

FLORAL LAKES COMMUNITY ASSOCIATION, INC.

15301 FLORAL CLUB RD, DELRAY BEACH, FL 33484

PHONE: (561) 638-1330 FAX: (561) 638-1397

NEW RESIDENT WELCOME PACKET - FORMS

Thanks in advance for your cooperation in completing all pages of the included package

DATE OF INTERVIEW: _____

NAME OF APPLICANT(S): _____ # OF APPLICANTS: _____

ADDRESS TO BE PURCHASED: _____

COPY OF DRIVERS LICENSE OR GOVERNMENT ID: _____

HAVE YOU EVER LIVED IN A COMMUNITY WITH AN HOA? _____

DO YOU HAVE PETS? _____ HOW MANY? _____ HAVE YOU PROVIDED A PHOTO COPY OF YOUR PET? _____

- **PETS MUST BE LEASHED. OWNERS MUST PICK UP AFTER THEIR PETS. STRICTLY ENFORCED.**
- **THE MAXIMUM WEIGHT FOR A PET IS 40LBS AT MATURITY. UP TO 2 PETS ARE ALLOWED.**
- **VACCINATION DOCUMENTATION IS REQUIRED.**
- **ALL PAPERWORK FOR "SERVICE ANIMALS" AND/OR "EMOTIONAL SUPPORT ANIMALS (ESA)" MUST BE ON FILE BEFORE OCCUPANCY. ESA'S REQUIRE A LETTER FROM A LICENSED MENTAL HEALTH PROFESSIONAL IN YOUR CURRENT STATE OF RESIDENCE OR THE STATE OF FLORIDA.**

DID YOU RECEIVED A SET OF THE ASSOCIATION DOCUMENTS PRIOR TO CLOSING? _____

YOU MUST REGISTER WITH THE OFFICE AFTER YOU CLOSE IN ORDER TO ACCESS THE PROPERTY. WE NEED A COPY OF THE WARRANTY DEED, RESIDENT SECURITY FORM AND HOMEOWNERS INSURANCE. (PAGES 6 & 7)

YOUR "INFORMATION" PACKAGE INCLUDES RULES & REGULATIONS THAT NEED TO BE FOLLOWED (AMONG OTHER REQUIREMENTS). ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE PROPERTY MANAGER - FLORALLAKESMGR@CAMPBELLPROPERTY.COM

_____ WELCOME TO FLORAL LAKES AND IMPORTANT INFORMATION. (PAGE 3 & 4)

_____ ITEMS YOU SHOULD RECEIVE AT CLOSING AND IMPORTANT PHONE NUMBERS. (PAGE 5)

_____ **ALL MODIFICATIONS PERFORMED TO THE EXTERIOR OF THE HOME MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. (ACC RULES & REGULATIONS PAGES 19-25)**

_____ OWNERS ARE RESPONSIBLE TO ENSURE THEIR HOMES ARE IN COMPLIANCE WITH ALL CURRENT HOA RULES AS WELL AS PALM BEACH COUNTY ORDINANCES. **OWNERS ARE RESPONSIBLE FOR THEIR LANDSCAPE BEDS, TO INCLUDE ADDING MULCH AND/OR DECORATIVE ROCK.**

_____ NO CHILDREN UNDER THE AGE OF 18 ARE ALLOWED AS A PERMENANT RESIDENT. CHILDREN UNDER 16 MUST BE ACCOMPANIED BY A HOMEOWNER AT THE CLUBHOUSE AND ANY AMMENTIES. (PAGE 11)

_____ AUTHORIZATION FORM FOR AUTOMATIC WITHDRAWLS. (PAGE 5 OF THIS DOCUMENT)

_____ **COMMERCIAL TRUCKS OR MOTORCYCLES, 18-WHEELER DELIVERIES, PODS, AND DUMPSTERS ARE PROHIBITED. (PARKING RULES ARE ON PAGE 15)**

_____ OWNERS MUST OWN THEIR UNIT FOR AT LEAST 2 YEARS BEFORE IT CAN BE RENTED. LEASE TERMS ARE MINIMUM 6 MONTHS IN DURATION; ONE LEASE PERMITTED PER CALENDAR YEAR. SECURITY DEPOSIT MUST BE ON FILE PRIOR TO TENANT OCCUPANCY.

_____ **OWNERS MUST ALWAYS MAINTIAN HOMEOWNERS INSURANCE AND FILE A COPY WITH THE ASSOCIATION OFFICE. (PAGES 6&7)**

_____ GENERAL USE OF THE COMMON AREA AND RECREATIONAL AREAS. (PAGES 11-15)

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FREQUENTLY ASKED QUESTIONS

- WHAT ARE MY VOTING RIGHTS? ONE VOTE PER UNIT.
- WHAT RESTRICTIONS EXIST ON MY RIGHT TO USE MY UNIT? VISITORS MAY VISIT FOR UP TO TWO WEEKS AT A TIME OR FOR 30 CALENDAR DAYS IN A YEAR BEFORE SCREENING AND APPROVAL BY THE HOA IS REQUIRED. CHILDREN UNDER AGE OF 18 CANNOT BECOME RESIDENTS OF FLORAL LAKES. ALL RESIDENCES MUST HAVE A RESIDENT WHO IS AT LEAST 55 YEARS OLD.
- HOW MUCH ARE MY HOA FEES AND WHEN ARE THEY DUE? MONTHLY HOA FEES ARE DUE ON THE 1ST OF THE MONTH AND THE CURRENT FEES ARE \$426.00. A \$25.00 LATE FEE IS APPLIED IF PAYMENT IS RECEIVED AFTER THE 14TH OF THE MONTH.
- DO I HAVE TO BE A MEMBER OF ANOTHER ASSOCIATION? NO
- AM I REQUIRED TO PAY RENT FOR LAND-USE FEES FOR RECREATIONAL OR OTHER COMMON-USE FACILITIES? **NO. HOWEVER, OWNERS ARE RESPONSIBLE FOR THEIR OWN BEHAVIOR. ANY DAMAGE TO ASSOCIATION PROPERTY WILL BE ASSESSED TO THE APPLICABLE HOMEOWNER. VIOLATIONS INVOLVING OWNERS, THEIR FAMILY MEMBERS, GUESTS, INVITEES, OR TENANTS WILL BE THE RESPONSIBILITY OF THE APPLICABLE HOMEOWNER. IF ALL ASSOCIATION RULES ARE FOLLOWED, NO DEPOSIT OR RENT FOR LAND-USE OR COMMON-USE FACILITIES ARE REQUIRED. OWNERS WHO RENT THEIR PROPERTIES FORFEIT THEIR COMMON-USE RIGHTS TO THEIR TENANTS.**

I HAVE BEEN INFORMED OF, READ AND AGREE TO ABIDE BY THE FLORAL LAKES COMMUNITY ASSOCIATION RULES AND REGULATIONS, OF WHICH THE ABOVE ARE AN EXAMPLE. I FULLY UNDERSTAND THE INFORMATION PROVIDED TO ME AND HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS I HAVE REGARDING THE COMMUNITY. I ACKNOWLEDGE THAT THE ASSOCIATION IS GOVERNED BY SPECIFIC DOCUMENTS, WHICH I HAVE OR WILL PURCHASE FROM THE ASSOCIATION.

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

INTERVIEWED & APPROVED BY

SIGNATURE OF WITNESS

NOTE: THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCED, EXHIBITS HERETO, THE SALES CONTRACT AND THE ASSOCIATION DOCUMENTS.

ALL FLORAL LAKES POLICIES ARE DETAILED IN THE DECLARATION OF COVENANTS, RESTRICTION AND EASEMENT, THE BYLAWS, THE ARTICLES OF INCORPORATIONS AND THE RULES AND REGULATIONS (COLLECTIVELY THE "GOVERNING DOCUMENTS"). YOU MAY NOT RELY ON ANY STATEMENT, PROMISE WAIVER, REPRESENTATION, OR APPROVAL FROM THE ASSOCIATION, OR ANY AGENT, BOARD MEMBER, COMMITTEE MEMBER, PROPERTY MANAGER, OR INTERVIEWER THEREOF, WHICH IS IN CONFLICT WITH THE GOVERNING DOCUMENTS MUST BE IN WRITING AND SIGNED BY THE ASSOCIATION TO BE VALID.

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Resident Information / Security Registration

DATE: _____

CHECK ONE

NEW RESIDENT	TENANT	REPLACEMENT	UPDATE

OWNER(S) NAME: _____ PROPERTY _____ ADDRESS: _____

PRIMARY PHONE	CELL PHONE	EMAIL

MAILING ADDRESS, *if applicable*

ADDITIONAL OCCUPANTS:

EMERGENCY CONTACT #		
NAME:	RELATION:	
ADDRESS:		
CONTACT PHONE #:		

EMERGENCY CONTACT # 2		
NAME:	RELATION:	
ADDRESS:		
CONTACT PHONE #:		

YEAR	MAKE	MODEL	PLATE	BARCODE #	VIN

OFFICE USE

BARCODE # _____ BARCODE # _____ BARCODE # _____

VEHICLE INFORMATION VERIFIED BY: _____

APPROVED BY: _____

SIGNATURE

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PERMENANT GUEST LIST INFORMATION

DO YOU WISH TO BE CALLED [YES / NO] OR TEXTED [YES / NO] (PLEASE CIRCLE ONE)

IF "YES", PLEASE PROVIDE YOUR PHONE NUMBER OF CHOICE : _____

IF RESTRICTIVE LIST AUTHORIZED DAYS AND TIMES BELOW:

LAST NAME, FIRST

[] CHECK HERE IF YOU AUTHORIZE ALL DAYS AND AT ALL TIMES. IF

RESTRICTIVE LIST AUTHORIZED DAYS AND TIMES BELOW:

LAST NAME, FIRST

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LAST NAME, FIRST

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RESTRICTIVE LIST AUTHORIZED DAYS AND TIMES BELOW:

LAST NAME, FIRST

[] CHECK HERE IF YOU AUTHORIZE ALL DAYS AND AT ALL TIMES. IF

RESTRICTIVE LIST AUTHORIZED DAYS AND TIMES BELOW:

CAMPBELL PROPERTY MANAGEMENT
1215 E. HILLSBORO BLVD, DEERFIELD BEACH, FL 33441
(954) 427-8770 Fax: (954) 427-6692

ACH / EFT AUTOMATIC WITHDRAWAL FORM
AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWALS

ASSOCIATION: _____ **MAINTANANCE: \$** _____

EFFECTIVE MONTH: _____ **ACCOUNT#** _____

I (we) hereby authorize Campbell Property Management / my Association and its bank, to initiate automatic withdrawals (debits) 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 withdrawals is scheduled to occur on the fifth or the first business day after the fifth of the month/quarter in which maintenance is due. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

BANK NAME: _____ **DEBIT AMOUNT: \$** _____

ROUTING / ABA# _____ **BANK ACCT #:** _____
(9-digit number on lower left side of check)

This authority is to return 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.

SIGNATURE 1: _____ **DATE:** _____

SIGNATURE 2: _____ **DATE:** _____

PRINT NAMES: _____

ADDRESS: _____ **CITY, STATE, ZIP** _____

PHONE: _____

YOU MUST ATTACH A VOIDED CHECK TO THIS

Mr. John Smith 123 Dolphin Ave Deerfield Beach, FL 33441		100
Pay to the order of: _____		Date _____
VOID		\$ cents
MEMO _____		
313071910 ABA (ROUTING) #	85500006542432 BANK ACCT #	

RETURN COMPLETED FORM TO:
Email: AR@CampbellProperty.com

Email Consent

Pursuant to F.S. 718.112(2)(d)(6) for condos and F.S. 720.303(2)(c)(1) for HOAs, please be advised that all notices and other communications related to the Association will be transmitted electronically to the electronic mail addresses of record for all owners within the Association who have provided electronic mail addresses to the Association and who consent to receive notice by electronic communications. Electronic dissemination will be the primary method of communications for the Association. By transmitting notices via electronic communications, the Association will be able to reduce postage costs while providing information to owners in a reliable and efficient manner.

By filling out the information below, you consent to receive communications from the Association by electronic mail. Communications includes but are not limited to notices, budgets, announcements, violations, statements, coupons, assessment information, etc. You also agree that pursuant to statute, you are solely responsible for removing or bypassing filters that block receipt of mass emails sent to members on behalf of the Association.

☐ By checking this box, I authorize Campbell Property Management and/or the Floral Lakes Community Association, Inc. to communicate with me via electronic transmission.

☐ By checking this box, I do not authorize Campbell Property Management and/or the Floral Lakes Community Association, Inc. to communicate with me via electronic transmission.

Association Name: Floral Lakes Community Association, Inc.

Property Address: _____

Owner Name(s): _____

Email: _____

If you change your email address at a later date, you will still be considered opted in for electronic communication unless you confirm in writing that you would like to opt out.

Signature

Date: _____

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9. Posted course rules must be followed.

TENNIS AND PICKLE-BALL COURTS

1. TENNIS COURT USE:

- a. PLAYERS SHALL PLAY AT THEIR OWN RISK
- b. All players must sign the Athletic Waiver prior to playing.
- c. The tennis courts will be open for play from 7:00 A.M. to 11:00 P.M.
- d. No organized/league play before 11:00 A.M.
- e. Ball machine use on weekend mornings must end by 8:00 A.M. or begin after 11:00 A.M.

2. TENNIS COURT RULES:

- a. Floral Lakes residents have priority for play whether doubles or singles.
- b. Advance sign-up for weekend morning tennis (8:00 A.M. to 11:00 A.M.) can be made starting the Wednesday prior.
- c. Outside of these weekend morning hours, play is on a first-come, first-served basis.
- d. **Residents can bring up to 3 guests. The resident must be on the court playing at the same time as their guests.**
- e. Residents may sign up for themselves only. The person signing for the group must be one of the players for that group.
- f. Players may not sign up for another time slot the same day until they complete current play.
- g. Court time shall be forfeited if players do not show up within fifteen (15) minutes of the reserved time.
- h. As a courtesy, players who have signed up and cannot play for any reason should have their names removed from the sign-up sheets.
- i. If the court loses play ability during reserved time, playing time shall not be extended if other players are waiting or have reservations.

Use of tennis courts shall also be governed by all other applicable Rules & Regulations adopted by the Board, including but not limited to those concerning the "General Use of Common Areas and Recreational Area."

After each violation, a warning will be issued to each member of the team involved. After two (2) violations, a fine will be issued. **Those disrespecting rules may have their privileges suspended or revoked.**

3. SPECIFIC TENNIS COURT USE RESTRICTIONS:

- a. The tennis court is restricted to the playing to tennis and pickle-ball **ONLY**.
 - i. Roller skates, skateboards, roller blades, bicycles, scooters, (balls other than tennis balls) and other play or exercise equipment will be prohibited on the tennis courts.
 - ii. Food, smoking, and intoxicants will **not** per permitted on the tennis courts.
 - iii. Pets are **not** permitted on tennis courts.
- b. The courts must be left in a clean and orderly condition. All belongings will be removed from the tennis court area when play is completed. The Management Company and the Association will not be responsible for belongings lost or stolen.
- c. Chairs are not permitted on the courts, other than those provided.

4. CODE OF CONDUCT FOR THE TENNIS COURTS:

- a. Players or spectators shall not use boisterous or profane language.
- b. Entering or leaving a court shall occur when the play of other players is between points.
- c. Proper attire shall be worn at all times. Shirts must be worn on the tennis courts and only tennis shoes with non-marking soles can be worn.
- d. Floral Lakes scheduled tennis activity and pickle-ball activity that is open to the community has preference over all other activities.

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RULES AND REGULATIONS FOR PICKLE-BALL

1. PICKLE-BALL COURT USE

- A. PLAYERS SHALL PLAY AT THEIR OWN RISK
- B. **All players must sign the Athletic Waiver prior to playing. No organized/league play before 11:00 AM.**
- C. Proper attire shall be worn at all times. Shirts must be worn on the courts and only tennis shoes with non-marking soles can be worn.
- D. Reservations for the pickle-ball court follow the same rules as reservations for the tennis courts. See Tennis Court Rules (Section 3.)
- E. No food, breakable containers, or intoxicants are allowed in the court area.
- F. No smoking or pets allowed.
- G. No profane language or unsportsmanlike conduct allowed in pickle-ball area.
- H. Owners are responsible for the behavior of their family members, guests, invitees, and tenants, and will be held responsible for any damages.
- I. The Association, Board of Governors, and Management are not responsible for lost or stolen items.
- J. Violations will result in a warning issued to each member involved. After two (2) violations, a fine will be issued.

PARKING PROCEDURES

PARKING AND TRAFFIC REGULATIONS. The Association shall from time to time, promulgate parking regulations and traffic regulations which shall be posted conspicuously.

Vehicles must park on the street with 2 wheels in the rain gutter. Vehicles must not park more than one foot away from the grass.

Vehicles must park on the right side of the street, parking with the flow of traffic. Alternate side parking will be observed as follows:

ODD month parking will be on the side of the street corresponding with ODD house numbers.

(i.e.; January – month 1 ODD MONTH ODD SIDE PARKING, 123 Floral Lakes Blvd)

EVEN month parking will be on the side of the street corresponding with EVEN house numbers.

(i.e.; February – month 2 EVEN MONTH EVEN SIDE PARKING, 124 Floral Lakes Blvd)

Residents must park far enough into their driveway so as avoid blocking the sidewalk. Parking is not allowed on the sidewalks, in front of driveways, in front of or blocking mailboxes, within 15 feet of a fire hydrant, within 20 feet of an intersection or within 30 feet of a Stop sign. Owners are responsible for the behavior of their family members, guests, invitees, and tenants.

REFERENCE THE PARKING RULES IN THE DOCUMENTS (ARTICLE XI USE RESTRICTIONS, SECTION 3) AS WELL AS THE RULES AND REGULATIONS ITEM 13.7.

****ANY GUESTS THAT ARE VISITING FOR AN EXTENDED PERIOD OF TIME (EXCEEDING 2 CONSECUTIVE WEEKS OR THIRTY DAYS IN ONE CALENDAR YEAR) IS CONSIDERED A RESIDENT AND MUST BE SCREENED AND APPROVED BY THE ASSOCIATION AND REGISTER AT THE OFFICE (PHOTO ID AND VEHICLE INFORMATION).**

NOTE:

- ALL OVERNIGHT GUESTS EXCEEDING 72 HOURS MUST OBTAIN A PARKING PASS FROM THE OFFICE • GUESTS EXCEEDING 72 HOURS CAN PARK IN THE BACK OF THE CLUBHOUSE AT ANYTIME (WITH PARKING PERMIT ONLY)
- GUESTS EXCEEDING 72 HOURS MAY ALSO PARK AT THE SATELLITE POOL ONLY FROM DUSK TO 8AM - CAR MUST BE REMOVED BY 8AM (WITH PARKING PERMIT ONLY)

COMMERCIAL VEHICLES ARE NOT PERMITTED OVERNIGHT. MOTORCYCLES, 18-WHEELER DELIVERIES, PODS, AND DUMPSTERS ARE PROHIBITED.

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**FLORAL LAKES COMMUNITY ASSOCIATION ("ASSOCIATION")
TENNIS, PICKELBALL and ATHLETIC ACTIVITIES
PARTICIPATION AGREEMENT FORM**

Please Print:

Name: _____ Name: _____
Street Address: _____
City/State/Zip Code: _____
Phone: _____ Phone: _____
Email Address: _____ Email: _____

My Physical Health is:	Excellent	Good	Fair	Poor
My Spouses Physical Health is:	Excellent	Good	Fair	Poor

Pickleball, Tennis and Athletic Activities (all such programs are hereinafter individually and/or collectively referred to as the "Program").

A. The Association is willing to allow the Program to occur provided that: (i) the Participants comply with all applicable Association policies, procedures, rules, regulations and standards, and (ii) the undersigned execute and deliver this Release to the Association, individually and on behalf of all Participants.

B. The execution and delivery of this Release by the undersigned to the Association is a material provision to the Association's agreement to allow the Program to occur. Without the execution and delivery of this Release, the Association would be unwilling to permit the Participants to participate in the Program.

In consideration of the Associations agreement to allow the Program to occur, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the undersigned hereby agrees as follows:

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1. Each of the undersigned understands that he/she is responsible for each Participant's safety while the Participants participate in the Program and agrees to familiarize fully each Participant with all information necessary for Participants to participate safely in the Program.
2. Each of the undersigned fully understands that physical exercise can be strenuous and may subject the Participants to serious injury and/or death. The undersigned hereby agrees and acknowledges that each Participant has received the advice of a licensed physician prior to participating in the Program. The undersigned hereby agrees that no Participant will participate in any Program if a licensed physician has not approved the Participant's participation in the Program. Additionally, the undersigned agrees that Participants will only participate in the Program when the Participants are physically able to do so. Notwithstanding the foregoing, Participant agrees and acknowledges that the Association has no obligation to verify that any Participant has obtained the necessary approval from a licensed physician.
3. The undersigned, individually, on behalf of the Participants and on behalf of Participants' family, successors, heirs, agents, personal representatives, and assigns, realizes that participation in any Program involves risks of injury and/or abnormal responses, including but not limited to soft tissue or muscle strains/sprains, heat stress, head and spine and related musculoskeletal trauma, abnormal blood pressure, fainting, chest discomfort, heart attack, drowning, or even death. The undersigned, individually, on behalf of the Participants and on behalf of Participants' family, successors, heirs, agents, personal representatives, and assigns, also recognizes that there are many other risks of injury, including serious disabling injuries, that may arise due to participation in the Program and that it is not possible to list specifically each and every individual injury risk. However, knowing the material risks, that such risks may result from Participant's own actions, the actions of others, or a combination of both, and reasonably anticipating that other injuries and even death are a possibility, the undersigned, individually, on behalf of the Participants and on behalf of Participants' family, successors, heirs, agents, personal representatives, and assigns, hereby expressly assumes all risk of injury or death to any Participant, whether or not delineated herein which could occur by reason of any Participant's participation in the Program.
4. THE UNDERSIGNED, INDIVIDUALLY, ON BEHALF OF THE PARTICIPANTS, AND ON BEHALF OF PARTICIPANTS' FAMILY, SUCCESSORS, HEIRS, AGENTS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HEREBY AGREES AND ACKNOWLEDGES THAT THE ASSOCIATION HAS PROVIDED SUFFICIENT CONSIDERATION TO THE UNDERSIGNED TO ENTER INTO THIS RELEASE. AS CONSIDERATION FOR THE ASSOCIATION TO ALLOW THE PROGRAM TO OCCUR, AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND AS A MATERIAL INDUCEMENT FOR THE ASSOCIATION TO ACCEPT THIS RELEASE AND OFFER THE PROGRAM TO PARTICIPANTS, THE UNDERSIGNED DOES HEREBY FOREVER VOLUNTARILY RELEASE, WAIVE, RELINQUISH, SURRENDER, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, AGENTS, MANAGEMENT COMPANY, ATTORNEYS, INSURERS AND EMPLOYEES (INDIVIDUALLY AND/OR COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH THE UNDERSIGNED AND/OR ANY PARTICIPANT EVER HAD, NOW HAVE, OR WHICH THE UNDERSIGNED, ANY PARTICIPANT OR ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF

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THE UNDERSIGNED OR ANY PARTICIPANT HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE RELEASED PARTIES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RELATED TO THE PROGRAM. THE UNDERSIGNED FURTHER EXPRESSLY AGREES THAT THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY INJURIES OR ANY DAMAGE TO THE UNDERSIGNED, THE PARTICIPANTS, THE UNDERSIGNED'S AND/OR PARTICIPANTS' PROPERTY, FAMILY, SUCCESSORS, HEIRS, AGENTS, PERSONAL REPRESENTATIVES, AND ASSIGNS, OR BE SUBJECT TO ANY CLAIM, DEMAND, INJURY OR DAMAGES, WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FROM INACTION, WILLFUL ACTS, OMISSIONS, OR ACTS OF PASSIVE, ACTIVE OR GROSS NEGLIGENCE ON THE PART OF THE ASSOCIATION OR ANY RELEASED PARTY.

5. As additional consideration for the Association to offer the Program to Participants and to allow Participants to participate in the Program, the undersigned hereby agrees to indemnify and to hold harmless the Released Parties against any and all losses, claims, damages and/or expenses, including reasonable attorneys' fees and costs, related to the Program and/or any Participant, whether direct or indirect. This indemnification also includes any and all losses, claims, damages and/or expenses, including reasonable attorneys' fees and costs, for any damage to any property of the Association, any property of any third-party, any property of the undersigned or the Participants and any injury to any individual which occurs as a direct or indirect result of the Program or which the undersigned or any Participant causes, either directly or indirectly. The Released Parties, in their sole discretion, shall select counsel to defend any action pursuant to this indemnity, the cost of which shall be borne by the respective Participant.

6. If any provision of this Release is found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then the provision shall be deemed to be automatically deleted from this Release and shall not affect the validity and enforceability of any remaining provisions.

7. The undersigned has sought the advice of an attorney of undersigned's own choice, or has had the opportunity to seek the advice of an attorney of undersigned's own choice but chose not to do so, prior to signing this Release. If any of the provisions of this Release require judicial interpretation, the undersigned hereby agrees that the court interpreting or construing the Release shall not apply a presumption that the terms of any provision shall be more strictly construed against the Association, as the undersigned has participated in the negotiation and preparation of this Release.

8. This Release and any disputes arising under or related to it will be governed and interpreted pursuant to the laws of the State of Florida, without regard to its conflicts of law rules, and venue for any such actions shall be in Palm Beach County, Florida. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE UNDERSIGNED, BY EXECUTION HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THE UNDERSIGNED OR ANY PARTICIPANT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RELEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ASSOCIATION TO ACCEPT THIS RELEASE AND TO OFFER THE PROGRAM TO THE PARTICIPANTS.

THE UNDERSIGNED HAS CAREFULLY READ THIS RELEASE AND FULLY UNDERSTANDS ITS TERMS. THE UNDERSIGNED SIGNS THIS RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY

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NATURE AND INTENDS FOR THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, the undersigned executes this Release on _____, 20____.

Signature: _____

Name: _____

Signature: _____

Name: _____

TWO WITNESSES

Witnesses' signature: _____

Witnesses' name: _____

Witnesses' signature: _____

Witnesses' name: _____