

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK  
ACKNOWLEDGEMENT**

By this instrument, I, \_\_\_\_\_, hereinafter referred to as "First Party", hereby release Cypress Lakes Preserve Homeowners Association, Inc. (the "Association"), its management company, and each of their directors, officers, members, agents and employees, hereinafter referred to collectively as "Second Party", with regard to my use of the fitness center and exercise equipment, as well as my participation in any exercise classes, programs or activities in which I may otherwise participate at Cypress Lakes on the Association's Property, all locations and equipment hereinafter collectively referred to as the "Facilities". First Party recognizes and acknowledges that utilizing the Facilities for this purpose is voluntary. In consideration for the benefit of participation, First Party represents that:

1. First party is an individual who is an official owner or tenant of an owner at the Association or an instructor, who is 18 years of age or older and is responsible for all of their own medical expenses.
2. First Party is submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of its own free will with full knowledge and understanding of its terms.
3. First Party understands and expressly assumes all the dangers incident to utilizing the Facilities and hereby release all claims, including, but not limited to, personal injury, property damage or destruction, and death, whether caused by negligence, breach of contract or otherwise, and whether for bodily injury, property damage or loss or otherwise, which First Party may ever have against the Second Party, any of its officers, directors, employees, agents, volunteers, assigns, or successors and any other person or entity participating in or associated with the use of the Facilities, as well as any supplier of materials and equipment employed in connection with the Facilities.
4. First Party agrees to assume all financial responsibility for any medical, rescue or other expenses that it may incur or may be incurred on his or her behalf, and agrees to defend, hold harmless and indemnify the Second Party, any of its officers, directors, employees, agents, volunteers, successors and assigns for any loss or damage, including any and all attorneys' fees and costs, that may be incurred by Second Party or anyone else on its behalf pursuant to an action or claim that is waived or barred by this release or waiver or any other claim arising out of an activity to which this release relates.
6. First Party agrees not to assert any claims and hereby releases, indemnifies and holds harmless the Second Party, its management company, and their directors, officers, members, agents and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including attorneys' fees, at both the trial and appellate level, arising out of or resulting from the use of the Facilities. This indemnification shall extend to all claims and damages, including, consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or injury to and destruction of real or personal property, including loss of use, arising out of or resulting from the use of the Facilities. This release and the indemnification provided herein shall extend even to those situations where the claims for damages to persons or property may be caused in whole or in part by any negligent act or omission of the Indemnified Parties.

7. This waiver, release and assumption of liability shall be binding upon First Party's successors, heirs, executors, and administrators.

8. First Party agrees to follow all Rules and Regulations regarding the use of the Facilities, and this waiver is revocable at any time by the Second Party in its sole discretion.

9. The First Party represents and warrants to the Second Party that the First Party does not have any physical or medical impairment which would prevent the undersigned from safely using the Facilities and any related equipment.

10. This agreement applies to any class, contest, games, function, competition, tournament or other activity operated, organized, arranged or sponsored by the Facilities or Association, whether at the Facilities or off the Cypress Lakes premises.

11. IT IS RECOMMENDED THAT PERSONS CONSULT WITH THEIR DOCTORS BEFORE STARTING ANY EXERCISE PROGRAM.

IN WITNESS WHEREOF, the undersigned have executed this Waiver and Release the day and year set forth herein:

Witnesses

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**CYPRESS LAKES PRESERVE HOA, INC. – FIELDSTONE**  
**GENERAL AND PROPERTY MAINTENANCE RULES AND REGULATIONS**

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The following Rules and Regulations have been approved by the Board of Directors and are binding all on HOA Members, residents and/or guests.

**Monthly Maintenance Fee Delinquency Procedure**

All Fieldstone Homeowners monthly maintenance fee is due on the 1<sup>st</sup> day of each month. Pursuant to Article 5, Section 5.8 of the HOA Covenants and Restrictions, the monthly maintenance fee is considered late if the payment is not paid within fifteen (15) days after the due date. Effective immediately, any homeowner accounts are delinquent in an amount greater than or equal to two months maintenance fees will be sent to the Association's law firm for collection.

Effective May 1, 2008, all homeowners who fail to pay the monthly maintenance fee on or before the 16<sup>th</sup> day of the month, will be charged a \$25.00 late fee. There is also an additional collection cost of \$5.00 that is charged by Continental. These fees will be due and payable with the monthly maintenance fee.

**Hurricane Shutters**

Exterior accordion shutters will be authorized for all windows as long as color scheme is white or in the same shade or color of the exterior of the house. All shutters and paint selections must be submitted to the Architectural Review Committee (ARC) for approval. Hurricane shutters may only be put up or in the case of accordion style shutters, may be closed, when our area is under a hurricane watch or hurricane warning. All hurricane shutters must be removed and stored away from public view within fourteen (14) days of the passing of the storm or in the case of accordion style shutters; all accordion style shutters must be placed in the open position within fourteen (14) days of the passing of the storm. If the shutters have not been removed or opened in the given time period, the homeowner(s) will receive a violation notice. If the matter is not resolved within seven (7) days of the notice, then the homeowner(s) will be notified that in five (5) days the management company will hire a maintenance crew to remove the shutters at the homeowner's expense. This expense will be treated as a special assessment against the lot and all means necessary to collect said assessment will be pursued as those described in the covenants and restrictions.

**Basketball Hoops**

One (1) portable basketball hoop is allowed on a Lot in the Fieldstone community as long as the homeowner(s) pull the basketball hoop to the edge of their garage each evening and/or when the portable basketball hoop is not in use. When in use, the portable basketball hoop must be placed no more than ten (10) feet from the edge of the garage. Permanent in ground basketball hoops will be allowed as long as they are installed in the following manner.

1. Basketball hoop must be installed on the garage side of the driveway, away from the front door.
2. No more than one (1) basketball hoop (permanent or portable) may be allowed on a lot.

**CYPRESS LAKES PRESERVE HOA, INC. – FIELDSTONE**  
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3. All permanent poles must be black and all backboards must be see through (i.e. plexi-glass).
4. The pole must be not more than 10 feet from the edge of the garage.
5. No chain nets are permitted, only nylon and white cotton.
6. All basketball hoops either permanent or portable must be maintained in good repair.
7. Any homeowner(s), whose basketball hoop is in violation of the above restrictions, will be issued a written violation notice. The homeowner(s) will have seven (7) days to remedy the violation, if no action is taken within the seven (7) days, the management company will provide the homeowner(s) with written notice that in five (5) days a crew will be hired to remove or repair the violation at the homeowner(s) expense. This expense will be treated as a special assessment against the lot and all means necessary to collect said assessment will be pursued as those described in the covenants and restrictions.

**Fences**

All fences must be submitted for approval by the ARC, the only fence option is Bronze colored aluminum rail. All other fences existing in the community that were approved by the builder are grandfathered in and are allowed to stay under the following criteria. Wood, Vinyl and all other fences that exist must be kept in proper repair, maintain aesthetically acceptable appearance as determined by the Board i.e. painted and kept in manner acceptable by the community that may in no way act as a detriment to the value of properties surrounding said fence. The homeowner(s) of any fence, which does not meet the criteria set forth by the Board, will be given written notice of need of repair or replacement. If no action is taken (contract with contractor) within seven (7) days of the notice, the management company will at such time advise homeowner(s) in writing, that in five (5) days a contractor hired by the management company will be on the property to fix, repair, repaint, or replace said fence at the cost of the homeowner. This expense will be treated as a special assessment against the lot and all means necessary to collect said assessment will be pursued as those described in the covenants and restrictions.

**Garbage Cans**

Homeowners will be authorized to store garbage/trash cans on the side of the house or garage as long as the storage area does not include a permanent structure and the surroundings must be completely landscaped from view from road and next door neighbor. All garbage/trash cans must have properly fitted lids. Violations will be handled in accordance to those stated in the covenants and restrictions of the Association.

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**Landscaping & Home Exterior Upkeep**

With regards to exterior maintenance and property upkeep, the owner of a Lot must maintain their property in accordance to Article 6, Sections 6.1 through 6.4 of the Covenants and Restrictions of our Association. All homeowner(s) whose property is found to be in violation of these rules will receive a written violation notice. If the violation is not resolved within the time stated on the violation notice, then homeowner(s) will be given a 14 day notice of a fine hearing. The fining committee and/or Board of Directors may also determine to send the homeowner(s) a written notice that in five (5) days the management company will hire a maintenance crew at the homeowner(s) expense to perform the necessary maintenance (mow, edge, trim, weed, etc.) to bring the property up to the community standard. This expense will be treated as an assessment against the lot and will therefore be subject to all necessary means to collect said assessment, including lien and foreclosure of said property, as per our governing documents.

**Fountains & Ornamental Lawn Ornaments and Statuary**

The installation of any fountains, lawn ornaments and/or statuary must be submitted to the ARC for approval and must meet the following guidelines. All fountains either new or existing must not exceed 72" in height and must be placed within a maximum of 10 feet from the front porch or steps. In addition, all fountains must be properly landscaped leaving no more than 25 % of the overall height of the fixture in view from the road. Any homeowner(s) whose property is found to be in violation of these rules will receive a written violation notice. If the matter is not resolved within seven (7) days of the notice, then the homeowner(s) will be notified in writing that in five (5) days the management company will hire a maintenance crew at the homeowner's expense, to perform whatever work is necessary to bring the property up to the community standard. This expense will be treated as a special assessment against the lot and all means necessary to collect said assessment will be pursued as those described in the covenants and restrictions.

**CYPRESS LAKES PRESERVE HOA, INC ~ FIELDSTONE**  
**CLUBHOUSE AREA RULES AND REGULATIONS**

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The following Rules and Regulations have been approved by the Board of Directors and are binding all on HOA members, residents and/or guests utilizing the below mentioned facilities.

**CLUBHOUSE**

- Hours of Operation 5:00am to 10:00pm – 7 days per week unless Clubhouse is being used or rented for an approved function.
- **NO SMOKING of any type.**
- Proper shirts and shoes must be worn at all times.
- No one under the age of 18 is permitted in the Clubhouse unless accompanied and supervised by an adult.
- No one is to sit on any furniture with a wet bathing suit.
- No food or drink inside the Clubhouse except during an approved function.
- No skate boards, bikes, scooters or skates of any type permitted in the Clubhouse.
- No loitering at the Clubhouse parking lot or common areas surrounding the Clubhouse as this constitutes a nuisance to the Community.

**FITNESS ROOM**

- Hours of Operation 5:00am to 10:00pm – 7 days per week, unless the Clubhouse is being used or rented for an approved function.
- **NO SMOKING of any type.**
- Proper shoes (no bare feet allowed), shirts and clothing must be worn at all times while in the Fitness Room. No open toe shoes or sandals of any type may be worn in the Fitness Room while exercising.
- Towels are required to wipe down equipment when you are done using the equipment.
- Limit of 30 minutes on all equipment if there are people waiting to use the equipment.

**Use of Fitness Room by Children (Age 11 years through 17 years)**

The Board of Directors approved the use of the Fitness Room by minor aged children of Fieldstone homeowners and/or residents pursuant to the following:

- **Before** a minor aged child (age 11 years through 17 years) can use the Fitness Room and it's equipment, the minor child's legal age parent(s) and/or guardian(s) **must sign and provide to the Association a Release of Liability and Indemnity Agreement.**
- After the Association receives the above-mentioned signed Release of Liability and Indemnity Agreement then that family's child/children ages 11 years through 17 years can utilize the Fitness Room **while they are supervised by a competent adult.**
- No more than two (2) children ages 11 through 17 can be supervised by the same adult.
- **No child under the age of 11 years** is permitted to use the exercise equipment in the Fitness Room.
- No person under the age of 18 years is permitted in the exercise room **WITHOUT** a competent adult to supervise them.
- For your safety, please consult a Physician before starting any exercise routine.

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CLUBHOUSE AREA RULES AND REGULATIONS**

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**POOL AREA**

- Pool Deck Hours of Operation 5:00am to 9:00pm.
- Swimming Pool Hours of Operation Dawn to Dusk (palm Beach County Regulation)
- No Smoking of any type.
- No lifeguard on duty, all persons swim at own risk.
- Children of Fieldstone homeowners/residents who are age 16 years or older and are competent swimmers, are permitted to use the swimming pool without adult supervision.
- No person under the age of 16 years is permitted in the pool without a competent adult of at least 18 years of age present at poolside.
- No family will have more than 6 guests (non-residents). Guests (No-residents) must be accompanied by a competent adult of at least 18 years of age present at poolside.
- No diving into pool.
- No running, pushing or rough playing permitted in pool area.
- No pets allowed.
- No eating or drinking permitted poolside, eating is permitted in patio area only.
- No grills or cooking of any type is allowed at the pool area or Clubhouse area exclusive of Community Activities and events.
- No glass or glass containers allowed anywhere on the pool deck.
- No skate boards, bikes, scooters or skates of any type permitted on pool deck or inside fenced area.
- Place all trash in proper container.
- Entrance Gate must be used for pool access and must be locked when leaving.

**TOT LOT** (Hours of Operation 8:00am to 9:00pm – 7 days per week)

- **NO SMOKING** of any type.
- No radios or audible devices.
- No pets allowed.
- No eating or drinking on equipment.
- Place all trash in proper containers.
- Playground is restricted for use by children age 10 years and under.

**Revision date: 5/16/2011**