



HOA Resident Information Form - **(MUST BE COMPLETED)**

(Please print clearly)

Full Name: _____
Last Name First Name

Address: _____
Street Address City State Zip Code

PH Contact Number: _____ Email Address: _____

Spouse/Partner Name: _____
Last Name First Name

PH Contact Number: _____ Email Address: _____

All other persons residing at this address
(Please include ages of children under 26)

Last Name First Name Age

Last Name First Name Age

Last Name First Name Age

Last Name First Name Age

Secondary Address

Use secondary address as mailing address Yes _____ No _____

Alternate Mailing Address: _____
Street Address City State Zip Code

Primary Telephone # _____ Mobile or Alternate # _____

Emergency Contact Information

Contact Name _____ Contact Telephone # _____ Relationship _____

*****PLEASE NOTE: THERE IS NO HOA APPROVAL
PROCESS OR CERTIFICATE REQUIRED.
PLEASE INFORM YOUR CLOSING AGENT.*****

16102 Mizner Club Drive | Delray Beach | Florida 33446 | Telephone (561) 865-4442





Resident Guest / Service Company List Update Form

Please print all entries clearly

Sub-Association / Community: _____

Full Name: _____
Last Name First Name

Address: _____
Street Address

(Circle either add or delete for each new entry)

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

ADD or DELETE – Guest Name / Service Co: _____

RESIDENT'S SIGNATURE: _____ DATE: _____

*****MANDATORY HOA PAYMENT QUESTIONNAIRE*****
(MUST BE COMPLETED)

☐

– QUARTERLY COUPONS –
Pay manually with a personal check. Please email our Bookkeeper at HHuott@CampbellProperty.com

☐

– VIA CREDIT CARD / E-Check –
Via Campbell Property Management's payment portal with a credit card (will incur slight fee). Please see login and instructions as follows:

https://www.paylease.com/registration/pay_portal/28495321/ACC?vpw=1440&crd=1

1. Click create new account/Register
2. Enter account number as your property and lot number together (i.e. Neighborhood: Encantada, 475 is property number 001 would be lot number), this information would be found on your payment coupons, if you cannot located this information please email hhuott@campbellproperty.com with your last name and street address.
3. Follow Prompts

☐

– ACH –
Paid automatically through automatic withdrawals. **Please complete authorization agreement on the following page and return with a voided check to our Bookkeeper, at HHuott@CampbellProperty.com**

Name: _____ Name: _____

MIZNER CC ADDRESS:

Street Address _____ City _____ State _____ Zip Code _____

Signature 1: _____ Date: _____

Phone #: _____ Email: _____



COUNTRY CLUB
Homeowner's Association

***** AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWALS *****

(MUST BE COMPLETED IF CHOOSING TO USE THIS PAYMENT METHOD)

Association: _____

Maintenance \$: _____

Effective Month: _____

Account # (from coupon) _____

I (we) hereby authorize Campbell Property Management to initiate automatic withdrawal (debit) transactions to the account listed below to pay for my (our) Association maintenance. I (we) authorize Campbell Property Management to adjust this amount accordingly in the event that the maintenance payment changes. The withdrawal is scheduled to occur on the fifth, or the first business day after the fifth, of the every month/quarter in which maintenance is due. This form must be received by the 15th of the prior month to become effective for the next month.

Bank Name: _____

Debit Amount: \$ _____

Routing / ABA#: _____

Band Acct #: _____

This authority is to remain in full force and effect until Campbell Property Management has received signed written notification from the individual(s) below in such time and manner as to afford Campbell Property Management reasonable opportunity to act on it.

Name: _____

Name: _____

Address: _____
Street Address City State Zip Code

Signature 1: _____

Date: _____

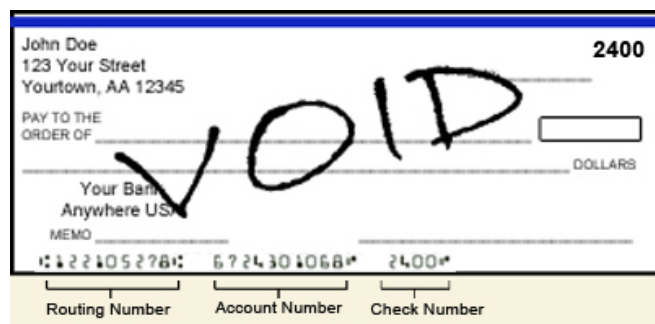
Signature 2: _____

Date: _____

Phone #: _____

Email: _____

You must attach a voided check to this form



Please email to hhuott@campbellproperty.com, or mail to the Campbell Property Management address listed at the bottom of this form.

*****IF YOU CHOSE NOT TO USE AUTOMATIC WITHDRAWALS, PLEASE EMAIL OUR BOOKKEEPER AT [HHUOTT@CAMPBELLPROPERTY.COM](mailto:hhuott@campbellproperty.com), TO REQUEST QUARTERLY COUPONS.*****

16102 Mizner Club Drive | Delray Beach | Florida 33446 | Telephone (561) 865-4442





MIZNER

COUNTRY CLUB

Homeowner's Association

Resident Transponder Application Form

Must complete for each vehicle and a copy of valid vehicle registration must be attached

OLD TRANSPONDER # _____ **NEW** TRANSPONDER # _____

LPR ONLY! _____

☐ **IS THIS AN ADDITIONAL** VEHICLE, **ADDING TO YOUR OTHERS?**

☐ **IS THIS A BRAND NEW** VEHICLE, **REPLACING A PRIOR VEHICLE?*****

☐ **IS THIS TRANSPONDER REPLACING A TRANSPONDER?** IF SO, PRIOR TRANSPONDER # _____?

***** IF REPLACING A PRIOR VEHICLE, PLEASE SPECIFY ON LINE ABOVE:
YEAR, COLOR, MAKE AND MODEL OF VEHICLE YOU NO LONGER HAVE *****

Universal Transponder (\$20.00) _____ Hang Tag (rental vehicle - \$75.00) _____

Make checks payable to: Mizner Country Club Master HOA.

If mailing check, send C/O Campbell Property Management to address at bottom of form

Applicant's Information

Mizner C.C. Resident _____ Mizner C.C. Renter _____

Name: _____ Telephone: _____ Email: _____

Address: _____ Community: _____

Vehicle Information

Make: _____ Model: _____ Color: _____ Year: _____

Tag #: _____ State: _____ Exp. Date: _____

Very Important!!!!

APPLICANT SIGNATURE

DATE

- Any unauthorized use of transponders will result in the deactivation of the transponder.
- If for any reason use of this vehicle is terminated (sell, trade, end lease, etc.) please notify the Association office so the transponder can be deactivated. This will help prevent its possible misuse.

OFFICIAL USE ONLY (NEW RESIDENTS GET FIRST 2 TRANSPONDERS AT NO COST)

Check # _____ Cash: \$ _____ Amount Paid: \$ _____ Date: _____ Issued By: _____

HANG TAG ONLY

Deposit Received: _____ Amount _____ Cash _____ Check # _____

Activation Dates: From: _____ To: _____ Rental Agreement: **Y / N**

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HANG TAG ONLY

Deposit Received: _____ Amount _____ Cash _____ Check # _____

Activation Dates: From: _____ To: _____ Rental Agreement: **Y / N**

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MIZNER COUNTRY CLUB PET REGISTRY
(MUST BE COMPLETED IF YOU HAVE PETS)

Please complete a separate form for each pet that resides in your home:

TYPE OF PET: DOG OR CAT
(Circle one)

PET'S NAME:

BREED:

COLOR:

MARKINGS:

MICRO CHIPPED: YES OR NO (Circle one)

OWNERS NAME:

ADDRESS:

PHONE NUMBER:

HOME: WORK: CELL:

ALTERNATE/EMERGENCY CONTACT INFORMATION:

**PLEASE ATTACH A PICTURE OF YOUR PET TO THE FORM AND RETURN TO
THE CAMPBELL PROPERTY MANAGEMENT OFFICE VIA EMAIL TO:
SBERMAN@CAMPBELLPROPERTY.COM**



MIZNER
COUNTRY CLUB
Homeowner's Association

Frequently Asked Questions

1. What is the purpose of the Mizner Country Club Homeowners' Association?

At the time of taking title to your home, you automatically became a member of your neighborhood Homeowners' Association as well as the Mizner Country Club Master Association. The Association was created for several reasons, including but not limited to:

- Protecting your investment and enhancing the value of the homes through architectural controls, deed restrictions, and other community standards
- Maintaining and operating the commonly-owned areas of the community, such as the landscaped entryway, street lighting, roadways, perimeter wall, lakes, etc. Additionally, managing such aspects of the overall community, including access to the community, is also the responsibility of your Management Company. The Mizner Country Club Master Association Board of Directors is comprised of representatives from each sub-association. The Master Association is not responsible for the recreational golf or club facilities.

2. Who is responsible for managing the HOA operations for the Master Association?

Campbell Property Management is hired to manage the operations of the Master Association and all sub-associations under the direction of the communities' Board of Directors.

3. Who is Campbell Property Management?

Campbell Property Management is a local property management company specializing in the management of homeowners associations for over 61 years. The firm manages numerous Associations in Palm Beach and Broward counties

4. How do I contact Campbell Property Management?

Campbell Property Management's **on-site** office is located in the CENTRAL building, on the second floor, across from the Ladies Card Room.

Campbell Property Management
16102 Mizner Club Drive
Delray Beach, FL 33446
Phone: 561-865-4442

Campbell Property Management's **corporate** office is located at:

1215 East Hillsboro Blvd
Deerfield Beach, FL 33441
954-427-8770

Regular business hours are Monday through Friday, 9am – 4pm. Walk-in hours are from 9am-11am and 2pm-4pm. In case of an emergency within common areas, Campbell Property Management has 24 hour emergency service. Examples of emergencies are major lighting problems, imminent property damage, etc. Please call 954-427-8770 and leave a detailed message including your name, community name, property address, phone number, along with a brief description of the problem. A Campbell Property Management representative on call will take the appropriate action for the problem.

5. Who makes the decisions affecting the operation of the Association?

The Association governing documents allow the Board of Directors to formulate policy, levy assessments and hire the necessary individuals to operate and maintain the community.

16102 Mizner Club Drive | Delray Beach | Florida 33446 | Telephone (561) 865-4442





6. When purchasing a home, what documents should homeowners receive regarding the HOA?

The Declaration of Covenants and Restrictions is the legal instrument that created the Mizner Country Club Association and binds all owners as members. If these documents are not received, they can be purchased from the Campbell Property Management office for a nominal fee.

7. What do I do if a lot or address is not being properly maintained?

Call Campbell Property Management at 561-865-4442 or email:
ARuprecht@campbellproperty.com or SBerman@campbellproperty.com

8. Is Insurance provided by the Homeowner's Association?

The Master Association provides liability insurance on the common areas and causality coverage for the real property, i.e. gatehouse, front fountain, tot lot, etc.

COMPANY INFORMATION (UTILITIES, ETC.)					
NAME	CONTACT	WEBSITE	EMAIL (IF APPLICABLE)	PHONE	To cancel when moving out
ADT	NONE	WWW.ADT.COM	NONE	800-878-7806	ONLY IF YOU HAVE EXTRA SERVICES AND RECEIVE A BILL, OTHERWISE, NO NEED TO CALL
COMCAST/XFINITY	NONE	WWW.XFINITY.COM/PREPARE	Kevin_Chernick@cable.comcast.com	800-266-2278	ONLY IF YOU HAVE EXTRA SERVICES AND RECEIVE A BILL, OTHERWISE, NO NEED TO CALL
FPL	NONE	WWW.FPL.COM		833-437-5466	CALL
PALM BEACH WATER UTILITIES	NONE	WWW.PBCGOV.ORG/WATERUTILITIES		561-740-4600	CALL
SWA (TRASH & RECYCLING)	NONE	WWW.SWA.ORG		561-697-2700	NOTHING
GAS COMPANY	OWNER'S CHOICE	OWNER'S CHOICE	OWNER'S CHOICE	OWNER'S CHOICE	OWNER CALLS

Campbell Property Management Employee Information

Name	Items Responsible For	Phone	Ext.	Email
Alyson Ruprecht, Property Manager	Property Management, Legal, Contractual, Conflicts, Complaints Non-Golf Course Work Orders	561-865-4442	ext. 292	aruprecht@campbellproperty.com
Sherry Berman, Assistant Property Manager	Changes to exterior of home, New Owner questions, Violations, Non-Golf Course Work Orders	561-865-4442	ext. 293	sberman@campbellproperty.com
Heather Huott, Bookkeeper	ALL Accounting, Bookkeeping and Financial Matters Non-Golf Course Work Orders	561-865-4442	ext. 296	huott@campbellproperty.com



IMPORTANT NOTICE REGARDING SERVICE UPGRADES!

Dear Valued Resident of Mizner Country Club,

ADT is pleased to provide Mizner Country Club Master Association with security monitoring and services. This service is provided to you through your Association and is another benefit of living in exclusive Mizner Country Club. You receive the highest level of customer care and service from our Community Association Team with systems monitored 24/7 from our own state-of-the-art ADT monitoring center. Mizner Country Club Security also receives your alarm signals simultaneously through ADT's exclusive **Dual Monitoring** program to assist with a faster, more informed response. With use of Dual Monitoring, Mizner Country Club Owners do not need to purchase an alarm permit.

As benefit to the Owners, your Association and ADT have restructured our agreement to include the upgrade of your security system. Your new system will include cellular communication so a phone line or voice over cable is no longer needed for system communication. Additionally, you will be able to remotely control your security system using an App on a smart phone, tablet or from a PC. More importantly, your new system includes critical life safety protection. Our Quality Service Plan has also been added to your service. This new program provides a significant benefit to each Owner and we commend your Board of Directors for their proactive approach to your safety and security.

As part of our agreement, ADT will install a new ADT Safewatch Pro 3000 security system in each residence to replace the existing system. The new system will include a new control panel with a long-life standby battery, up to three Fixed English keypads to replace existing wired keypads, an RF receiver (making it possible for your system to receive signals from wireless devices), a remote keyfob, one wireless smoke detector, one wireless carbon monoxide detector and an Alarm.com cellular communicator which also provides the ability to control your system remotely. At the time of installation, we will test your existing devices to ensure that they are working properly and connect them to the new system (proprietary and incompatible equipment is excluded).

In addition to cellular communication and basic remote interactive services, the monitoring of smoke, heat, carbon monoxide and flood detectors connected to the system is now included. If you are currently paying ADT on an individual basis, you will no longer be billed by ADT for these services effective 08/01/2020. If you have prepaid any charges, you will receive a refund.

PLEASE CALL ADT AT 800-878-7806 TO SCHEDULE THE UPGRADE OF YOUR SECURITY SYSTEM.

You must be available to receive an email at the time of installation to set up your Alarm.com account. Installation will take approximately 4 hours. There will be no interruption of service so you can schedule at your convenience. Please let us know if you have changes in your emergency contacts or phone numbers and provide us with your cell number when you call.

Mizner Country Club Master Association
Page 2

Service including parts and labor for normal wear and tear during normal business hours is now included in your agreement. Batteries are excluded but the labor to install batteries is included (some other exclusions apply). Our technicians are highly-trained security professionals who are vetted to give you peace of mind in those entering your home. Our technicians are wearing masks, gloves and booties when they enter a home. They are taking extra sanitizing precautions and practicing social distancing as much as possible.

The new systems can be modified to meet your individual needs for an additional cost. A list of system enhancement options is enclosed. Your new system will give you the option to utilize new technology including the addition of wireless devices for added protection. You can add additional keyfobs, smoke, heat, carbon monoxide, motion, glass break, and flood detectors. You can also upgrade your Alarm.com Interactive Services to add numerous home automation devices and cameras.

If you would like to enhance your system to include any of our customized services, please let us know when scheduling your upgrade. This will help to ensure your technician has the time and equipment needed for your home. There is no added labor charge for the installation of wireless devices at the time of system upgrade.

We encourage you to regularly use and test your security system to protect your family, home and personal property. In addition to providing you with peace of mind, a monitored security system can save you up to 20% on your homeowner's insurance. Ask your insurance agent for details.

We, at ADT Community Association Program, will always work to exceed your expectations. We value our long and meaningful relationship and thank you for being a valued member of our ADT Community Association Family.

Sincerely,

Your Community Association Team

ADT Security Services • 2801 Gateway Drive, Pompano Beach, FL 33069
Community Association Team: (800) 878-7806
State License EF0001121 • MyADT.com



**Community
Association
Program**

ADT is pleased to provide you with a customized program to enhance the lifestyle of Mizner Country Club with state-of-the-art security. Residents will enjoy the peace of mind and convenience of their security system upgraded with a new control panel, keypad(s) with panic alarms for police and fire, and one keyfob programmed for arm, disarm, and panic. Each system will have a radio frequency (RF) receiver that will allow systems to be customized to meet each resident's individual needs.

System Upgrade

- 1 Safewatch Pro 3000 Control Panel
- Hardwired Fixed English Keypad(s)
 - to replace existing wired keypads (maximum of 3)
 - upgrade to Deluxe Alpha for just \$75 each
- 1 Radio Frequency Receiver
- 1 Remote Keyfob
- 1 Long-Life Standby Battery
- 1 Alarm.com Cellular Communicator
 - a reliable means of system communication
 - added savings because no phone line is needed
 - control your system remotely using an App on your smart device or PC
- 1 Monitored Carbon Monoxide Detector
- 1 Monitored Smoke Detector



The new systems can be customized at the time of installation or in the future. Wireless devices like monitored motion and glassbreak sensors, smoke detectors, carbon monoxide sensors, door/window sensors, and keyfobs are examples of devices that may be added to enhance your system.

Call our **Community Association Service Center** at **(800) 878-7806**
for more information or to schedule your installation today!
No labor charge for installation of additional wireless devices at time of upgrade.

ADT Security Services • 2801 Gateway Drive, Pompano Beach, FL 33069
Community Association Team: (800) 878-7806
State License EF0001121 • MyADT.com



Community
Association
Program

We are proud to help protect your community!

To reach our Community Association Service Center for Customer Care,
Service, Sales, System Testing and Technical Support

800.878.7806

(You must provide your password to test your system)

To cancel an alarm, call our 24-hour Monitoring Center

800.226.2351

To view your alarm activity, manage contacts, print an alarm certificate, order
yard signs or pay for optional services, please visit our secure Website

www.MyADT.com

- First time users: Follow instructions to create a Web Account
- Sign in to your Account
- Enter your Email address or CS#
- Enter your Password
- Follow the simple **prompts to access account information**

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MS 15019511.

ADT Security Services • 3880 N 28 Terrace • Hollywood, FL 33020
Community Association Service Center (800) 878-7806 • State License EF0001121 • www.ADT.com

16102 Mizner Club Drive | Delray Beach | Florida 33446 | Telephone (561) 865-4442



Comcast/XFINITY

Your quarterly assessments include the following cable and high speed internet services. Any premium channels or upgrades to the internet service will be billed directly to the homeowner through Comcast. If you are interested in making these or changes, **you can request additional services directly from Comcast at 800-934-6489. When service glitches occur, please contact Comcast technical service at 800-266-2278** as they have up to the minute information in their system.



Welcome to Xfinity at Mizner Country Club.

We have teamed up with your community
to bring you the best in entertainment from Xfinity.

Your community's services include:

- | | |
|---|---|
|  | Xfinity TV
Digital Starter, HD and HBO
1 X1 HD DVR and 3 X1 HD TV Boxes |
|  | Xfinity Internet
Blast! Internet with download speeds
up to 200 Mbps
Wireless Gateway |

For an additional cost, you can upgrade to these Xfinity services:

- **Xfinity Mobile.** Get the best coverage, more flexible data and awesome savings. All on the most reliable network.
- **Xfinity Voice Unlimited.** Get unlimited nationwide talk and text, Caller ID, and more.

Give us a call to get started.

To order, change, or upgrade your services, call **1-800-xfinity (1-800-934-6489)** to speak with an Xfinity representative.

xfinity

Restrictions apply. Not available in all areas. Services and features vary based upon service level. **TV:** Limited Basic service subscription required to receive other levels of service. **Internet:** Actual speeds vary and not guaranteed. For factors affecting speed visit www.xfinity.com/networkmanagement. "Reliably fast" claim. FCC, "Measuring Broadband America Report," 2018. Xfinity xFi is available to Xfinity Internet customers with a compatible Xfinity Gateway. Xfinity WiFi hotspots included with Performance Internet and above. Performance Starter and below not eligible. Available in select areas. **Voice:** Service (including 911/emergency services) may not function after an extended power outage. Unlimited Talk & Text requires download of the Xfinity Connect app. Standard data charges may apply. Check with your carrier. **Mobile:** Restrictions apply. Not available in all areas. Available to residents with (a) Xfinity Communities Select Internet or (b) Xfinity Communities Select TV who subscribe to individually billed post-pay Xfinity Internet service. Up to 5 line limit (initially up to 2 lines under a device payment plan, pending Internet service activation). Savings comparison to the weighted average prices of similar Verizon, AT&T, T-Mobile and Sprint plans. Actual savings vary and are not guaranteed. For Xfinity Mobile Broadband Disclosures visit: www.xfinity.com/mobile/policies/broadbanddisclosures. ©2020 Comcast. All rights reserved.



SWA (SOLID WASTE AUTHORITY) CONTACT INFORMATION

CONTACT US

Customer Information Services

- 561-697-2700
- 866-SWA-INFO (866-792-4636) toll-free
- ContactCIS@SWA.org

SWA ADMINISTRATION

7501 N. Jog Road
West Palm Beach, FL 33412
Phone: 561-640-4000
Fax: 561-640-3400

RECYCLING

866-NEW-BINS (866-639-2467) toll-free



Leasing Policy

Mizner Country Club Master HOA developed a rental policy (the “Policy”) to address the safety and financial concerns of the community. Having a policy in place helps ensure a financially stable community by requiring a homeowner and renter to meet all of their financial obligations to the Neighborhood Associations and the HOA. This also preserves property values by adopting reasonable rental limitations.

Some highlights of the rental policy include, but are not limited to, the following:

- New owners are restricted from renting the home during the first year of ownership
- A home cannot be rented more than 2 times in 12 consecutive months
- The length of a rental contract cannot be less than 2 months or longer than 2 years
- The maximum length that a renter can rent within Mizner Country Club is four years

For more detailed information, please refer to the Rental Policy by requesting a copy from the On-Site Property Management (Campbell Property Management) office located on the second floor of the Palazzo building.

Homeowners' Association Website

The HOA website contains useful information such as HOA rules, notices, announcements, as well as an entire section of HOA “frequently asked questions”. You can update your profile with any information or delete information. HOA Master Board Minutes are posted so that you can remain up to date on decisions being made and a variety of e-forms are available for your convenience in communicating with the HOA Board.

The URL for the website is: www.mymizner.com

If you do not have a login, or have misplaced it, you can request a login via the website. The log request will be received by Management and you will receive a response within 24 hours.



MIZNER
COUNTRY CLUB
Homeowner's Association

Gate Access Control Procedures

Access Control services within the community are subcontracted to an outside Security company. Full-time, round-the-clock staffing includes an officer at the gatehouse and one roving patrol officer.

All guests driving vehicles are asked to produce a valid picture ID or valid driver's license to gain access into the community. Guest is checked against Resident's approved list or automated system. Approved guest is accessed into the community.

If a guest does not want to produce a driver's license, Security Personnel can ask for a valid photo ID. Security Personnel will make a decision as to the validity of a guest against photo ID (credit card, bank card etc.).

If a guest does not have a photo ID or refuses to produce ID, Security Personnel will call the resident one (1) time to come to the gate to verify the identity of their guest. The resident can then escort their guest into the community.

If a guest is not allowed access into the community because the resident did not use the automated system, Security Personnel will make one call (1) to the resident to verify the guest can be allowed in.

All car service drivers, (limos, cabs, etc.) must show driver's license or acceptable ID to gain access into the community. They are to be checked upon returning residents to the community even though the RESIDENTS ARE IN THE CAR!

All construction and service providers working in the community must show the same documentation (Driver's License, Photo ID, etc.) as guests to gain access to the community.

Food vendors delivering to the community must show the same documentation (Driver's License, Photo ID, etc.) as guests to gain access to the community. Access would be quicker if residents would call in vendors by the automated system.

Process Servers, on the approved official list which is posted in the gatehouse, have access to serve papers without notifying the resident being served. Each processor has a Server Identity Card, .Access control will input license tags as normal procedure.

RESIDENT RESPONSIBILITIES: All residents are encouraged to call in their guests by the automated system - 561-637-6640, or through our WEBGUEST App, which can be found in the Appstore for iPhones or the Google Play Store for Androids.

A resident may claim their guest, if called by security personnel, at the gate when proper ID is not made available and escorts them into the community.

Residents should be prepared to provide ID upon returning to the community by a car service. Proper ID would be a Driver's License, Photo ID or Pin Number.

Residents who are having a party with many guests are required to send a hard copy of the guest list to the gatehouse to expedite access into the community.

Residents will be required to review and update their permanent guest list annually. Residents will also be required to notify the Association when their home is sold or rented in order to update all records.



MIZNER
COUNTRY CLUB
Homeowner's Association

Architectural Control Committee (ACC) IMPORTANT!!!!

Any modifications to your home, which will affect the exterior, including but not limited to painting, landscaping, shutters, generators, satellite dishes, additions, etc., MUST have an ACC approval. The following is information about the Architectural Control Committee.

1. The Architectural Control Committee ("Committee") shall have all the duties and powers granted in the Declaration of Master Covenants for Mizner Country Club. All Owners and Members (hereafter referred to as "Owner(s)") should read the Declaration of Master Covenants, as amended, with special attention to Articles 5, 7, 9 and 10, before submitting any Application.
2. All Owners of Mizner Country Club are required to submit a written, signed Application to the Committee for any alteration, modification or addition to their residence or property. A contractor or agent of the Owner can submit an Application. The Owner must agree to comply with the terms of the Application and the Rules of the Committee. Alterations, modifications and additions include, but are not limited to the following:
 - a. Changes to the facade, windows, doors and garages, changes to the original structure, changes to the paint color, changes to the driveway, sidewalk, lanais, gates, fences, and enclosed screens.
 - b. The installation of hurricane shutters, window shutters, generators, awnings, antennas, dishes, and solar panels.
 - c. The installation of gazebos, playhouses, gymnasium equipment, sporting equipment, including basketball backboards, weather vanes, and sculptures.
 - d. Any change to the original landscaping, other than replacements reasonably close to the original materials. If there is any disagreement regarding the use of specific materials, the Committee's decision will control. Materials will include all plantings.

The above is a guideline and not a limitation on the items requiring an Application. The Committee shall have broad powers to include whatever items it deems reasonable.

3. The Committee will determine in a timely manner, not to exceed 45 days after the submission of a complete Application, whether to approve or deny the Application. It will be at the discretion of the Committee to designate the number of Committee Members needed to review any Application. Absence of such designation, two (2) Members will be required for any review. Applications that do not conform to previously approved similar requests will be considered by all available Committee Members, a majority of available members will prevail. If approval or denial is not received within 45 days, then it shall be deemed that the Application was approved.
4. In order to submit an Application for the Committee's review, a complete set of plans and specifications for the proposed work (the "Plans") shall be submitted to the Committee. The Plans shall include, as appropriate, floor plans, site plans, architect and specialty drawings, and work specifications reflecting, without limitation, the proposed location, grade, elevations, shape, dimensions, exterior colors, approximate costs, and the nature, type and color of materials, and all additional information as may be reasonably necessary for the Committee to evaluate the proposed work. All Plans shall be evaluated using the highest standards as to the proposed aesthetics, materials, and workmanship, and as to the suitability and harmony of the proposed location of the contemplated improvements, taking into account the surrounding topography, structures and landscaping.



5. If an Application is denied, an Owner can submit, within 45 days from the date of the decision by the Committee, a written appeal for review by the Board of Directors. All decisions by the Committee shall be issued in writing, and sent by the Management Company to the e-mail address or fax number provided by the Owner on the Application. In the absence of an e-mail address or fax number, then the written determination will be sent, by certified mail, to the address on the Application. The appeal must include a statement by the Owner stating why they believe the Committee's determinations were inappropriate. All appeals must be filed on an Appeal Form, available at the Management office. Within 45 days, the Board of Directors will make a final determination on the appeal. Failure to file an Appeal Form within 45 days shall be deemed that the Owner has consented to, and agreed to the denial.
6. All construction or landscaping work shall be performed in strict accordance with the Plans approved by the Committee unless a deviation there from has been approved in writing by the Committee. Any work that is performed that has either not been approved by the Committee or that is not performed in compliance with the Committee approved Plans shall either be removed by the Owner or modified by the Owner to comply with the approved Plans at the Owner's expense as directed by the Committee. The Committee can request the Board of Directors to initiate any legal proceeding necessary to enforce this provision. Court costs and legal fees, including, without limitation, expert witness fees, associated or incurred in connection with either any profiling, trial, or appellate level activities or proceedings pertaining to either the enforcement of or any other dispute regarding the Master Covenants or these Rules will be paid by the non-prevailing party to the prevailing party.
7. The Committee has the right to establish a time limitation during which time approval will be valid. In accordance with Article 9, Section 2, all work done by an Owner after receiving the approval shall be subject to the inspection by, and final approval of the Committee. It is the Owner's obligation to notify the Committee in writing when the work is completed within 30 days, and to provide the Committee with the right to review the final work to confirm compliance with the approved Plans.
8. All Architectural control rests in the Master Association unless such rights are delegated to a Neighborhood Association in accordance with Article 10, Section 3 of the Declaration of Master Covenants.
9. The Committee may charge a fee (as determined from time to time by the Board of Directors of the Master Association) for each submittal made to the Committee. In addition, the Owner will agree to pay all costs incurred by the Committee and Board of Directors associated with the Application's review and determination process. The Committee or the Board reserves the right to have the Owner post a deposit to cover such anticipated costs.
10. The Committee and the Board of Directors have the right to change the rules in accordance with Article 9, Section 6 of the Declaration of Master Covenants.
11. The Committee shall meet from time to time as necessary to perform its duties, such meetings being open to all Owners.

MIZNER
COUNTRY CLUB
Homeowner's Association
Safety and Quality of Life Rules

Class A (Safety) Rules

1. Speeding is prohibited anywhere on the community property. A speed limit of 25 miles per hour is in effect for all roads and in parking areas
2. All stops signs are to be obeyed with a full stop before proceeding.
3. Misuse of transponder access - when a resident provides a transponder to a person (guest, family member or vendor) who has been denied access by security because of lack of identification or by the Master Board for any other valid reason.
4. Golf carts shall only be driven by licensed drivers, 16 years of age or older. Proof of insurance on the golf cart is required annually and must be submitted to the Country Club Golf Shop regardless of membership type.
5. All occupants of golf carts must be seated within the cart when they are being operated.
6. Golf carts must use the cart paths when available. Driving a cart on Mizner Country Club Drive is prohibited. The only permissible use is to cross the road to get to the resident streets or onto the cart path.
7. U-turns are prohibited on Mizner Country Club Drive.
8. Vehicles may not stop on Mizner Country Club Drive, blocking traffic lanes and forcing cars behind them to cross the double line to pass the stopped vehicle.
9. Vehicles must obey security officer's directions when requested.
10. Abusive behavior (defined as: abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants or invitees, or directed at management, its agents, its employees or vendors) will not be tolerated at any time.

Class B (Quality of Life) Rules

1. Trash containers can be placed for collection no earlier than 24 hours prior to collection days and must be removed from the street or sidewalks by the end of the day of collection.
2. **No garbage bags shall be left outside of the container for any reason**, all bags must be kept in a sealed container.
3. Garbage cans, recycle bins and landscape debris shall not to be placed in the street, but completely on the resident's property and / or driveway.
4. **Residents must pick-up after their dogs.** Bags are not to be placed in any resident's trash container except that of the dog owner. These rules apply to resident streets as well as Mizner Country Club Drive.

5. **Dogs must be on a leash outside of a resident's property at all times. You MUST ALSO CLEAN UP after your dog and throw out the waste bag in your own trash receptacle! NO EXCUSES!**
6. **No overnight street parking is permitted anywhere in Mizner Country Club, between 2:00am and 6:00am. The only exceptions will be:**
 - a. For homes resurfacing or sealing driveways
 - b. In cases where the driveway is not useable because of repairs
 - c. Resident's guests (for no more than 3 nights)

Security must be informed prior to the need for any exception.

7. **Resident or guest vehicles must not block the sidewalks.**
8. **Cars must be fully parked in the driveway, and shall not have any portion of the vehicle extending into the street.**
9. **Cars parked on the street are to be facing the direction of traffic flow.**
10. **Odd/Even Parking: Vehicles shall only be parked on neighborhood streets on the side of the street corresponding to the street address as follows:**
 - a. Even numbered side parking in even numbered month
 - b. Odd numbered side parking in odd numbered month.

Vendor Exceptions: Vendors may, ONLY with the consent of security personnel, park in front of the home that they are providing a service that facilitates close proximity of their vehicle, even though it is not the designated parking side of the street for that day

11. **Cars parked on the street must not be blocking any driveway, cars must not be parked on the grass.**
12. **Resident landscaping must be cut so as not to block sidewalk access.**
13. Hurricane panels may be put up or accordion shutters closed only after a Hurricane Watch is issued, and must be removed within 2 weeks of the end of that hurricane or storm. Each day they not removed or opened beyond the two week period is considered a separate violation.
14. The playground is closed one (1) hour after sunset, and no one is then permitted to use the area for any purpose.
15. Any application for a project approved by the Master Architectural Control Committee (ACC) with conditional requirements such as landscaping, screening, etc., must have those conditional items completed within 60 days after the completion of the project. Failure to do so shall be considered a violation, and each 14 days thereafter shall be treated as an additional, separate violation.
16. Any of the additional "Use Restrictions" listed in the Declaration of Master Covenants not specifically mentioned above.

Penalties for Rule Violations

The frequency of all violations will be based on a two (2) year rolling period.

The Master Board reserves the right to deny access in a more immediate and/or a more excessive period of time than the penalties listed below if the particular violation(s) or frequency of violations are deemed, in their opinion, to be of such an egregious threat to the security, and / or well-being of the community. These instances will be handled on a case by case basis.

For Class A (Safety) resident violations, the following penalties shall be in effect:

1. For the first violation, a **warning** shall be issued. (This warning will be a written notice from Campbell Property Management that a rule was violated, and explaining that on the next violation, a fine and/or other action will be taken)
2. For the second violation of the same offense, a **\$100** fine shall be levied as well as the loss of the violation's use of any transponder for **30 days**.
3. For a third violation of the same offense, a **\$100** fine shall be levied as well as the loss of the violation's use of any transponder for **60 days**.
4. For a fourth and subsequent violations of the same offense, a **\$100** fine shall be levied as well as the loss of the entire household's use of any transponder for **90 days**.

For Class B (Quality of Life) resident violations, the following penalties shall be in effect

1. For the first violation, a **warning** letter shall be issued.
2. For the second violation of the same offense, a **warning** letter shall be issued.
3. For the third violation of the same offense, a **\$100** fine shall be levied.
4. For the fourth violation of the same offense, a **\$100** fine shall be levied.
5. For the fifth violation of the same offense, a **\$100** fine shall be levied as well as the loss of the entire household's use of any transponder for **30 days**.

*** Residents are responsible for their guest's and vendor's behavior and ensuring that the guests are aware of the rules of the community.

*** Residents will receive written notice of a violation committed by one of their guests or vendors. The vendor's company will receive written notice of a violation committed by one of their employees.

For Guests or Vendors violations, the following penalties will be in effect:

For Class A (Safety) guest/vendor, violations, the following penalties shall be in effect

1. For any first time Class A (Safety) violation by a guest or vendor, a **warning** shall be issued to the guest or vendor.
2. For a second Class A (Safety) violation by a guest/vendor, the guest/vendor shall **not be permitted to drive into the community for 30 days**.



Homeowner's Association

3. For a third Class A (Safety) violation by a guest, that guest shall be **denied vehicle access to the entire community for 60 days, and the resident shall be fined \$100.**
4. For a third Class A (Safety) violation by a vendor, the individual driver shall be **suspended from access to the entire community for 60 days.**
5. For a fourth Class A (Safety) violation by a guest, that guest shall be **denied vehicle access to the entire community for 90 days, and the resident will be fined \$100.**
6. For a fourth Class A (Safety) violation by a vendor, the individual driver shall be **suspended from access to the entire community for 90 days.**
7. For a fifth Class A (Safety) violation by a guest/vendor, the penalty will be issued at the Master Boards discretion.

For Class B (Quality of Life) guest/vendor, violations, the following penalties shall be in effect

1. For the first violation, a **warning** letter shall be issued.
2. For the second violation of the same offense, a **warning** letter shall be issued.
3. For the third violation of the same offense, a **\$100** fine shall be levied to the resident.
4. For the fourth violation of the same offense, a **\$100** fine shall be levied to the resident.
5. For the fifth violation of the same offense, the penalty will be issued at the Master Board's Discretion.

Transponders will remain off even after deactivation period expires unless all fines assessed are paid in full.



RULES AND REGULATIONS

SPEEDING

Speeding is prohibited anywhere within Mizner Country Club. A speed limit of 25 miles per hour is in effect on all roads.

STOP SIGNS

All stop signs ON ROADWAY OR SIDEWALKS are to be obeyed with a full stop before proceeding.

VEHICLE TRAFFIC

U-turns are prohibited on Mizner Country Club Drive.

Vehicles may not stop on Mizner Country Club Drive, blocking traffic lanes and forcing cars behind them to cross the double line to pass the stopped vehicle.

Vehicles must obey security officer's directions when requested.

Cars must be fully parked in the driveway, and shall not have any portion of the vehicle extending into the street.

Cars parked on the street are to be facing down the street in the direction of traffic.

Cars parked on the street must not be blocking any driveway.

Resident or guest vehicles must not block the sidewalks.

DRIVEWAY PARKING RULE

No vehicles shall be parked at any time on the home's driveway's swale (apron) area, defined as the paved (pavered) area between the residence's sidewalk and the street. Parking vehicles is not permitted in the existing easement since the parking of vehicles may interfere with the flow of traffic or with the operation of queuing and backing up out of driveways.

This rule is in addition to the existing exclusion of parking on the sodded swale area.

ALTERNATE SIDE OF THE STREET PARKING

Vehicles shall only be parked on neighborhood streets on the side of the street corresponding to the street address as follows: Even numbered side in even numbered months and odd numbered side in odd numbered months.

Exceptions are for Vendors who may park in front of a home to which they are servicing that facilitates close proximity of their vehicles, even though it is not the designated parking side on the street on that particular day, with the approval of security or property management personnel.

In such an instance, security shall try to maintain an unobstructed right-of-way, whenever possible, by asking drivers of properly parked vehicles in the near vicinity to temporarily relocate their vehicles to an acceptable location.

GOLF CARTS

At a past Master Homeowners Association Board meeting a rule was passed in reference to the ownership of privately owned golf carts that are operated within the Mizner Country Club.

All privately owned golf carts operated anywhere within Mizner Country Club shall comply with the following:

Members with privately-owned golf carts must provide the Club, on or before January 1 of each year, with a certificate of insurance for a minimum of \$300,000 per incident of personal liability coverage with an insurance company satisfactory to the Club naming the Club and the HOA as additional insured's. The insurance must expressly extend coverage to golf cart operation and include all drivers under its coverage. A Club sticker will then be issued and attached to that cart indicating such coverage.

All privately owned golf carts shall comply with the following aesthetic design criteria:

- The body must be **white or light beige**;
- The seat must be **light beige or some other subtle earth tone**;



RULES AND REGULATIONS, *continued*

Any violation of this rule constitutes a Class B violation subject to the penalties set forth in the Master Homeowners Association Rules.

The effective date of this rule was January 1, 2015.

As a reminder:

- Golf carts shall only be driven by **licensed drivers**, 16 years of age or older.
- All occupants of golf carts must be seated within the cart when they are being operated.
- Golf carts must use the cart paths when available. **Driving a cart on Mizner Country Club Drive is prohibited.** (The only permissible use is to cross the road to get to the resident streets or onto the cart path.)

The Master Board of Directors requires your golf cart to be modified to allow you the use of your golf cart within Mizner Country Club.

Thank you for your prompt attention to this matter. If you have any questions you may contact the HOA office at 561.865-4442 and speak with Alyson Ruprecht, the Property Manager.

OVERNIGHT PARKING

No overnight street parking is permitted anywhere within Mizner Country Club, between 2:00 A.M. and 6:00 A.M. The only exceptions will be:

- For homes resurfacing or sealing driveways,
- In cases where the driveway is not useable because of repairs,
- Resident's guests (for no more than 3 nights)

Security or Property Management must be informed prior to the need for any exceptions.

MOBILE TRANSPONDER MISUSE

Misuse of mobile transponder access - when a resident provides a mobile transponder to a person (guest, family member or vendor) who has been denied access by security because of lack of identification or by the Master Board for any other valid reason.

No resident whose transponder privileges have been suspended shall use another family member's mobile transponder or that of another resident to circumvent the penalty imposed on them. Furthermore, no resident shall provide a mobile transponder assigned to them to another family member or to a resident who has had their transponder privileges suspended or to a guest who has had their driver's access privileges suspended.

DELINQUENT OWNERS

Any Homeowner who is delinquent with their HOA quarterly maintenance, and does not become current after notification, will lose their privilege of the transponder admittance, and be required to use the guest gate. The homeowner will also be required to admit all guests via the automated access system. No permanent guest lists will be allowed. As with any rule, appeals will be considered (i.e. for Real Estate Agents if the home is on MLS).

TRASH RECEPTACLES

Garbage cans, recycle bins and landscape debris shall not to be placed in the street, but completely on the resident's property and / or driveway.

Trash containers can be placed for collection no earlier than 24 hours prior to collection days and must be removed from the street or sidewalks within 12 hours of the day of collection.



RULES AND REGULATIONS, *continued*

Trash containers or recycling bins shall be kept within residence except when being placed out for collection. No garbage bags containing food shall be left outside of the container for any period of time.

PETS

Residents must pick-up after their dogs. Poop bags are not to be placed in any other resident's trash container except that of the dog owner. These rules apply to resident streets as well as Mizner Country Club Drive. Dogs must be on a leash outside of a resident's property.

LANDSCAPING

Resident landscaping must be cut so as not to block sidewalk access.

HURRICANE PANELS/SHUTTERS

Hurricane panels may be put up or accordion shutters closed only after a Hurricane Watch is issued, and must be removed within 2 weeks of the end of that hurricane or storm. Each day they not removed or opened beyond the two week period is considered a separate violation.

PLAY GROUND/TOT LOT

The playground's hours are from Sunrise to Sunset. After sunset no one is permitted to use the area for any purpose.

FISHING

There is no fishing allowed in any lake within Mizner Country Club or the surrounding canals that are connected to Mizner Country Club.

RENTAL POLICY

This is in the documents. Request copy via email from Property Management office, if needed. Only email copies will be provided.

SIGNS/FLAGS/LAWN DISPLAYS

No sign of any kind whatsoever, including, without limitation, "For Rent" or "For Sale" signs, shall be displayed or placed on any part of The Properties, including, without limitation, the Lots or the Common Properties or within windows within Units. This prohibition shall not apply to signs erected by Declarant.

Additionally, all political signs and/or political flag, lawn displays, banners and/or flags shall similarly be prohibited. Temporary lawn displays, flags or banners for seasonal holidays, celebrations, sports teams or other upcoming events that have no political or social movement affiliation are permitted subject to containing no indecency or obscenities, as determined in the sole discretion of the Association's Board of Directors. Any such temporary lawn displays, flags or banners shall be immediately removed upon the conclusion of the event represented. The maximum period for temporary lawn displays, flags or banners shall be seven (7) days, except for seasonal holiday lawn displays, flags or banners which can remain during the period from Thanksgiving through January 6 of the following year. Any sign or flag that is allowed per Florida and/or Federal law is not prohibited provided such flags are in accordance with the size, placement, and installation permitted by law.

HOME IMPROVEMENTS

No changes to any residence or a lot without prior approval of the Architectural Committee are permitted

Any application for a project approved by the Master Architectural Control Committee (ACC) with conditional requirements such as landscaping, screening, etc. must have those conditional items completed within 60 days after the completion of the project. Failure to do so shall be considered a violation, and each 14 days thereafter shall be treated as an additional, separate violation.

RULES AND REGULATIONS, continued

ARCHITECTURAL CONTROL COMMITTEE, ACC

If a Resident fails to obtain the required A.C.C. approval prior to making an improvement or other change to their residence or property, they shall be in violation of a Class B rule, and shall be subject to the imposition of the following penalties and actions according to the Master Covenants Article 9, Section 9.2: Review of Proposed Construction

What is an ACC Change? (Excerpt from Master Documents)

Section 9.2 of the Master Covenants:

No building, fence, wall or other structures or improvement (including, but not limited to, addition to or removal of landscaping, plants or trees, hurricane protection, basketball hoops, play structures, birdhouses, other pet houses, tool shed, swales, outdoor artwork or statues, outdoor lighting, asphaltting or other improvements or changes of any kind) shall be commenced, altered, painted erected or maintained in the Properties, nor shall any additional change or alteration (including paint of exterior finishing) visible from the exterior of any Unit may be made, nor shall any awning, canopy, flag, or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the committee. ***In other words, any changes to the exterior of the house or property (seasonal flowers excluded) MUST be approved by the ACC"

Architectural Control Committee (ACC) Approval is REQUIRED for ANY improvement or changes to the exterior of a house or property (seasonal flowers excluded) PRIOR to improvement/change work commencing.

If a Resident fails to obtain the required ACC approval prior to making an improvement or other change to the exterior of their residence or property, they shall be in violation of a Class B rule, and shall be subject to the imposition of the following penalties and actions according to the Master Covenants Article 9, Section 9.2: Review of Proposed Construction.

Upon receipt of written notice of the violation, the Resident shall have five (5) business days to cure the ACC violation by submitting all the required forms and supporting documentation necessary for ACC review and approval, as per their procedure. Should the Resident fail to cure the violation by the end of the 5th business day, the Resident will then begin accruing a penalty (fine) at the rate of \$100 per business day; and

- 1) The maximum penalty per violation will be \$1000;*
- 2) Once the maximum penalty limit has been reached, and if all the required ACC documentation has not been submitted by the resident, then, in addition to the penalty, the entire household's use of gate transponders will be suspended until all the requirements have been satisfied, and the penalty has been paid in full;*
- 3) Any damages that are incurred either directly or indirectly related to a Non-Approved ACC change shall be fully the liability and responsibility of the Owner(s) of the property in violation;*
- 4) If the ACC does not grant approval to a Resident who has filed an application after making improvements or changes to their property, then the ACC and Master HOA, according to their authority under the existing Documents, may require the Resident to correct the improvement(s) or change(s) in question by restoring the property to its pre-improvement or pre-changed condition. Failure to do so shall result in the suspension of the use of the gate transponder for the entire household, until all of the above conditions have been satisfied; and*
- 5) All costs incurred by the Master HOA to remedy this violation, including legal fees, shall be the responsibility of the Resident, and are subject to the collection provisions stated forth in the Master Covenants and Master HOA Documents.*



RULES AND REGULATIONS

AGGRESSIVE/ABUSIVE BEHAVIOR

Aggressive Abusive behavior (defined as: abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants or invitees, or directed at management, its agents, its employees or vendors) will not be tolerated at any time.

NO TOLERANCE POLICY FOR ABUSE OF MIZNER STAFF OR VENDORS' ASSOCIATES ON PREMISES

Master HOA (HOA) prides itself on maintaining a safe and healthful environment for Members, Immediate Family Members of Members, Guests, Staff of the HOA, and Vendors' Associates.

Members and their designees, immediate family members, guests, and invitees must comply with all rules and regulations set forth by the Master HOA. These rules include, but are not limited to, the following:

- Members, designees, immediate family members, and their guests, may not abuse any other members, employees of the HOA, associates of any vendors, verbally or otherwise.
- All HOA employees are supervised by management personnel. Therefore, if any member has a specific challenge regarding an HOA employee, they should speak with that employee's supervisor or the property manager of the Master HOA and not attempt to discipline the individual directly.
- No employee of the HOA shall be requested to perform personal tasks while on duty by a member for any reason.
- Loud, abusive or offensive language is not tolerated at any time.

Violations of the above rules shall be deemed conduct that is prejudicial to the best interests of the HOA, will subject the violator to disciplinary and/or enforcement actions: which may include, but are not limited to, appropriate fines and/or loss of access to common areas and certain privileges as is outlined in the "Declaration of Master Covenants for Mizner Country Club" Article 12.3.

The Master HOA Board of Directors has full authority to enforce these rules and regulations.

The Resident has the right to appeal any penalties or suspensions before the Review Committee, as described in the Master Covenants. Any of the additional "Use Restrictions" listed in the Declaration of Master Covenants not specifically mentioned above.