

**RULES AND REGULATIONS OF
MIZNER COURT CONDOMINIUM ASSOCIATION, INC.**

DEFINITIONS

1. OWNER - The persons, or entity in whomever the title for a Unit vests.
2. UNIT- Condominiums within Mizner Court are referred to as Units.
3. VOTING CERTIFICATE - A document that designates one of the Owners to vote on behalf of a Unit.
4. LESSEE - A person who rents or leases a Unit from an Owner.
5. HOUSE GUESTS-

House Guests without the Owner present- those individuals who stay in a unit without the Owner being present must be registered with Management at least 72 hours in advance of arrival. A Guest Authorization form must be signed by both the Owner and House Guest stating that no monies, goods or services have been exchanged between the House Guest and the Owner. House Guests cannot be authorized for more than 30 consecutive days.

House Guests with the Owner present- A person authorized by an Owner for up to 30 days with no financial consideration paid to Owner. After 30 days, a House Guest may be considered a Resident and subject to filling out an Application with fees, and must agree to comply with all applicable Condominium Documents and Rules. The Association has discretion to limit the number of House Guests who may reside in a Unit at any one time.

6. FAMILY - Under no circumstances may more than one family reside in a Unit at one time. "Family" or words of similar import used herein shall be deemed to include spouse (or unmarried partner) and such person's parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers/aides. In no event shall occupancy (except temporary occupancy by visiting House Guests) exceed two (2) persons per bedroom. A list of persons constituting one's Family shall be on file with the Management office. It is the responsibility of the Owner to keep that list current.
7. MANAGEMENT – The management team designated from time to time by the Association.
8. ASSOCIATION - Mizner Court Condominium Association, Inc.

MIZNER COURT CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS

Pursuant to the authority vested in the Board of Directors of the Mizner Court Condominium Association, Inc., the following Rules & Regulations have been updated and adopted by the Board of Directors on December 12, 2024.

It is the responsibility of Management to monitor all rules and regulations. However, all Owners are empowered and encouraged to call violations of the rules to the attention of the offender. Residents shall report violations of the rules and regulations to the Association through Management in writing.

Management will promptly call the violation to the attention of the person who appears to be at fault with a request to discontinue the offending activity, correct the offending condition or take other appropriate action.

Owners are responsible for the compliance with rules and regulations by people occupying the Owner's Unit or on the premises as an Owner's House Guest or lessee. Any corrective action, penalties or legal measures appropriately taken against a particular House Guest, invitee or lessee of the Owner or a lessee's invitee or guest, may also be directed against the Owner.

NOTICE:

When Management becomes aware of noncompliance of a rule or regulation by an Owner, occupant, guest or lessee, unless the situation is corrected following a meeting or conversation with Management, a letter shall be sent to the Owner advising of the violation and requiring compliance with the Rules and Regulations.

RULES REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS

WHEREAS, Section 718.111(12)(c) of the Act provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the Official Records of the Association are adopted:

A. **RECORDS DEFINED.** The Official Records available for inspection and copying are those designated by the Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. **RECORDS AVAILABLE.** No records other than those defined above, subject to the exceptions in the Act, shall be available for inspection or copying.

C. **PERSONS ENTITLED TO INSPECT OR COPY.** No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative or other person authorized by the Act. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.

D. **INSPECTION AND COPYING.**

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by hand delivery during regular business hours, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, c/o Board of Directors, 100 S.E. 5th Avenue, Boca Raton, FL 33432, or pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations, or by electronic transmission to rcastorino@miznercourt.com, which shall also be treated as a written request under this rule.

Requests by electronic mail (e-mail) or other means do not comply with this Rule unless the subject line of the email identifies it as a request to inspect official records. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested. Requests which describe records in general terms will result in all potentially responsive records being produced as they are kept in the ordinary course of business. The Association is not obligated to create records which are not kept in the ordinary course of business or create compilations.

A Unit Owner's inspection request shall be deemed received as follows. 1) if sent by hand-delivery during regular business hours, the day following the receipt of the hand-delivery. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association; and 2) if sent by regular mail or email, the first business day after receipt of the regular mail or email by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner

signing the inspection request, or his, her or its authorized representative. No inspection or copying of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3. A Unit Owner shall not submit more than two (2) written requests for inspection or copying of records per calendar month.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall generally be made available for inspection by the Association on or before the tenth (10th) working day subsequent to actual receipt by the Association of the written request for inspection or such other time period as may be provided for in the Act. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition or under such conditions as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records at the Association office for more than eight (8) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

6. If, at or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing or in such other form as may be acceptable to the Association to clearly identify the copies desired, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying

by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$.50) per page and absent a Resolution by the Board to the contrary, copies shall be charged at fifty cents (\$.50) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

8. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. Alternatively, if the records are posted on a website or available for download, the Association may respond to the request by directing the person making the request to the website or the app through which the download may be obtained. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

9. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

10. So long as the same is required by the Act, the Association shall provide a checklist of the records produced and not produced. For requests that identify specific records, the checklist shall identify the records produced or not produced with the same particularity. For requests that describe records by category or in general terms, the checklist shall identify the records produced or not produced with the same category description or with the same level of particularity.

E. MANNER OF INSPECTION.

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a

courteous manner and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

F ENFORCEMENT OF INSPECTION AND COPYING RULES.

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

**RULES REGARDING UNIT OWNER WRITTEN INQUIRIES SENT VIA CERTIFIED MAIL
UNDER SECTION 718.112(2)(a), FLORIDA STATUTES**

A. Frequency. No Owner may submit more than one (1) written inquiry pursuant to Section 718.112(2)(a), Florida Statutes, during any thirty (30) day period.

B. Manner of Response.

1. Each letter of inquiry may set forth up to five (5) substantive inquiries. The Association shall determine the number of substantive inquiries in a particular letter. If an Owner combines multiple substantive inquiries into one question or one letter, the Association has the right to determine how many substantive inquiries are fairly set forth in a particular question or a particular letter. If more than five (5) substantive inquiries are set forth in one letter, the Association shall respond to five (5) of the substantive inquiries, to be determined based upon the order in which the inquiries are set forth in the letter or otherwise at the discretion of the Board of Directors.
2. The Association shall not be obligated, in responding to any inquiry under the Statute, to incur professional fees to respond to inquiries which require professional advice or to digest information which is available from an inspection of the official records of the Association or to create a compilation or summary of information that is otherwise to the Owner available from an inspection of the official records of the Association. If an inquiry under the Statute can be responded to by reviewing the official records of the Association, the Association may respond by providing the Owner an opportunity to inspect and photocopy pertinent records, the identity of such records to be reasonably and fairly set forth and described in a written response from the Association.
3. Written inquiries must be sent via certified mail, return receipt requested to the Association's address at Mizner Court Condominium Association, Inc., c/o Board of Directors, 100 S.E. 5th Avenue, Boca Raton, FL 33432.
4. The Association shall respond to written inquiries in the timeframe set forth in the Statute.

C. Non-Compliant Inquiries

1. Emails do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via email will be disregarded. Emails which contain document inspection requests must comply with the rule regarding document inspection requests and must contain the subject line Document Inspection Request.
2. Faxes do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via fax will be disregarded.
3. Scanned letters do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via scan will be disregarded.

MOVE-IN PROCEDURES

After closing you may take up residence at any time. However, it is important that you make arrangements with Management in advance. Moving furniture and household effects in and out of the building shall be accomplished only from 8:00 AM. to 5:00 PM., Monday through Friday. Holiday moving is prohibited, this includes Independence Day, Labor Day, Good Friday, Easter, Chanukah, the two days of Passover, Yom Kippur, the two days of Rosh Hashanah, Memorial Day, Christmas Day, New Years Day, and Thanksgiving.

Please call the Management office with your contact information by returning your access form.

LICENSED CONTRACTORS:

The Association requires that Owners employ only contractors who are properly licensed for the work they are doing and insured. The Association will enforce that the permit process is followed.

DECORATOR AND SUBCONTRACTOR CONDOMINIUM ENTRY:

The Association is interested in making the entry of decorators, furniture companies and subcontractors as convenient as possible. However, security must be maintained. Because of this, it is important that they follow established entry procedures.

When an Owner is in residence and available to receive subcontractors, Security should be notified in advance. If Security is not notified, entry will not be permitted until the Owner is contacted.

When an Owner is not in residence, written permission, including email for Unit entry by any subcontractor or realtor must be provided by the Owner. If requested by the Owner, the Security office will give access to a Unit for the purpose of deliveries, services or repairs.

As Security cannot be in attendance while the work is being completed, we ask that you make arrangements for your contractors to ensure that the door is locked upon leaving. The contractor must remove all debris and sign out with Security before leaving the property.

DELIVERIES:

All deliveries must be prepaid. The Owner or his agent must be present to accept deliveries, unless the Security office has received prior written authority including e-mail to accept delivery. Security will only deliver parcels. Please make arrangements with the delivery company to take items other than parcels into your Unit.

REMOVAL OF SHIPPING DEBRIS:

The Owner is responsible for the removal of crates, boxes, shipping material, etc. Please give appropriate instructions to contractors. Please refer to the Rules and Regulations for details on proper disposal.

GENERAL USE AND OCCUPANCY

1. Each Unit shall be occupied and used as a residence by the respective Owner(s) and their Family only, or by their tenants and their Family only (prior approval having been obtained) and for no other purpose. House Guests may reside at an owner's discretion subject to the House Guest rules. Any person(s) paying any kind of remuneration to the Owner(s) or lessee(s) including, but not limited to barter or condominium/home exchange arrangements, shall not be deemed a guest, but shall be a lessee and subject to all Rules pertaining thereto. Occupancy of Units owned by an entity is to be restricted to officers, directors, partners or employees of such entity, the names of whom must be duly recorded in the Management office. Only one such person and his or her Family may occupy a corporate condominium in any 12-month period. Simply stated, this means that occupants of an entity owned Unit must be the same individual and his or her Family during any 12-month period and may not rotate among other persons during that period.
2. Unit occupancy is limited to two persons per bedroom. House Guests are welcome; however, overall occupancy is limited to two (2) persons per bedroom.
3. Amenities shall be used only for the purposes for which they are intended.
4. Objects of any kind shall not be placed, stored, or maintained in the halls, lobbies, stairways, garages or on walkways, grounds or other common areas.
5. Owners and their House Guests are required to observe these Rules and Regulations, the Declaration of Condominium, and the Articles of Incorporation and Bylaws of the Association, and all laws, ordinances, rules and regulations now or hereafter enacted by the State of Florida, Palm Beach County, City of Boca Raton or adopted by the Board of Directors.
6. No person may alter, change or remove any furniture, furnishings or equipment in the common elements.
7. Whenever a Unit is to be occupied by Family members in the absence of the Owner, a notice must be sent or telephoned beforehand to the Management office, listing names and length of stay.
8. An Owners shall be liable for the expense of any maintenance, repair or replacement to the common elements caused by the Owner's negligence or by that of any member of the Owner's Family or their House Guests, employees, contractors, agents or lessees.
9. Residents shall notify the Management office before moving furniture or household effects in or out of the building.
10. Moving furniture and household effects in and out of the building shall be accomplished only from 8:00 AM. to 5:00 PM., Monday through Friday. Holiday moving is prohibited, this includes Independence Day, Labor Day, Easter, Chanukah, Passover, Yom Kippur, Rosh Hashanah, Memorial Day, Christmas Day, New Years Day, and Thanksgiving.
11. No persons or animals are permitted to run or play in the stairwells, halls, lobbies, elevators, parking

areas or garage.

12. No wheeled devices including but not limited to roller skates, roller blades, scooters, rip-sticks, skateboards, wheelchairs, motorized scooters and similar devices are permitted to be stored in hall areas outside of a Unit. Bicycle riding is only permitted in the driveway and only for ingress or egress to the property.
13. Shouting or talking is not permitted from the balconies to other Units and shouting is not permitted elsewhere on the property at any time.
14. Smoking on any interior portion of the common elements is strictly prohibited. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco or other products or materials used in a device for such purpose, including but not limited to cigarettes, cigars, pipes, bongs and other lighted tobacco or other product or material, whether legal or illegal in the State of Florida. The use of “electronic” or “vapor” cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited.
15. No holiday items may be placed in the halls or affixed to doors or walls except for the period of November 15th- January 4th each year in observance of holidays.
16. No fishing or the use of any fishing devices are permitted on or from the walkways adjoining the intracoastal waterway. Fishing is not permitted in any common areas of the community. Fishing equipment, (including but not limited to poles, tackle boxes, nets, or similar items), shall not be stored, used, or left in any common areas. This includes, but is not limited to, parking lots, walkways, lawns, recreational spaces, and all other shared areas within the community. Fishing equipment shall not be visible from patios or hang over patio railings. Persons found in violation of this rule will be subject to removal of the equipment.
17. No use of wheeled devices, including but not limited to bicycles, roller skates and scooters, is permitted on the walkways adjoining the intracoastal waterway (wheel chairs for disabled persons, walking assist devices and strollers are permitted).
18. Playing music in the pool area must be conducted using earphones.
19. No person who is not an Owner or approved lessee will be given access to a Unit by the Association staff without written authorization from the Owner or the approved lessee, and all parties granting such authorization agree to hold harmless and indemnify the Association from any claims arising from the granting of access to the Unit. This includes claims of any kind whatsoever, including any claims alleging negligence of any kind on the part of the Association. The Association may require the written authorization to grant access be on such forms as the Board requires.
20. Interaction with Other Owners, Residents, Guests and Staff
 - (a) Owners may not request special or personal services from a staff member while the staff member is on duty.

- (b) No Owner or Family, House Guest, employee or contractor may be verbally or physically abusive to any staff member, may not direct any staff member in his or her job functions and may not threaten a staff member or threaten a staff member's job. Staff members are required to report any such incident to their supervisor.
- (c) No Owner or Family, House Guest, employee or contractor may be verbally or physically abusive to any other Owner or any Owner's Family, House Guest, employee or contractor.

SALE, LEASE OR TRANSFER OF UNITS

1. All sales of Units must be approved by the Board of Directors, except those sales to existing Owners. An application for purchase or lease must be submitted with a nonrefundable fee of \$100 and a copy of the sales/lease contract to the Management office for appropriate action. Application forms are available in the Management office. Checks should be made payable to Mizner Court Condominium Association, Inc. There will be a charge of \$100 for each estoppel letter required. A copy of any and all executed leases and renewals must be given to the Management office, which shall maintain them on file.
2. To avoid a transient atmosphere, Owners will be permitted to lease their Unit no more than once in a twelve (12) month period and for no less than three (3) consecutive months. Any lease shall be for the entire Unit and not a portion thereof. A copy of these Rules & Regulations shall be given to every lessee, who shall, as a condition to the approval of the lease, sign a written statement accepting these Rules and Regulations and must meet with Management or a Board member for an orientation before or at the time of moving in. The Owner shall provide a \$500 damage deposit check made payable to Mizner Court Condominium Association, Inc., to be held in a non-interest bearing bank account. When the lease period is terminated, and there is no damage to the common areas or the limited common areas by such lessee, the deposit will be refunded. The Owner and lessee will sign an Addendum to their lease accepting full responsibility for any damage to the common and limited common elements and for any inconvenience or annoyances that may arise from the actions of the lessee. Lease renewals must be reviewed by the Association by submitting a new application for each renewal. Subleases or assignment of leases are not permitted. No lessee may have a guest in the leased Unit for any period of time in the absence of such lessee.
3. Owners who lease their Units are not permitted to use the common area facilities during the term of the lease, unless the Owner resides in a different Unit.
4. Boat slips may be sold by the owner thereof only to an existing Owner of a Unit including a person closing the purchase of a Unit at the same time as the sale of the boat slip to such person. A copy of the deed of sale shall be delivered to and kept in the Management office.
5. Each person becoming an Owner shall submit a copy of such person's recorded deed to the Management office.

PARKING

1. Parking areas in front of and facing the building are designated as visitors parking. Parking is not permitted along the hedges parallel to Fifth Avenue. Cars parked in the outer parking area may not be covered.

Parking in the garage are only in Owner assigned spaces and are reserved for their exclusive use. Other residents may not use such spaces unless written permission is provided by the Owner to the Management office.

2. Vehicles must be parked heading in (an exception applies to vehicles being charged) and within the painted lines. Vehicles must not protrude in such a manner as to block ingress and egress.
3. Parking areas shall not be used for any mechanical work on vehicles except in emergencies.
4. A lessee shall park only in the space assigned to the Owner of the Unit leased to such person.
5. Parking spaces shall not be used for any purpose other than for parking a private vehicle. No cargo vans, buses, trailers, vehicles used for commercial purposes or recreational vehicles shall be parked overnight in the covered garage or elsewhere on the property.
6. Vehicle washing shall only be conducted in the tennis court garage. Vehicle washing shall not be used before 9:00AM.
7. Handicap parking spaces are for short-term use only by residents or visitors displaying state handicap identification.
8. There are some spaces in the tennis court garage that are not assigned to a Unit. These may be used by owners, on an "as available" basis; however, only one space per Unit is permitted. Spaces designated for electric vehicle charging are not available spaces.

ELECTRIC VEHICLES

1. The term Electric Vehicle means a four-wheel vehicle used for carrying passengers powered exclusively by electricity. The term Charger means a device connected to the Condominium's power grid that have equipment for connecting to an Electric Vehicle and charging its battery.
2. Certain spaces in the tennis court garage will be designated Charger spaces. Chargers will be located at such spaces. Charger spaces shall only be used for charging Electric Vehicles.
3. Any resident wishing to charge such resident's Electric Vehicle may do so in a Charger space subject to the following. Such resident shall sign a Charger agreement with the Condominium covering use of the Charger, including by way of example and not limitation, (i) fees, and payment thereof by credit card via a mobile phone app; (ii) removal of the Electric Vehicle within one hour after charging is completed, unless the completion is during the hours of 12:00 a.m. and 5:00 a.m., in which case removal

shall be at 5:00 a.m.; (iii) if such removal does not take place within such time limit, a surcharge for the time the Electric Vehicle is thereafter left in a Charger space; (iv) full indemnification and a release of the Condominium related to the resident's use of the Charger; and (v) suspension of the use of the Charger by a resident for a substantial violation of the agreement and/or when surcharges total 10 hours or more.

4. Any car parked in an Electric Vehicle space must be connected to a Charger at all times.

EXTERIOR APPEARANCE OF UNITS, BALCONIES AND PATIOS

1. Exterior shades, awnings, screens, window guards (other than hurricane shutters), ventilators, air conditioning devices and other fixtures are prohibited on balconies. Plants on balconies or patios must not extend above the balcony walls.
2. For purposes of uniformity, the Board has determined the specifications for installation of hurricane shutters and impact glass windows and doors. Only shutters, windows and doors conforming to these specifications will be permitted. Please contact the management office for specifications.
3. Nothing shall be shaken outside the condominium, or swept or thrown on to walkways or grounds from the balcony. Nothing shall be placed on the balcony railings or project from the balcony including but not limited to plants. Structures of any kind including, screen or glass enclosures are not permitted on balconies.
4. Barbecuing or cooking is not permitted on balconies, patios or any common areas.
5. Signs or notices of any kind must not be exposed on any part of the building.
6. Walls, ceilings, and railings on terraces, balconies or patios must not be painted.
7. When leaving for a lengthy absence, particularly during hurricane season, Owners are responsible for clearing balconies and patios of all movable objects.
8. Decorative exterior lights are not to be installed on balconies or patios.
9. Hosing down of balconies or patios is not permitted. Weep holes must be kept clear by the Owner.
10. The use of carpeting on the balconies or patios is prohibited.
11. Items must not protrude on to the common area.
12. Window coverings facing the outside of building are subject to disapproval by the Board if they affect the appearance of the building, in which case they shall be removed and replaced with acceptable items.
13. Only outdoor furniture shall be placed on balconies or patios. There shall be no use of balconies or patios as a home office or as storage for cleaning items or household supplies and equipment. China cabinets shall not be placed on balconies or patios.

SECURITY

1. Residents must notify the North Gate (Palmetto Park Entrance) of the arrival of visitors.

Call Authorization Instructions Are As Follows:

Notes:

1. **The computer can only recognize a touch-tone phone.**
2. **No one will be admitted into the community without prior authorization.**
 - a. Contact the North Gate at 561 -394-3357. A computer will pick up and request that you enter your personal security pin number and press the # sign. Once the computer identifies your pin number, it will open your resident file.
 - b. The computer will now prompt you to wait for the beep and then **clearly state the name of your guest** (or the name of your first guest, in the event of more than one guest being cleared at this time).
 - c. Next, the computer will ask you to **Press 1# if you expect your guest today, Press 2# if you expect your guest tomorrow, and Press 3# if you wish to clear your guest for both today AND tomorrow.** For any other date, Press 4#. (See section #e)
 - d. If you pressed 1,2, or 3, the system will announce that the guest has been added to your list. You may hang up the phone, or press 1 and the # sign to add another guest.
 - e. If you pressed 4 for another date, the system will ask you to enter the month and the # sign. Next, you will be asked to enter the day of arrival followed by the # sign. Finally, you will enter the year followed by the # sign. Once verified as a valid date, the system will prompt you for the number of days you wish to clear your guest, followed by the # sign. Always use two digits when entering this information. When complete, the system will read back the date and number of days, which you may accept by pressing 1 and the # sign, or reject and try again by pressing 2 and the # sign. **Please do not hang up the phone until the computer prompts you to do so, otherwise the name will NOT be recorded in the system.**
 - f. Your visitor will be preliminarily authorized to enter, but is subject to approval by Management. The message will be stored in the system for the number of days you have cleared the visitor. After this date, they will no longer appear on the list.
 - g. Should you need to speak to a Village Security Officer directly, please call 561-368-3773.
2. The Security office must be given a key to each Unit. Residents leaving vehicles on property during their absence must leave a set of keys in the Unit on the kitchen counter should the vehicles need to be moved in the owner's absence.
3. No one will be permitted to enter a Unit without authorization from the Owner (recorded lessees and House Guests) to Management or the Security office except in an emergency.
4. Any presence of a suspicious person or unusual circumstances should be reported immediately to

Security.

5. Solicitors of any kind shall not be permitted in the property at any time, including solicitations for nonprofit organizations.
6. Personal or group notices or advertisements of any kind shall not be placed by residents under Unit doors. All notices shall be placed, if at all, only on electric bulletin boards maintained by Management.
7. Management must be given notice at all times of occupants in residence in a Unit.
8. A Security guard is required to be at the Security office at all times. The Security guard is prohibited from leaving the Security office area except in emergencies. Accordingly, **Owners shall not ask the desk guard to leave the post in order to perform personal services.**
9. Any food delivery service must check in at the Security office. The delivery person will be required to leave a photo I.D. or personal items such as keys which will be returned after delivering the food item and checking out at the Security office.
10. All persons who want to enter a Unit to render services will be required to leave a photo I.D. or personal items such as keys at the Security office, which will be returned after checking out at the Security office.

SAUNA, STEAM ROOM AND EXERCISE ROOMS

1. These amenities are for the use of Owners, lessees and House Guests who reside in a Unit in compliance with these Rules and Regulations.
2. Persons under sixteen (16) years of age are prohibited from using the exercise room unless accompanied by an adult, and persons under sixteen (16) years of age are not permitted in the sauna or steam rooms unless accompanied by an adult. The prohibitions in these provisions are included for safety purposes.
3. Individuals using these facilities do so at their own risk.
4. There shall be no boxing, wrestling, or sparring in the exercise rooms.
5. Sauna, steam and electric lights should be turned off after use.
6. All free weights shall be returned after use.

BILLIARDS ROOM

1. The Billiards room is for the use of Owners, House Guests and lessees, and others who lawfully reside in the Unit in accordance with these Rules and Regulations.
2. Persons under sixteen (16) years of age may use the Billiards Room only when accompanied by an adult.
3. This room is to be used at your own risk and is to be left in a neat condition with the lights turned off.
4. If anything is found out of order, please report it to Security immediately.

PARTY COMMON ROOMS

1. The North and South Party Common Rooms are for the use and enjoyment of all residents, lessees and guests including non-fee paid events and may not be used for commercial purposes or outside groups. The Board of Directors and Social Committee shall have priority in the use of these rooms for Condominium functions.
2. Private party groups may not exceed fifty (50) persons.
3. Reservations for private parties must be made with the Management Office.
4. After use, the room must be thoroughly cleaned, including the kitchen, within 24 hours.
5. All remaining food and drinks should be disposed of immediately after the function. The person reserving the room is responsible to clean the kitchen after use.
6. The owner or lessee reserving the room is responsible for any damage done to the room and its contents.
7. A \$300 security deposit is required to reserve the Party Common Rooms for any function. The security deposit is refundable if there is no damage. If damage is in excess of \$300, the Owner or lessee shall be responsible for payment of repairs.
8. Decorations may not be affixed to the walls or ceilings.
9. There will be a fee for preparing the Party Common Room and restoring it back to its original state after the event by Association personnel.
10. Owners or lessees will be charged for any missing or broken items.
11. All exterior doors to the Party Room must be locked upon completion of the function.
12. Cooking must be confined to the kitchen and all doors to the Party Room must be kept closed to prevent cooking odors from permeating the building. Caterers and helpers will be stationed in the Party Room.
13. Valet parking is to be arranged for and paid by the party sponsor and coordinated through Management.
14. Prior to a function, a list of guest's names attending must be provided for the Security Office and to the North Gate.
15. Delivery of tables or heavy equipment will be made through the service entrance.
16. Owners or lessees sponsoring a private party must:
 - a. Be present for the entire party; and
 - b. Alcoholic beverages will be prohibited for persons under 21 years of age.

17. Parties shall not be extended to include use of the pool, pool deck or other common areas
18. Private parties must end by midnight, New Year's Eve being the exception. Exclusion from this restriction may be approved, in advance, by Management. Noise shall be kept at a minimum in deference to residents.
19. Parties for commercial or fund-raising purposes are prohibited.

POOL AREA

Owners and lessees should be aware that, particularly at holiday times, there are likely to be more than the usual number of guests and young persons using the pool areas and should make allowance for this.

1. The pool and hot tubs shall be open, except on occasions when time is required to clean the pool and hot tubs or during the day when unusual circumstances occur. Noise that might disturb residents is not permitted between 10:00 PM and 9:00 AM.
2. All persons using the pool and hot tubs do so at their own risk.
3. Persons under thirteen (13) years old must be accompanied and supervised by a responsible adult in the pool area. Persons under 13 years old are not permitted to use the hot tubs.
4. Persons requiring diapers are not permitted in the pool or hot tubs unless a swim diaper is used.
5. Rafts, floats, balls, and toys are not permitted in the pool. Floatation items attached to a person for safety are permitted. Only soft sponge type balls may be used in the pool area.
6. Pool and area users shall not participate in games or activities involving boisterous conduct, shouting, running, ball playing, or the throwing of any objects. Unnecessary splashing, jumping, roughness or horseplay in the pool is prohibited. **ABSOLUTELY NO DIVING INTO THE POOL.**
7. Chaises and chairs must be covered with a colorfast towel when used in bathing attire.
8. A shower must be taken prior to entering the pool or hot tubs and oil and suntan lotion removed. Remove all hairpins, bobby pins from the hair or any other sharp object before entering pool.
9. Pool furniture may not be removed from the pool area. Furniture in the pool area shall not be reserved.
10. Radios and TVs may be used in public areas only with earphones.
11. Residents with contagious or infectious health conditions such as Covid, colds, ear fungus, viruses or communicable skin diseases, or with bandages or open skin abrasions are prohibited from using the pool or hot tubs.
12. If, for health reasons, you are in doubt about using the hot tubs, please consult your physician.
13. Smoking in the pool area is strictly prohibited.

14. In accordance with the Health Department, drinks or food in glassware or breakable containers are not permitted in the pool area. The use of paper or Styrofoam cups for drinks is suggested, however, no drinks are allowed within four (4) feet of the pool.
15. Ice coolers in excess of forty (40) cubic inches are not permitted in the pool area.
16. Portable swimming pools are not permitted in the pool area.
17. Shirts, swimwear, cover-ups, and footwear must be worn going to and from the pool area.
18. Bathers must wear proper bathing attire in the pool consisting of swim-shorts, or bathing suits in their entirety.

TENNIS RULES AND REGULATIONS

1. Mizner Court residents will have tennis court preference.
2. Persons under the age of thirteen (13) must be accompanied by an adult resident or lessee (over the age of 21).
3. All tennis participants must wear suitable shoes while playing.
4. Two residents playing together shall not schedule back-to-back times.
5. Tennis court times can be scheduled up to seven (7) days in advance.
6. Tennis court times can be reserved for 1-1/2 hours starting at 8:30 a.m. for singles or doubles. If no residents are scheduled to use the courts after your scheduled time, you may continue to use the court until the next scheduled resident arrives for their playing time.
7. Any resident using the tennis court must schedule ALL PLAYING TIMES by signing-up at the Security office on a seven (7) day scheduling board.
8. A clock has been installed on the courts to ensure proper starting times. If a resident or lessee does not appear within twenty (20) minutes after their scheduled start time, the court will be considered open and can be scheduled for the remaining time. In order for Security to monitor and keep nonresidents from walking-on, we are asking all residents or lessees to sign-up for playing times.

NOISE

1. Sound levels should be reduced between 9:00 p.m. and 9:00 a.m., particularly, noise that can be heard in your neighbor's condominium. A noise which is a source of annoyance to a resident or which interferes with the peaceful possession and proper use of a unit shall be considered a nuisance in accordance with the Declaration of Condominium for the Association.
2. Radios and TVs used on balconies must be kept on a low enough sound level so that they cannot be heard by your neighbors.
3. Residents must observe all building specifications provided by the architect regarding floor treatments. See Condominium Documents or check with Management prior to installation.
4. Flooring and Carpeting. See page 27.
5. To report a disturbance, please call the Security Office at 561-393-6466.

ANIMALS

1. A pet is a common, domestic household animal that is not on any endangered or protected species list, is legal to own and is not prohibited for any reason under any Federal, State, County, or City law.
2. One (1) pet which does not exceed twenty-five (25) pounds at maturity is permitted per Unit.
3. All pets must be registered with Management and wear a Mizner Court ID tag at all times. A current vaccination certificate and a photo of pet are required along with a \$750 Security Deposit and a Pet Approval Fee of \$200, which shall include the cost of said ID tag. Vaccination certificates must be updated pursuant to Florida law and given to Management.
4. When not inside the Unit, pets must be leashed. In addition, pets must be under the Owner's, lessee's or agent's control, at all times whether inside the Unit, within the common areas or outside the building on the property. No leash may exceed, or be extended beyond six (6) feet. This does not preclude the use of extendable leashes, provided that they may not be extended beyond six (6) feet while in the common areas.
5. Pets are not allowed in the pool areas except for the purpose of entering or exiting the building en route to and from the marina promenade.
6. Pets shall only ride in the service elevators, accompanied by their Owner or other person designated by the Owner, unless carried or in a pet carrier.
7. Pet waste must be promptly picked up, placed in a suitable container and placed in the proper trash or

garbage container.

8. Pets shall not create a nuisance or disturb the peace of any other Owner or lessee. This shall include, but not be limited to, aggressive behavior, biting, barking, crying, excessive noise and damaging property.
9. The Association can, but is not obligated to, remove any pet or take any other legal action, if any pet, Owner or lessee violates any rule or governing documents subject to the procedures set forth in said governing documents.

STORAGE ROOMS

1. Every Owner has an assigned storage locker, which must be maintained subject to good housekeeping practices.
2. Owners are prohibited from storing any items that create a fire hazard.
3. Property is stored at Owner's risk.
4. Items shall not be stored in the storage room outside the Owner's assigned locker.
5. A duplicate key to the locker padlock or combination lock information shall be kept along with the Owner's Unit keys with the Security office in the event access is needed to make repairs or any emergency in the Storage Room. In the event of such an emergency or repair, Management will cut the lock if it cannot access the storage locker. However, such lock will be replaced.

TRASH CHUTE ROOMS

1. Refuse must be tightly wrapped and bagged in plastic of sufficient strength and size to permit free-fall down the chute without the plastic garbage bag opening up.
2. Cans over one gallon in size and glass bottles should be washed and left neatly stacked in the trash room for housekeeping to collect. Newspapers should be neatly placed in the containers provided and must not be dropped down the chute.
3. For disposition of large items, call Management for assistance and direction.
4. To avoid undesirable odors, and sanitary reasons, use your garbage disposal for all "wet garbage".
5. Never throw cigarette or cigar butts down the chute.
6. Owners' housekeepers must be advised of these Rules and Regulations.

GRIEVANCES

As neighbors, we all have certain obligations to each other's well-being and comfort. If you have a problem, please try to resolve it person to person with the other party. If this is not possible put it in writing to the Board on the forms provided, sign your name and deliver it to the Management office or deposit it in the Suggestion Box.

AIR CONDITIONING CLOSETS

1. Storage of any items is prohibited in air conditioning closets.
2. Air conditioning closets must have a flood alarm on the floor at all times.

ARCHITECTURAL CONTROL

1. Owners shall not install any wiring, machines, air conditioning units or other equipment whatsoever on or to the balconies or the exterior of the building or protruding from the balconies, through the walls, windows or roof thereof. Dish antennas are permitted; however, they may not extend beyond the drip line of the balconies.
2. Owners shall not make any additions or alterations to any common elements, nor place or maintain thereon any signs, posters or billboards.
3. Owners shall not change the appearance of the common area hallways including, but not limited to, Unit doors and their finishes or hardware, adding signage, wall hangings, decorative furniture, etc. except pursuant to building specifications or to the holiday rules on page 10.
4. If, for disability or medical reasons, it is necessary to alter or change the hardware on the outside of the Unit entrance door, permission must be obtained from Management.
5. See Condominium Documents and consult with Management if planning any changes in floor coverings. Soundproofing requirements are specified in Association documents.

FINANCIAL RESPONSIBILITY

1. Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, and other charges authorized by the Board of Directors.
2. Late payments are subject to interest at the highest rate of interest permitted by law.
3. The Board of Directors has the duty to use liens or other legal means to insure that all Owners are current with their payments.

BICYCLES

1. Bicycle racks are provided in the parking garages. All bicycles should be stored only in this area.
2. Bicycles are otherwise prohibited in the building or grounds. Exception: However, bicycles may be stored in Owner's storage locker.
3. Bicycles kept in Units must be carried only on the service elevator.
4. Bicycles must be properly maintained (i.e.: not left in a deteriorated condition) or will be disposed of by Management.
5. No electric bicycles shall be stored in Units or the storage room, but must be kept only in the bicycle racks.

MAINTENANCE PERSONNEL

1. All employees at Mizner Court are hired by and remain under the direction of the Association. They are assigned specific duties and may not perform other work unless they have a work order issued by the Management office.
2. Should non-Association contractors or repairmen be authorized to make repairs within a Unit during the Owner's absence, Management should be advised, in writing, indicating entry to the Unit is authorized. Management is not responsible for supervision or approval of repair or other work performed by such contractors.

OTHER WORKERS

1. For your safety and security, we recommend not to give your Unit key to anyone, other than Family or House Guests.
2. Pest control service for common areas and all Units is regularly provided by the Association. The pest control applicator will be accompanied by Security and all residents are required to cooperate with access to their Units to effect complete pest control.
 - a. This service is provided on a monthly basis.
 - b. An exemption to this service will be made for those Owners that are allergic to the materials used. A doctor's letter must be supplied to Management for this purpose.
 - c. Those Owners that have a private service performing pest control must have that service at least monthly and have the service person sign in with Security to insure the service is being performed at the frequency required by the Association.

BULLETIN BOARDS

Mizner Court electronic bulletin boards are located in many locations in the building. A resident desiring to post a notice on the same should make a request to Management, the approval of which is in the discretion of Management. Residents shall not post notices except as set forth above.

GROCERY AND LUGGAGE CARTS

Grocery and luggage carts are provided for your convenience to transport items to and from your Unit. When using grocery and luggage carts and for transporting goods only use the service elevator. Glass enclosed elevators are for passenger use only.

These carts are located in the parking garages. After use they are to be returned to their designated areas as soon as possible, and should not be left in the elevators, hallways or your condominium. The carts are for resident use only and should not be made available to contractors.

HOUSEKEEPERS AND AIDES

Housekeepers and Aides for Owners and House Guests should be registered with the Security Office so that they can be permitted entry upon the premises. They must sign in and sign out with Security. Housekeepers and Aides are not permitted to use any recreational facilities, including the pools, pool areas and exercise and lounge rooms and must park in the outer parking area. An exception is made for aides accompanying residents needing their assistance.

REMODELING, REPAIRS AND CONSTRUCTION

There are two types of projects; (1) those that fall under architectural control and require prior approval by Management and (2) those that only require notification.

1. Projects that fall under architectural control are covered in this section of these Rules and Regulations and pages 36 and 37 of the Declaration of Condominium Document. Examples are removing or changing any wall, partition, pipe, installing or changing any hard flooring (i.e.: not carpet changes), or any construction that might affect or change any common element. **The form “Request for Architectural Modifications” must be submitted to the Management office and approved before any work is started, and shall be accompanied by \$750 to offset the cost of processing by Management.**
2. Examples of projects that only require notification are: Painting and wall paper hanging, installation of carpeting, and other projects where workmen will be on the property more than one (1) day.

A deposit to cover any potential damage to a common element is required before any work is started. If any carpets in the common areas require cleaning, an amount sufficient to cover that cost will be deducted from the deposit.

The following rules apply to decorators, contractors, and workmen. A prospective bidder should be made aware of these rules before bidding a project. Copies are available in the Management office.

1. All work must be done only Monday through Friday. In addition, no work may be done on Christmas day, New Year’s Day, Good Friday, Easter, the first two days of Passover, the two days of Rosh Hashanah, and Yom Kippur. Deliveries, routine service and workmen who are giving estimates or proposals are allowed during these periods. EMERGENCY REPAIRS ARE PERMITTED AT ANY TIME., proved you notify Management which will inform Security. After Management office hours please inform Security directly.
2. Decorators, contractors and workmen may enter a Unit with tools and equipment at or after **8:00 a.m.** All decorators, contractors, and workmen must sign in and out with the Security Office in the 120 Building and must leave either a form of ID or other suitable item, such as car keys. Parking will be in a designated outside area. See Security Guard for authorized parking area and instructions for loading and unloading.
3. All decorators, contractors, and workmen shall only use the service elevators.
4. Decorators, contractors, and workmen should be out of the building by 5:00 p.m. An extension up to one (1) hour may be permitted to complete work. However, no work that produces noise is allowed after 5:00 p.m.
5. The Association requires that Owners only employ contractors who are properly licensed by a proper authority and have appropriate permits and insurance. For structural, mechanical, electrical and plumbing work, only properly licensed contractors may be used. All contractors performing work must

provide the Association with a copy of their license prior to inception of work.

6. While work is performed, all Unit doors (hallway and patio) are to be kept closed.
7. Please notify Management in advance when moving equipment in or out of the building so that protective pads can be installed in the elevator.
8. All trash or other debris must be removed from the Unit being worked on, and removed from the premises or placed in an area designated by Management. The trash room and chutes are **not** to be used for this purpose.
9. Gasoline operated compressors are not permitted on the premises.
10. Owners are liable for any damage done to the common areas in connection with the work being done. An amount sufficient to repair the damage will be deducted from the deposit. Owners are also responsible for damage done to adjoining units resulting from the work being done. If deductions exceed the amount of the security deposit, Management may require a further security deposit before work can continue.
11. If carpeting is to be used in bedrooms, a carpet pad of a minimum weight of eighty (80) ounces or the equivalent of 6 lbs. must be installed. Floors in bedrooms and other areas of units may be covered by a hard surface but must be lined with a sound deadening material such as Proflex RCU 250 or equivalent. The Association requires that if hard flooring is being installed, Management be permitted access to the Unit during installation and upon completion of the work. All plans, specifications, and sample of this material must be submitted to Management before work is started.
12. In addition to the periods specified in paragraph 1 of this section, work requiring architectural control is prohibited from November 16th through April 30th. We understand that there may be smaller tasks like painting, replacing appliances or emergency work during the prime season. However, construction and major installations or any work that causes noise that can be readily heard by other residents is not permitted.

**MIZNER COURT CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL MODIFICATION APPLICATION FORM**

Date : _____

Unit #: _____

OWNER (APPLICANT): _____

TELEPHONE #: (HOME) _____ (WORK) _____

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include materials and colors used as well as size.):

THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH THIS APPLICATION FORM: COPY OF CONTRACT, CONTRACTORS CURRENT CERTIFICATE OF INSURANCE NAMING MIZNER COURT AS ADDITIONAL INSURED, SECURITY DEPOSIT OF \$1500 FROM THE OWNER, CONTRACTOR'S LICENSE, ARCHITECT'S PLANS, DRAWING AND/OR JOB SPECIFICATIONS. ALL REQUIRED DOCUMENTS MUST BE SUBMITTED BEFORE APPLICATION WILL BE CONSIDERED FOR APPROVAL. NO WORK MAY COMMENCE WITHOUT ASSOCIATION APPROVAL AND CITY OF BOCA RATON BUILDING PERMIT.

I / We hereby make application to **MIZNER COURT CONDOMINIUM ASSOCIATION, INC.** for the above-described item to be approved in writing.

I / We understand and acknowledge that approval of this request must be granted before work on the modification may commence and that if modification / installation is done without the approval of the Association, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

I / We understand and acknowledge that floor protection must be installed in the common areas on Monday mornings and removed before the end of the working day on or before Friday. Floor protection specifications are at the discretion of the Association.

1/ We agree to allow access to building staff to inspect unit while under construction to ensure building requirements are met and work is performed as per submitted application.

Applicant: _____ Date: _____

For Office Use Only

Application Approved ☐

Application Denied ☐

X _____ Date: _____

Approval subject to a copy of the permit being submitted prior to work commencing when applicable. Work is not permitted between November 16th and April 30th.

UNIT MAINTENANCE

It is the responsibility of each Owner to maintain the Owner's Unit so that other units or common areas are not adversely affected.

In view of the problems arising from mold which is particularly common in this climate, Owners should ensure that the level of humidity in their Unit is controlled so as not to encourage the growth of mold.

1. Any water leaks inside the Unit must be stopped without delay.
2. Owners are required to maintain the interior of their Unit at all times in a manner that would prevent the development of mold. In the event that mold growth occurs in the Unit, the Owner must take immediate action to remove the mold and sterilize the Unit, and the Owner and/or occupant must also immediately notify the Association in accordance with the notice provisions contained herein.

Every Owner, including an Owner who does not reside in his or her Unit, has the affirmative duty to take reasonable precautions to prevent the Unit from becoming a source of mold and other hazardous pollutants. Every Owner, including an Owner who does not reside in his or her Unit, is required to routinely and periodically inspect the Unit to ensure the absence of mold, water, moisture, leaks, and other conditions that could harm the Unit, other units and common elements.

By the way of example and not limitation, Owners are required to take the following steps in connection with their obligation to maintain their Unit:

- a. Visually inspect all appliances within the Unit and all related hoses and connections for condensation and leaks at least monthly in order to ensure that these are all in proper working order.
- b. Properly ventilate all Units, including, but not limited to, kitchens and bathrooms, by using exhaust fans and air conditioning.
- c. Open doors between rooms to increase air circulation in the Unit including doors to closets.
- d. Not block or cover any heating, ventilation, or air-conditioning ducts, vents and intakes and keep furniture and furnishings away from such ducts, vents, and intakes.
- e. Engage a qualified, licensed, and insured contractor, approved by Management, to service, maintain, inspect, clean and repair all major appliances, including, but not limited to, air conditioners, ventilation systems, humidifiers and dehumidifiers at least annually.
- f. Empty, clean and dry refrigerator, dehumidifier and all other drip pans and filters on a continuous and regular basis and to de-ice and defrost all freezers and ice making devices at least annually.
- g. Have the air conditioning and humidistat operating to maintain a temperature not lower than fifty-five degrees Fahrenheit (55°F) and not higher than seventy-six degrees Fahrenheit (76°F) and indoor relative humidity between thirty percent (30%) and fifty-five percent (55%) at all times

h. When a Unit is expected to be or is vacant or unoccupied for a period of thirty (30) consecutive days or more, the Owner must take the following steps:

- i. Turn off the main water supply to the Unit, and the individual water supply to the refrigerator and dishwasher, as well as any other device in the unit utilizing the water supply, except emergency or life-saving devices such as fire sprinklers.
- ii. Turn off the electric power to the water heater, being careful not to turn off power to the air conditioning, humidistat, smoke detectors, carbon monoxide detectors, emergency lighting or other emergency or life-saving devices.
- iii. Arrange to have someone routinely and periodically inspect the Unit, in order to maintain a continuous and meaningful presence in the Unit, to determine whether any mold, moisture, water leaks, or damage has occurred. If any mold, moisture, water leak, or damage is found, the Owner and/or occupant **must take immediate action** to remove the mold, moisture and water, sterilize the Unit, without causing further damage to the Unit, any other unit, or the common elements, make all appropriate repairs, and must notify the Association immediately in accordance with the notice provision contained herein.

Owners and occupants are required to immediately report to the Association, in writing, any event that could lead to the proliferation of mold, or evidence of mold. The following events, by way of example and not of limitation, must be reported:

- a. Any evidence of a water leak or water infiltration or excessive moisture in the Unit or in the common elements.
- b. Any evidence of mold within the Unit that cannot be completely removed with a common household cleaner or any evidence of mold in the common elements.
- c. Any failure or malfunction of any heating, ventilating, air conditioning, humidistat, or similar device serving the Unit or common elements.

PRECAUTIONS

1. Read instruction booklets for all appliances.
2. Clean or change air conditioning filters every 3 months.
3. Avoid contact with sprinkler heads in your condominium as well as those in common areas. Contact Management immediately if there is a problem.
4. Handle entrance door (and other doors) with care when windows are open to avoid slamming.

5. The Owner is required to maintain a presence in the Unit by having the Unit checked at least monthly while away.
6. Have the air conditioning and humidistat operating to maintain a temperature not lower than fifty- five degrees Fahrenheit (55°F) and not higher than seventy-six degrees Fahrenheit (76°F) and indoor relative humidity between thirty percent (30%) and fifty-five percent (55%) at all times
7. Call Security for assistance when an emergency arises.
8. Set your alarm when leaving your Unit.
9. Lubricate hardware and locking mechanisms on patio doors semi-annually. The maintenance of windows, doors, glass, hardware, and caulking is the responsibility of the Owner.

LOBBY AND PUBLIC AREAS

1. When wearing bathing suits, cover ups and shoes are required when leaving or entering the building.
2. Shoes are required while in any common area.
3. Dripping bathing suits and wet feet are prohibited when entering the building or elevators.
4. Sawing, drilling or construction work is not permitted on common areas by any Owner or his employee or contractor except as permitted by Management in designated areas and with appropriate cleanup arrangements made.
5. Only Owners, lessees, legal permanent occupants, and their authorized guests are permitted to use the glass elevators. Contractors, employees, trades people, delivery personnel, etc. must use the service elevators.

**CLOSING CONDOMINIUMS FOR LONG PERIODS OF ABSENCE
(MORE THAN 30 DAYS)**

1. Owners and lessees are required to turn off master water shut valve in A/C closet (if you need help, please notify the Management Office [561-393-6466]) and turn off hot water heater circuit breaker. The A/C must be left on. **ISOLATING THE WATER SOURCE WILL ELIMINATE THE POTENTIAL FOR A WATER LEAK FROM THE PLUMBING IN YOUR UNIT AND LEAVING THE AIR CONDITIONING ON WILL HELP PREVENT MOLD.**
2. Have the air conditioning and humidistat operating to maintain a temperature not lower than fifty-five degrees Fahrenheit (55°F) and not higher than seventy-six degrees Fahrenheit (76°F) and indoor relative humidity between thirty percent (30%) and fifty-five percent (55%) at all times.
3. Clean stove and refrigerator.
4. Remove all garbage.
5. When turning off circuit breakers in condominium, be sure to leave air conditioning breaker on.
6. Furniture and plants should be removed from balconies.
7. Activate condominium alarm.
8. Remove ice cubes and turn off ice maker.
9. Run garbage disposal to clear out drain.
10. Leave closet doors slightly ajar to discourage mold and mildew growth.
11. Advise Management and Security when leaving for long periods of time.
12. Leave set(s) of car keys with Management if you plan to leave a car parked on property in the event moving is necessary for repairs or emergencies.
13. Inform Management of alternative address and phone number(s).
14. Clean weep holes in balconies before leaving in order to prevent water backup or any problems on your balcony.
15. All pantry dry goods, including breads, crackers, cereals and the like shall be removed from the Unit to prevent infestations originating from such foods.

The Association has made every effort to compile a good list of instructions for keeping your property in good condition. Some residents may have special situations unique to their units that require different action. Suggestions herein are not intended to be complete or always applicable in all cases. With this in mind, the Association disclaims liability for any damages resulting from following these suggestions.

USE OF THE MARINA AREA AND BOAT SLIPS

1. All vessels will comply with current Coast Guard Safety Requirements and Regulations.
2. The rules of the road and the Navigation Laws of the United States apply to all vessels in or approaching berthing areas.
3. Only seaworthy vessels properly registered or documented and under their own power will be admitted to berthing areas.
4. All owners must maintain their vessels in operable condition and in a state of constant readiness for movement. The use of hydro-hoists and whips is prohibited. Installation of fendering is permitted only after approval by Management, and must follow style and positioning presently existing in the slips. Owners of vessels whose propulsion machinery is inoperative for a period in excess of 48 hours must notify Management immediately and of the action being taken to place the machinery in operation as soon as possible.
5. Noise should be kept to a minimum at all times. Discretion in operating engines, generating plants, radios (earphones only), televisions (earphones only), other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance. No disorderly conduct by owner, crew or any guests shall be permitted at any time. Rigging shall be secured in such a manner as to prevent noise.
6. Docks are to be kept clear at all times. Lockers, chests, cabinets, or similar structures shall not be constructed on docks. Storage of loose material, supplies, debris, or gear is not permitted. Hoses, lines and shore power cords should not cross piers, and should be neatly contained when not in use.
7. It shall also be the responsibility of owners to keep their vessels in such condition that they do not become unsightly or dilapidated. Decks of all vessels berthed at the Mizner Court Condominium Marina shall be kept free and clear of debris.
8. Refuse and garbage is not to be thrown overboard. Oil, spirits, inflammables and oil bilges may not be discharged into the water.
9. The use of charcoal burners, gas welders, gas torches, or any open flame-producing equipment, except within the vessel (e.g., cook stoves, lamps, and lanterns) is prohibited. No refueling may be accomplished within the marina. Fuel shall be stored only in tanks integral to the vessel. There shall be no storage of any flammable substance on or near the piers or bulkheads.
10. Engines shall not be idled in the marina to avoid noise and air pollution.
11. Swimming or diving for recreation or pleasure from Marina piers or bulkheads is prohibited.
12. Laundering and drying of laundry on docks, decks or vessel's rigging is not permitted.

13. Business or professional services may not be conducted aboard vessels. Advertising signs and the solicitation of business or sale of merchandise are also prohibited
14. Signs of any type are not allowed on vessels other than the name of the vessel.
15. Owners are responsible for all damage caused by their vessels.
16. Owners are allowed reasonable latitude regarding the care and maintenance of their vessels. Work above the rail or in the interior of the vessel may be performed if it presents no hazard and creates no nuisance. Hull repairs, major engine repairs and overhauling, sanding and painting from the rail down, major carpentry and rebuilding projects are strictly prohibited. Repairs to the maintenance of gear and equipment shall not be permitted on the docks. No work may be accomplished on the piers which may result in damage, scarring, or staining the surface of the piers, nor obstruct passage of pedestrian traffic.
17. All owners will comply with the Federal Water Pollution Control Acts particularly 33 U.S.C. Section 1321 and 33 U.S.C. Section 1322 and all other applicable Federal, State, County and Municipal laws and regulations. Owner shall be responsible for any damage caused by violations of any such laws and regulations.
18. Any arcing, sparking, disruption or problems with electrical shore power to any vessel should be immediately reported to Management. All owners will discontinue use of electrical shore power if arcing, sparking, or disruption or problems with the shore power service occurs. Any owner who continues to use electrical shore power will be responsible for any damage caused. No owner shall make any alterations or modifications to any electrical outlet used for servicing his vessel with shore power. Shore power cords and connectors shall be compatible with the shore based electrical service outlet and shall comply with all applicable codes and regulations. Any questions about proper installation should be directed to Management.
19. The Association has the right to limit the use of outside contractors or laborers to perform maintenance or repairs on owner's vessel(s). See section on contractors Page 8.
20. Owner agrees to maintain the exterior of the vessel in a neat and orderly manner so as not to detract from the overall appearance of the marina.
21. When a hurricane watch is issued, all boats docked at Mizner Court must be evacuated. The owner is required to advise Management with an acceptable plan to insure the timely evacuation of his vessel. Should the owner fail to promptly remove a vessel from the Association's dock after a tropical storm or hurricane watch has been issued, the association will proceed to remove the vessel to protect the docks, private property, and the environment. Such removal will be undertaken at the expense of the vessel owner and statutory notice according to section 327.59(3) will be provided.
22. No vessel will be permitted to raft one to another or outside of marina pilings. Slips shall accommodate only one (1) vessel.
23. NO live-a-board persons in excess of 12 hours will be permitted in vessel.

24. No leasing of slips will be permitted except to an owner of a Unit or a lessee who has been registered and approved by the Association. Boat slip owners who wish to transfer/assign a boat slip must get approval in writing from the Association, except when transferring/assigning the boat slip as part of selling the unit to a purchaser who has been approved by the Association.
25. These Marina Rules and Regulations may be supplemented by the Board of Directors from time to time, on behalf of the Mizner Court Condominium Association.
26. Each Owner shall be responsible for the payment of his own electricity bill.
27. Vessels may not exceed the maximum length assigned to a particular slip.
28. All vessels shall be insured with minimum of \$1,000,000 "Protection and Indemnity" (P & I) (Watercraft Liability) and appropriate Hull Insurance to cover full replacement value. Copies of all insurance policies and registration shall be provided to Management. Further, all registration and insurance information given to the association must be updated by the dock tenant, within five (5) days, every time any information provided to the association is outdated. All registration and insurance information must be updated at least annually and as requested by the Board of Directors (or any Dock master) from time to time.
29. Each slip owner will be assessed for and shall pay to the Condominium Association a Marina Fee. This fee shall be the slip owner's pro rata share of the expenses for the upkeep and maintenance of the marina area which will be determined in accordance with an estimated operating budget for such expenses which will be established annually by the Mizner Court Condominium Association, and which may be modified from time to time as necessary to compensate for increases in budgeted expenses or unforeseen or unexpected expenses.
30. All boats docked at Mizner Court must dock stern in with one exception: Boats thirty (30) feet or under, with one engine and not requiring electrical connection may dock bow in.
31. Fishing from the docks is strictly prohibited.

USE OF MARINA HOUSE/GUEST BOAT SLIP

Mizner Court has two (2) guest boat slips, one in the North Marina (#N12) and one in the South Marina (#S 12), that are available for the exclusive use of our residents. The following are rules pertaining to the use of these slips:

Long Term Usage (not intra-day):

If a resident, guest, or lessee wants to use a guest slip, it may be used with prior reservations made through Management. If an Owner with a boat has a need to dock their boat on a temporary basis, arrangements can be made subject to the following rules:

1. Contact Management in advance so the slip may be reserved.

2. Complete name, description, proof of ownership, and a copy of the insurance for the vessel, must be provided on an application form for use of the slip by the Owner or lessee.
3. The temporary use would be subject to the same rules that pertain to the boat slip owners.
4. The guest using the slip would be subject to a charge of \$25 per day regardless of the amount of time actually spent at the slip.
5. The slip and area must be left in the same condition as found.
6. A deposit of \$50 will be required at the time reservations are made.

Intra-day Usage:

If a resident of Mizner Court is expecting guests to arrive by vessel, a guest slip may be used on a first come, first serve basis. Security or Management should be consulted to determine if any of the slips are available and if so, proper identification of the user will need to be provided.

The slip may be used on a temporary basis for mooring the vessel only. There will be no electricity or water provided.

HURRICANE PROCEDURES

A **Hurricane Watch** is issued by the National Hurricane Center when hurricane conditions in our area are possible within 36 hours.

Once a **HURRICANE WATCH** has been issued by the National Hurricane Center Management will commence preparations to safeguard Mizner Court property from potential storm damage according to the **Mizner Court Hurricane Manual**.

1. Once the storm passes, a designated security person will report on-site to the Security Office and will, until such time as full staffing is resumed, take appropriate action to ensure that the Mizner Court safety and security needs are being addressed. All personnel will report on-site as soon as possible after the storm passage to take charge.
2. Should Mizner Court be severely impacted by a hurricane, there may be a loss of communication. In this, information will be posted to the web site as soon as possible at www.miznercourt.com.
3. An exterior and interior inspection of the building will be made to determine the extent of storm damage to both the common areas as well as individual units. At the earliest possible time, Owners not in residence will be advised of the extent of damage to their unit. **NOTE: As a part of unit preparation by seasonal residents, please ensure that refrigerators/freezers are not left with food products that will spoil in the event of an extended power outage.**
4. The Mizner Village gates will be open and gatehouse unmanned during the period of the mandatory evacuation. Once the storm has passed and the evacuation order lifted, security will reopen the gatehouse and provide security services as soon as possible.

In advance of the hurricane season, Management, with Board participation, will make every effort to negotiate a contract with a security services firm to provide qualified personnel to be on-site at Mizner Court for the duration of a mandatory evacuation

The **Mizner Court Hurricane Manual**, which is available in the Mizner Court Security & Management Office, provides extensive information and recommendations that may be of value to residents when making preparations for a hurricane.

HURRICANE SHUTTERS

1. Owners not having hurricane shutters installed who plan to be absent during the hurricane season, which is defined as the period June 1st through November 30th, are responsible for removal of all moveable patio or balcony materials prior to leaving for the hurricane season. If it becomes necessary for Association personnel to remove such material, Grand View owners will be charged \$200 and all other Owners \$100. Furthermore, the Association assumes no responsibility for returning those materials to the patios or balconies.
2. Owners having standard hurricane shutters, as approved by the Board of Directors, may close their shutters during the entire hurricane season. For those Owners who depart during the hurricane season (after June 1st) and have closed their shutters, they will so notify Mizner Court Management. For those Owners who depart prior to the hurricane season and/or return after the season (November 30th), need to make arrangements to have their shutters closed upon the issuance of a Hurricane Warning and reopen their shutters not later than November 30th. **ALL SHUTTERS MUST BE OPENED BY NOVEMBER 30TH.** If a vendor is designated to open and close shutters, the Owner shall furnish the Association with the name(s) of such vendor. The Association is not responsible for contacting or arranging for such services on behalf of the Owner.
3. Optional use of the shutters by Owners for the storm conditions is the sole responsibility of the Owner and the Association assumes no responsibility for ensuring either the opening or closing of the shutters.

GENERAL INFORMATION

Management Office Equipment (Fax and Copier):

1. Fax machine use is \$5.00 for outgoing (1-3 pages) and \$1.00 for each additional page. For incoming, the first four (4) pages are free. Five (5) or more pages are \$2.50.

Fax and copy equipment is available for use during working hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

RULE CHANGES

Pursuant to the Condominium Documents, the Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, at its option and consistent with the Condominium Documents, shall be necessary or desirable for the safety and protection of the building and its occupants, to promote cleanliness and good order of the premises and to assure the comfort and convenience of the Members.

By Order of the Board of Directors of
MIZNER COURT CONDOMINIUM ASSOCIATION, INC.