCIATION, and which behavior is otherwise not in the best interest of the Windwood Community.

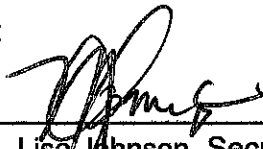
NOW THEREFORE, BE IT RESOLVED that the Board of Directors adopts the attached addition to the Rules and Regulations of the ASSOCIATION regarding the conduct of its members, as well as Owners' tenants, occupants, invitees, licensees, guests, contractors and subcontractors toward members of the Board of Directors, the Association's professional management company, including any on-site management personnel and staff (collectively "Manager"), and ASSOCIATION Contractors, Sub-Contractors and Vendors (hereafter the "**Civility and Harassment Policy**"). A true and correct copy of the Civility Policy, as approved by the Board is attached to this Resolution as **Exhibit "A"**.

BE IT FURTHER RESOLVED that this Resolution and the attached Civility and Harassment Policy shall be recorded in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, this Resolution was hereby duly executed by the President of the ASSOCIATION and witnessed by its Secretary this 20th day of June, 2024 to certify the foregoing action taken by the Board of Directors.

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

By: 
Daniela Amoroso, President

Attest:
By: 
Lisa Johnson, Secretary

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**AMENDMENT TO THE RULES AND REGULATIONS
OF
WINDWOOD HOMEOWNERS' ASSOCIATION, INC.**

The Rules and Regulations of the ASSOCIATION are hereby amended to include the following:

1. Rule prohibiting harassment or interference.

The ASSOCIATION recognizes that members of the Board are volunteers, and wishes to encourage board members of the Association to serve as members of the Board in accordance with the ASSOCIATION Bylaws. Therefore, the ASSOCIATION desires to protect the members of the Board, as well as the Manager and staff from verbal, written or physical harassment or interference (collectively hereafter referred to as "harass", "harassment" or "harassing conduct") by its members, or the members' tenants, occupants, invitees, licensees, guests, and contractors or subcontractors. In addition, the ASSOCIATION recognizes that it has an obligation to prevent any person from harassing any director or the Manager. Accordingly, it is hereby made a violation of these Rules and Regulations for any officer or director of the ASSOCIATION or a member of the Association, or a Member's tenants, other occupants, invitees, licensees, guests, or the contractors or subcontractors of the Association (hereafter collectively referred to as "Person") to directly or indirectly engage in any of the following conduct:

- (a) Harass or otherwise interfere with any Officer or Director of the ASSOCIATION while acting in his or her capacity on behalf of the ASSOCIATION, or to take any action to communicate at an unreasonable hour, to harass whether verbally, in writing, physically, or to otherwise threaten or interfere with the right of quiet enjoyment of any Officer or Director of the ASSOCIATION because of any action taken by that Officer or Director on any issue pending or expected to be pending before the ASSOCIATION.
- (b) Harass or otherwise interfere with the duties and responsibilities of the ASSOCIATION's Manager, and other staff members, including but not limited to, the on-site manager. All Persons shall at all times conduct themselves in a courteous and dignified manner towards the Manager and shall not take any action to harass, whether verbally, in writing, physically, or to otherwise threaten or interfere with, the tasks and duties of the Manager.
- (c) Publish a false, defamatory, libelous, or slanderous statement regarding: (i) any member of the ASSOCIATION's Board of Directors; (ii) the Board of Directors; (iii) the ASSOCIATION Manager; or (iv) the ASSOCIATION, (collectively hereafter referred to as a "Protected Party" or "Protected Parties"), regardless of what means the Person uses to publish such statement(s), including the internet. It shall further be a violation of these Rules and Regulations for any Person to state or imply any Protected Party has engaged in inappropriate conduct, misconduct, breached a duty owed to the ASSOCIATION, or engaged in illegal activity, while acting in the course and scope of their duties for the ASSOCIATION, or furthering the legitimate business of the ASSOCIATION unless such statement or implication is true.

- (d) Create a hostile work environment for any Protected Party. For purposes of this paragraph, the ASSOCIATION relies upon The U.S. Equal Employment Opportunity Commission's ("EEOC") definition of hostile work environment. The EEOC states "harassment" that can create a hostile work environment (which can be created by "non-employees") is "unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive."
- (e) Disclose any of the ASSOCIATION's official records or information contained in such records on the internet, or to any third persons by any other means, unless said disclosure is to that Person's spouse, another Owner of the ASSOCIATION who has the lawful right to said records, or to that Person's legal or accounting professionals, or as may otherwise be required by law.
- (f) In the event any Person has a complaint concerning any member of the Board of Directors of the ASSOCIATION, it must be directed to the Manager in writing on a form prescribed by the ASSOCIATION. In the event any resident of the Association has a complaint concerning Manager, it must be directed to the President of the Association, or the Vice President in the President's absence, in writing on a form prescribed by the ASSOCIATION. The Board of Directors shall then review the complaint, at which time a member of the Board or Manager shall be designated to investigate the complaint to recommend to the Board what action, if any, to take.

2. Rule prohibiting interference and/or Contact with Association Vendors or Contractors.

No Person may contact any contractor, subcontractor, or vendor (hereafter collectively "Contractor") of the ASSOCIATION without the express written consent of the ASSOCIATION. The Manager, the President of the ASSOCIATION, and in the absence of the President, the Vice President of the ASSOCIATION are the authorized contact representatives between the ASSOCIATION and a Contractor of the ASSOCIATION. The ASSOCIATION shall cause a list of approved contacts to be sent to each Contractor of the ASSOCIATION to prevent conflicting messages, the ordering of unapproved work and/or services, or any such other potential interference with any Contractor of the ASSOCIATION. No Person may communicate with any Contractor of the ASSOCIATION in any manner while the Contractor is on ASSOCIATION property to perform any of their obligations to the ASSOCIATION. No Owner shall direct any Contractor of the Association to perform additional services for Owner while the Contractor is on the Owner's property to perform services for the Association unless Owner agrees to pay for those additional services. If any Contractor must enter a Person's home to perform work on behalf of the ASSOCIATION, that Contractor will be accompanied by a member of the ASSOCIATION or Manager, as determined by the ASSOCIATION in its sound business judgment. Nothing herein shall prevent a Person from contacting a Contractor if the communication is solely related to work contracted by the Person and to be paid by the Person as a separate service and/or charge. In the event any Person has a comment or a complaint

concerning any Contractor, they are directed to contact the ASSOCIATION's Manager or the President of the ASSOCIATION. In the event any Owner has a complaint regarding any Contractor of the ASSOCIATION, the complaint should be directed to the Manager in writing on a form prescribed by the ASSOCIATION. Said Complaint shall then be reviewed by the Manager and President of the Association, which may then be brought to the Board of Directors in the President's discretion at its next scheduled meeting for a determination whether any action is warranted, as determined by the Board.

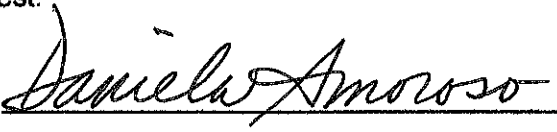
3. Enforcement.

Any violation of these Rules and Regulations will be deemed a violation of the ASSOCIATION's Rules and Regulations and enforced pursuant to Florida law and the ASSOCIATION's governing documents. The President of the Association, or the Vice President in the absence of the President, shall determine in his or her sound business judgment whether any Person has committed a violation of these Rules and Regulations. Should any Person commit a violation of these Rules and Regulations, then the responsible Member will be notified in writing of the violation. If the violator is different from the responsible Member, the violator will also be notified in writing of the violation and be requested to refrain from violating this Policy in the future. Should a Person commit or be in violation of this Policy again within a period of 6 months from the previously documented violation a fine of \$100.00 per violation shall be deemed to be automatically levied against the Member responsible for the violation(s) upon notice to the violator or the Owner (if different from the violator) of the home the violator occupied or was visiting at the time said violation was committed without the need for the Board to hold a Board Meeting to levy said fine. The ASSOCIATION Board deems \$100.00 per violation of these Rules and Regulations to be reasonable. The Member responsible for the violation of these Rules and Regulations and the violator (if different from the Member) will then receive notice and an opportunity to be heard before the Association's Fining Committee in accordance with Section 718.303, Florida Statutes. The ASSOCIATION Board may also in its discretion require the violator to cease and desist from verbally communicating with the Board, the Manager and/or the Staff until further notice, and to require the violator to only communicate with the ASSOCIATION in writing, but not by text messages or by email, to a specific individual, including the ASSOCIATION's legal counsel, via certified mail return receipt requested. The ASSOCIATION's right to fine a Person for any violation of these Rules and Regulations is not intended to be an exclusive remedy, but rather shall be in addition to all other rights and remedies the ASSOCIATION may have under its governing documents and applicable law, including the ASSOCIATION's right to institute a lawsuit against any Person the ASSOCIATION determines in its sound business judgment to have violated these Rules and Regulations, and/or the owner of the property where the Person resides, and seek injunctive relief and/or monetary damages.

IN WITNESS WHEREOF, the undersigned has hereunto affixed a hand and the seal of the ASSOCIATION this 20th day of June, 2024 and this amendment to the Rules and Regulations shall be effective upon recording in the public records of Palm Beach County, Florida and posting on the ASSOCIATION's website.

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

Attest:

By:  By: 

Daniela Amoroso, President

Linda Johnson, Secretary