RealManage

Guidelines for Leasing Property in Solivita

- **No new rental walk-ins will be processed in the Membership Office unless paperwork has been submitted and tenancy has been approved prior to their visit**. It is suggested that all paperwork listed below is provided at least two weeks prior to the start of the lease to allow time for tenancy approval. When provided via email to the Membership Office, acknowledgement of receipt will also contain approval for property being leased whenever possible.

- **Required Paperwork**

  - Age Verification Form, completed including signatures of all new residents
  - Driver Licenses for all new residents listed on the Age Verification Form
  - Solivita Auto Registration Form
  - State Registration Form for all cars, showing ownership or lessee for every vehicle
  - Informed Consent Agreement and Waiver for all new residents
  - PAR-Q Form for all new residents
  - Fully executed Lease which **must include mailing address of landlord and Lease Term.** Lease Terms cannot be month-to-month or revert to month-to-month, leases may not be assigned or sub-leased, and should be 3 months or more.
  - The property mailing address must be registered in the corporate office (other than the address of the rental home). Approval will be withheld until the mailing address has been changed and Membership will advise if it is not listed. Owners may change or validate correct mailing address by calling Customer Service at 855-490-1804.

- New Property purchases that are intended to be lease properties may have a delay in the timing of the lease start date. Paperwork must be processed in the corporate office database as the ownership information must match that on the lease. In these cases, that leases cannot start until one month after closing.

- **There must be at least one tenant living in the property that is 55 or better.** All tenants must be named on the lease, or named as also occupying the property, to be issued ID cards for the amenities and to have cars registered for License Plate Recognition.

- Homeowners may only lease their property when the Solivita Community Association and Solivita Club monthly fees are up-to-date and there are no open violations. This is part of the approval process by several departments that may take up to 48 hours or more to process and approve. Tenant move-in, Resident ID Badges and License Plate Recognition may be impacted if the property is not current with all fees.

- When Homeowners lease their Home, only the Tenants (those persons occupying the Home) shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues under the Solivita Club Plan, paragraph entitled, “Member.” Homeowners are transferring the Club privileges and the use of the transponders of this home over to the Lessee. Homeowners are not allowed to use their ID

Badges for this home during the term of the lease unless they own and occupy another Solivita property.

- It is the Homeowner's responsibility to be aware that Polk County requires all homeowners renting their property to register with them and submit copies of the lease to the Polk County Tax office. Depending on the length of the lease it is possible that homeowners will be responsible for taxes and/or fines if found non-compliant. See their website for all the details: http://www.polktaxes.com/ On their site, select: Taxes, Tourist Development Taxes and review different categories such as Vacation Home Guide, Requirements & Allowance, and Application.

- It is the Homeowner's responsibility to inform new tenants that there is a $50 Club Administrative fee assessed to new leases for one or two tenants. The fee increases to $75 if there is a third tenant and increases to $100 if there is a fourth tenant. The fee is due prior to issuing ID cards and activation of tenant records. Cash or credit card payment is acceptable.
    - Tenant records will not be visible to the gates until the fee has been paid in Membership. If Tenants plan to arrive on the weekend, fees can be submitted prior to arrival. As part of the process when entering pending records, Membership lists the tenants as visitors on the property for one week starting with the start date of the lease to allow access if the membership office is closed.
    - If the home is leased on a continuing basis, year to year, there is no additional fee until the home is leased to a different tenant.
    - This fee applies to lessees returning to lease the same or any other home for 3 months or more during the winter months, even if they have leased the same property before.
    - It is the responsibility of the tenant to return their ID cards, to the Membership office, at the end of the lease.

- It is the responsibility of the Homeowner to notify the Membership office if renewing the lease or when the tenant has vacated the property.
    - Picture ID cards and License Plate Recognition are both **programmed to deactivate at the end of each tenant's lease.** If a tenant cannot access a facility it is probably due to the fact their records have expired and lease renewal has not been submitted.
    - Homeowner ID's will be deactivated for the duration of the lease. When Membership is notified the tenant is gone, Homeowner ID's will be reactivated.
    - Please submit a copy of lease renewal to the Membership office located in the Administration building in the Village or by email at least two weeks prior to expiration.
    - If the lease is not being renewed, please notify Membership and return tenant ID cards to the membership office if in homeowner's possession.

- There is absolutely no obligation on the Club Owner's part to issue ID cards to anyone other than the homeowner.

- "The Declaration Book explains in Section 21 ***Use Restrictions, Sub-section 21.26 homes may be leased, licensed or occupied ONLY IN THEIR ENTIRETY and NO FRACTION OR PORTION MAY BE RENTED. No bed and breakfast facility may be operated out of a Home. INDIVIDUAL ROOMS OF A HOME MAY NOT BE LEASED ON ANY BASIS. NO TRANSIENT TENANTS MAY BE ACCOMMODATED IN A HOME. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes not comprising part of a Multi-Family Rental Building shall be provided to the Association. Leases of Homes forming a part of a Multi-Family Rental Building shall not be***

submitted to the Association unless the Association reasonably requests a copy of the same from the Owner of a Multi-Family Rental Building in connection with the enforcement of this Declaration or Rules and Regulations.

No Home, other than Homes within a Multi-Family Rental Building, may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Community Documents." **The (12) month period is NOT a calendar year. The year begins with the Lease Start Date.**

- When new Tenants visit Membership, they will be provided with a new resident membership packet with detailed information on the Solivita Community, phone directory, maps, etc. New Resident Orientations are offered weekly by APPOINTMENT ONLY. Appointments can be made by calling 863-420-5692.

- It is important to provide all car registration information as License Plate Recognition is the gate access system. There are cameras located in all resident lanes. The vehicle should be driven slowly up to the gate without stops and starts. The camera will read the information on the license plate and any ACTIVE records will allow entry. Do not try go through with another vehicle as the arms may not remain in the open position to allow your car to pass through. If Tenant records are active and gate access does not work properly, contact the Membership Office with: Date, time and name of gate. Membership will trouble shoot "read" errors on the gate cameras.

- Moving vans and trailers are not allowed to park overnight in resident driveways or on the streets. Parking permits can be purchased thru Membership for up to 4 nights only. PODS that are delivered to homes are only allowed on driveways and must contact the Compliance Department with delivery dates and length of time prior to delivery at 863-427-7032.

- Please remember to submit a completed Lease, and the forms above for all that will occupy the home. This information may be submitted to SOLIVITA@CIRAMAIL.COM or fax these documents to the Solivita Homeowners Association at 866-919-5696 .
  - **The application is validation that one person occupying the home is 55 or better**.
  - All occupants of the property should be listed on the lease and a form of identification for each attached.
  - These forms are included and also available at the Solivita Membership office and the Community Association office, which is located in the Administration Building, or on the SolivitaHOA Website.

For additional information, please contact the Membership office at 863-427-7143. Thank you for your cooperation.

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  - These forms are included and also available at the Solivita Membership office and the Community Association office, which is located in the Administration Building, or on the SolivitaHOA Website.

For additional information, please contact the Membership office at 863-427-7143, or 863-866-8690. Thank you for your cooperation.

REMINDER - 55+ SENIOR HOUSING RESTRICTIONS

As Solivita nears the developer's completion date and resales of existing homes remains steady, this is a good time to go over the rules relating to purchase of a Solivita home and the requirement that one person age 55+ must reside in the Solivita home.

According to the Master Declaration (provisions included below), Solivita homes are intended for housing a persons age 55+. The Master Declaration also includes restrictions on occupancy at section 44.2. That provision requires at least one person age 55+ to be a permanent occupant of the Solivita home at all times. The only exception to that requirement (the 20% hardship exception) is for the Qualifying Occupant's surviving spouse who is under age 55. The Master Declaration does not provide for additional exceptions to the age restriction.

Additionally, the Master Declaration at 44.3 states that while ownership of a Solivita Home is not restricted, the owners may not occupy that Home unless there is a permanent resident residing in the home who is age 55+.

SOLIVITA MASTER DECLARATION PROVISIONS

44.Senior Housing Restrictions.

44.1 General. The Homes within Solivita are intended for the housing of persons fifty- five (55) years of age or older. The provisions of this Section 44 are intended to be consistent and are set forth in order to comply with the Federal Fair Housing Amendments Act, 42 U.S.C. §3601, et seq. (1988), and the exemption therefrom provided by the Housing for Older Persons Act of 1995, 42 U.S.C. §3607(b)(2)(c), (as may be amended from time to time, the **"Act").** Developer or the Association shall have the power to amend this Section 44 without the consent of the Owners in order to make this Section 44 consistent with the Act, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder

or otherwise relating thereto, and any local ordinances regarding age restrictions, in order to maintain the intent and enforceability of this Section. The Association must ensure that at least 80% of the Homes shall be occupied by at least one person fifty-five (55) years of age or older per Home.

44.2 Restrictions on Occupancy

44.2.1 Each occupied home within Solivita shall at all times have as a permanent occupant therein at least one person who is fifty-five (55) years of age or older (the "**Qualifying Occupant**"); provided, in the event of a death of the person who was the sole Qualifying Occupant of a Home, the spouse of such Qualifying Occupant may continue to occupy the Home as long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy.

44.2.2 No persons who have yet to attain eighteen (18) years of age shall be permitted to reside in any Home within Solivita except as provided herein. Children under eighteen (18) years of age may be permitted to visit and temporarily reside in a home provided that such temporary residence shall not exceed thirty (30) days in any one calendar year. Only an Owner and his or her Immediate Family Members who are eighteen (18) years of age or older may permanently reside in a residence.

44.3 Sale, Lease or Transfer. Nothing in this Section 44 is intended to restrict the ownership of or transfer of title to any Home; **provided no Owner may occupy his or her Home unless the requirements of this Section 44 are met** nor shall any Owner permit occupancy of the Home in violation of this Section 44. Owners shall be responsible for including the statement that the Homes within Solivita are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above,

in conspicuous type in any lease, purchase and sale agreement, transfer documents or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the Lessee or purchaser. Without limiting the foregoing, Association has the right to withhold approval of any transfer or change in occupancy of a Home that will not result in occupancy of the Home by at least one person fifty-five (55) years of age or older. Every lease of a Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.

Rudy Bautista

AGE VERIFICATION FORM

Send Age Verification Form and other Documents immediately to Solivita Membership

RealManage

395 Village Drive, Kissimmee, FL 34759
SOLIVITA@CIRAMAIL.COM
Phone: 863-866-8690 or 863-427-7143
Fax: 863-496-4456

SOLIVITA

The Proposed Occupants named below, will occupy the following address located in the Solivita Active Adult Community

Address: _____ Kissimmee, FL 34759

Closing Date or Lease Term - From: To:

Solivita Community Association Inc. IS INTENDED TO BE OPERATED FOR OCCUPANCY BY PERSONS FIFTY-FIVE (55)YEARS OF AGE OR OLDER. Solivita Community Association Inc. IS OBTAINING THIS AGE VERIFICATION INACCORDANCE WITH THE HOUSING FOR OLDER PERSONS ACT (AS DEFINED IN THE FAIR HOUSING ACT, TITLE VIIIOF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED, 42 U.S.C. § 3601, ET SEQ.) AND THE REQUIREMENTS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Solivita Community Association Inc.

1) **Acknowledgment of Occupancy Requirements** The proposed occupants hereby acknowledge receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for **Solivita Community Association Inc.** and all amendments thereto ("CC&Rs"), and agree to comply with the CC&Rs, as amended from time to time, and any Rules adopted by the **Solivita Community Association Inc.** (the "Association") that govern occupancy requirements.

2) **Age Certification** The proposed occupants hereby certify that (i) the following person(s) 55 years of age or older occupy or will occupy the Residential Unit, (ii) no person under 18 years of age occupies or will occupy or reside in the Residential Unit, and (iii) the documentation listed below, which is used to verify the age(s) of the occupants, is valid and correct.

3) **Acknowledgment of Receipt of Golf Cart Rules** The proposed occupants hereby acknowledge receipt of a copy of the Golf Cart Rules.

4) **Acknowledgement of Receipt of Governing Documents** The proposed occupants hereby acknowledge receipt of a copy of the Governing Documents for Solivita which must be obtained thru the owners, public records or thru www.SolivitaHOA.com website (User Logon is NOT required for Document). The proposed occupants also understand and hereby expressly acknowledge it is their responsibility to read the governing documents for Solivita, including but not limited to, the recorded Amended and Restated Master Declaration for Solivita, Amended and Restated Solivita Club Plan, as amended and all rules/regulations related thereto.The proposed occupants hereby acknowledge and understand that by becoming an occupant of Solivita they are obligated to adhere to and comply with all the covenants and restrictions in the Solivita governing documents.

5) **Resale or Lease of Premises** Any owner agrees to deliver to any purchaser or lessee of the Residential Unit the CC&Rs and any Rules, shall notify the Association in the event of any change in occupancy and agrees to otherwise comply with the age restriction provisions set forth in the CC&Rs.

6) **I hereby certify that I am of legal age and am or will be a member of the household that resides or will reside at as set forth above, that I will not amend the proposed residents after any approval that may be issued, and that the above information is true and correct.**

Provide the Names, Birth Dates, & Email of ALL Proposed Persons occupying the Unit. Please Print & Sign.

1	Name	Birth Date	Phone Number
	Signature	Date Signed	Email Address
2	Name	Birth Date	Phone Number
	Signature	Date Signed	Email Address
3	Name	Birth Date	Phone Number
	Signature	Date Signed	Email Address
4	Name	Birth Date	Phone Number
	Signature	Date Signed	Email Address

A copy of age verification must be attached: driver's license, birth certificate, passport, immigration card, military identification or other similar evidence.

License Plate Registration Form

Submissions can be made directly to: SOLIVITA@CIRAMAIL.COM

Only Residents (Owners, Occupants & Tenants) registered with the Membership Department will be entered into the system.

Only Vehicles registered to a resident with a State or other Government Issued Registration presented as validation will be entered into the system.

State Registrations MUST be attached for entry into the LPR System.

- ☐ NEW REGISTRATION, Never Previously Registered
- ☐ RENTAL Car Term Start _____ Term End _____ Extend to _____
- ☐ REMOVE Car from record, enter car information below
- ☐ Same Car, NEW Plate
- ☐ ADDITIONAL Car, Add to Existing Car Records
- ☐ NEW Car, Same Plate, Replaces Make: _____Model_____
- ☐ NEW Car, NEW Plate, Replaces Make: _____Model_____

Any Resident with a rental vehicle will need to present a rental agreement with the necessary information as validation to be entered into the system.

Print Name	***Owner Signature***
SOLIVITA Address	***Joint Owner Name***
Phone	***eMail***

Please List below all vehicles requiring gate access.

ATTACH your State Issued Registration for each listed below for verification.

MAKE	MODEL	YEAR	COLOR	LICENSE PLATE NUMBER	Registration Verified by Administration

Date: **Registration Verified by:**

Copy State Registration for License Plate here

Golf Cart Rules

Pursuant to Florida Statutes Chapter 316 and Chapter 320, and the governing documents of the Solivita Community Association, Inc., the Association shall hereby implement and enforce all rules and regulations regarding the operation of Golf Carts, Low Speed Vehicles and Neighborhood Electric Vehicles (as defined herein) within the Community, as follows:

I. Definitions:

Golf Cart—A type of four-wheeled vehicle capable of speeds up to 20 mph in an unmodified state, as defined by Law. This shall include any unlicensed motor vehicle operated in the Community.

LSV—"Low Speed Vehicle," a type of four-wheeled vehicle designed for cart-friendly communities which is defined by Florida Law as capable of speeds over 20 mph but less than 25 mph in stock, unmodified condition.

NEV—"Neighborhood Electric Vehicle," a type of four-wheeled, electric vehicle which is categorized as an LSV by Florida Law.

Laws—All relevant federal, state, local and municipal laws including but not limited to the Florida Statutes including F.S. 316 and F.S. 320 governing Golf Carts, LSVs, and other vehicles and the use of such vehicles.

Community—The Community of Solivita, including all common areas of the Solivita Community Association, Inc.

Owner—Any Solivita home owner or tenant as defined by the Community governing documents.

Association—The Solivita Community Association, Inc.

Vehicle—A "vehicle" shall include a Golf Cart, LSV and NEV.

II. Use of Golf Carts and LSVs within the Community:

a. It is the responsibility of the vehicle owner to conform with all pertinent laws regarding the use and operation of a vehicle, including but not limited to insurance, registration and vehicle requirements It is the responsibility of the vehicle owner to understand all local, state and federal laws pertaining to vehicle use and operation. We recommend you contact your insurance professional and discuss what insurance coverage is available to you.
b. The Association shall enact, renew and enforce rules and regulations pertaining to the use of such vehicles within the Community.
c. All owners, members and guests are required to obey all posted traffic signs within the Community, including speed limit signs.
d. Golf carts shall be operated only by a driver 14 years of age or older.
e. LSVs shall be operated only by a driver 16 years of age or older who is licensed to drive within any state or territory of the United States of America.

Golf Cart Rules Continued

f. Use of vehicles within the Community shall comply with all Association rules pertaining to cart paths, sidewalks, roadways and parking areas.
g. Golf Carts, LSVs, Motorcycles, including Trikes (size no larger than 5ft. wide by 8.5ft. long) can park in designated cart parking spaces, not on sidewalks, breezeways and ramps. Motorcycles are not allowed to park on the grass. Other vehicles not classified as a Golf Cart, LSV or Motorcycle shall not be parked in designated cart parking areas, or in any area frequently used for Golf Cart, LSV, or Motorcycle parking. Any vehicle not defined as a Golf Cart or LSV shall not be operated on cart paths, sidewalks, or any other areas other than on roadways and parking lots.
h. Operation of any vehicle while under the influence of intoxicants, as defined by Law, is absolutely prohibited. Operators and/or owners may be subject to prosecution pursuant to state, county, or city laws.
i. The Association reserves the right to enforce and act upon all rules governing the use of any vehicle within the Community, including but not limited to towing, which will be at the expense of the Owner, member or guest. The Association may, at its discretion, review, change, or implement any rules as it sees fit in order to protect the Association's assets and property.

III. Registration

a. All Golf Carts and LSVs that are operated within the Community common areas, including all roadways, paths, and parking areas, must be registered with the Association every three years.
b. Use of an unregistered Golf Cart or LSV used within the Community may result in a fine of $10 per day until such vehicle is registered with the Association.
c. Registration stickers must be displayed on the driver side of the vehicle, either on the windshield or the vehicle body in the front of the vehicle.
d. Registration stickers may be transferred to a new owner or vehicle for a $1 fee when they remain on the original vehicle, or if they can be removed intact and reapplied. Transfers must be recorded with the Membership office.

IV. Insurance

It shall be the responsibility of the vehicle owner to conform to all insurance requirements of the State of Florida for any vehicle used within the Community. The Association shall not be responsible for verifying current insurance for any vehicle.

Any person using any vehicle, including but not limited to Golf Carts, LSVs, NEVs and automobiles, assumes all risks associated with the use and operation of such vehicle within the Community common areas and the Community; furthermore, by the act of using or operating a vehicle within the Community, the Owner, member, guest, or assignee (including but not limited to tenants) voluntarily agrees to release and hold harmless the Association, Solivita Club and Taylor Morrison or its agents, employees, and officers, for any loss, risk, damage to property, personal injury, or death that may occur as a result of the use or operation of a vehicle within the Community.

INFORMED CONSENT AGREEMENT AND WAIVER

RESIDENT NAME:_____ I AM A RENTER: YES / NO

RESIDENT NAME:_____ I AM A RENTER: YES / NO

RESIDENT NAME:_____ I AM A RENTER: YES / NO

RESIDENT NAME:_____ I AM A RENTER: YES / NO

SOLIVITA ADDRESS:_____

Thank you for using the Solivita Club and Club Facilities as such term is defined in the Amended and Restated Solivita Club Plan recorded in Official Records Book 9142, Pages 1678-1725 of the Public Records of Polk County, Florida and the Amended and Restated Master Declaration for Solivita recorded in Official Records Book 9142, Pages 1843-2018 of the Public Records of Polk County, as amended (collectively the "Community Documents"). A copy of the Community Documents are available at https://www.solivitahoa.com/pdf.php?lFileID=8938. Hard copies are available upon request and with proper ID. The owner and management of the Solivita Club and Club Facilities require your understanding and cooperation of safety and health considerations by reading and signing this Informed Consent and Waiver Agreement (this "Consent").

I declare that I intend to use some or all of the activities and services offered by the Club and Club Facilities (including but not limited to the various fitness center(s) within the Solivita Community (the "Fitness Center") and I understand that each person (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my use of the Club, Club Facilities and the Fitness Center and fully understand and agree that I will use the same at ***my own risk***, and this includes, without limitation**,** any portion of any information or instruction I may receive and/or facilities or equipment I use. I have read and agree to comply in all respects with the written rules and regulations for use of the Club, Club Facilities and Fitness Center.

I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or service of the Club and Club Facilities (including the Fitness Center), and/or the use of any equipment therein brings with it my assumption of those risks, which include, without limitation, the results which may stem from this choice.

I also recognize that by participating in the activities and services offered by the Club and Club Facilities (including those within the Fitness Center), or by using any equipment therein, I may experience potential health risks and I willfully assume those risks. I acknowledge my obligation to immediately seek medical assistance if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer during and/or after my use of any amenities in the Club and Club Facilities, including, without limitation, the Fitness Center. I understand that I may stop or delay my participation in any activity if I so desire and will immediately stop if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer during and/or after my use of the Fitness Center or any other amenities and/or property of the Club and/or Club Facilities.

Under no circumstances does the owner of the Club and Club Facilities have any obligation or responsibility to provide any staff whatsoever within the Fitness Center or any other Club Facilities, and part of my agreement to use the Fitness Center (or any other Club property and/or Club Facilities) includes my understanding and acknowledgement that the owner of the Club and Club Facilities, including the Fitness Center, has no obligation to provide any staff, or that any staff that is provided will not be expected to provide any medical assistance or to otherwise recognize or advise me with regard to any issues.

Notwithstanding the foregoing, if and to the extent I am requested to stop and rest by an employee who observes any symptoms of distress or abnormal response (without any obligation or expectation to do so), then I will comply with such directions. I do hereby fully and completely assume all risk and responsibility for my participation in activities, and utilization of equipment and machinery in my activities.

My assumption of risk herein explicitly includes, without limitation and in addition to the health and fitness risks associated with use of the Fitness Center and the equipment therein the inherent risk and danger associated with using exercise equipment and machinery and any and all damage or injury that may result in connection with my use thereof. I agree not to use any machinery or equipment unless and until I have been full trained as to the proper use and technique thereof, and in such event, I do fully and explicitly assume any and all risk associated therewith.

On behalf of my heirs, beneficiaries, dependents and personal representatives, I do hereby agree to release, indemnify and hold harmless Taylor Morrison and Realmanage, and all of their respective affiliates, subsidiaries,officers, directors, shareholders, partners, members, employees, agents and assigns, including the instructor or person directly involved with the facilities in the Club and/or Club Facilities, for any matter whatsoever with regard to any injuries,claims, costs, demands, judgments, expenses, damages, and responsibilities which may occur from my usage, activities and involvement at the Fitness Center or any other Club Facilities and Club services in the Solivita Community.

I DECLARE THAT THE TERMS OF THIS CONSENT HAVE BEEN COMPLETELY READ, ARE FULLY UNDERSTOOD, AND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING IT. I VOLUNTARILY ACCEPT THIS INFORMED CONSENT AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, RELATED TO THE ABOVE STATED PARTIES AND THE ACTIVITIES DESCRIBED ABOVE.

IF THE PARTICIPANT IS A **MINOR**, THEN THE GUARDIAN SIGNING ON BEHALF OF THE MINOR BELOW AGREES TO EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN ON BEHALF OF THE MINOR AS IF THE MINOR HAS EXECUTED THIS CONSENT AND IN ADDITION TO THE INDEMNITY SET FORTH ABOVE, EXPLICITLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TAYLOR MORRISON AND Realmanage, AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES,OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS AND ASSIGNS,INCLUDING THE INSTRUCTOR OR PERSON DIRECTLY INVOLVED WITH THE FITNESS CENTER, FOR ANY MATTER WHATSOEVER WITH REGARD TO ANY INJURIES, CLAIMS, COSTS, DEMANDS, JUDGMENTS, EXPENSES, DAMAGES, AND RESPONSIBILITIES WHICH MAY OCCUR FROM SAID MINOR'S USAGE, ACTIVITIES AND INVOLVEMENT AT THE FITNESS CENTER OR ANY OTHER CLUB PROPERTY AND CLUB FACILITIES. I agree that Electronic Transfer (i.e. PDF, email and scan) of this Waiver will be treated and relied upon by all party's original authentic signature.

Name (Please Print)	Signature	Date
Name (Please Print)	Signature	Date
Name (Please Print)	Signature	Date
Name (Please Print)	Signature	Date

PAR-Q & YOU

Physical Activity Readiness Questionnaire - PAR-Q

Regular physical activity is fun and healthy and increasingly more people are becoming active every day. Being more active is safe for most people, however, some people should check with their physician before increasing their physical activity. Before increasing your physical activity, please answer the questions below.

Read each question carefully and answer each one honestly: check YES or NO.

YES	NO	
☐	☐	**1. Has your doctor ever said that you have a heart condition and should only be physically active with a doctor's recommendation?**
☐	☐	**2. Do you feel pain in your chest with physical activity?**
☐	☐	**3. In the past month have you had any chest pain while doing physical activity?**
☐	☐	**4. Have you ever lost consciousness or do you lose your balance because of dizziness?**
☐	☐	**5. Do you have bone or joint issues (i.e. back, knee or hip) that could worsen with activity?**
☐	☐	**6. Are you currently prescribed drugs (i.e. water pills) for blood pressure or a heart condition?**
☐	☐	**7. Do you know of any other reason why you should not perform physical activity?**

If you answered YES to one or more questions:

Talk with your doctor BEFORE you becoming more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want as long as you build up gradually. Or, you may need to restrict your activities to those which are safe for you, based on your doctor's recommendation.
- Find out which community programs are safe and helpful for you.

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure you can:

- Start becoming more physically active. Begin slowly and build up gradually. This is the safest and easiest way.
- Take part in a fitness appraisal to determine your basic fitness so that you can plan the best way for you to live actively. It is also highly recommended that you have your blood pressure evaluated. If your reading is over 144/94, talk with your doctor before becoming more physically active.

Delay becoming more physically active if:

- You are not feeling well due to a temporary illness such as a cold or fever. Resume when you are feeling better.
- You are or may be pregnant. Consult with your doctor before becoming more active.

If your health changes so that you then answer YES to any of the above questions, consult your doctor before continuing your activity regimen.

NO changes to the PAR-Q are permitted. If you health changes, please complete a new form.

"I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction."

NAME: _____ DATE: _____/_____/_____

SIGNATURE: _____

Note: *This physical activity clearance is valid for a maximum of 12 months from the date it is completed and become invalid if your health changes so that you can answer YES to any of the questions.*

If this PAR-Q is given to a person prior to participation in a physical activity program or fitness appraisal, it may be used for legal or administrative purposes.

PAR-Q & YOU

Physical Activity Readiness Questionnaire - PAR-Q

Regular physical activity is fun and healthy and increasingly more people are becoming active every day. Being more active is safe for most people, however, some people should check with their physician before increasing their physical activity. Before increasing your physical activity, please answer the questions below.

Read each question carefully and answer each one honestly: check YES or NO.

YES	NO	
☐	☐	**1. Has your doctor ever said that you have a heart condition and should only be physically active with a doctor's recommendation?**
☐	☐	**2. Do you feel pain in your chest with physical activity?**
☐	☐	**3. In the past month have you had any chest pain while doing physical activity?**
☐	☐	**4. Have you ever lost consciousness or do you lose your balance because of dizziness?**
☐	☐	**5. Do you have bone or joint issues (i.e. back, knee or hip) that could worsen with activity?**
☐	☐	**6. Are you currently prescribed drugs (i.e. water pills) for blood pressure or a heart condition?**
☐	☐	**7. Do you know of any other reason why you should not perform physical activity?**

If you answered YES to one or more questions:

Talk with your doctor BEFORE you becoming more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want as long as you build up gradually. Or, you may need to restrict your activities to those which are safe for you, based on your doctor's recommendation.
- Find out which community programs are safe and helpful for you.

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure you can:

- Start becoming more physically active. Begin slowly and build up gradually. This is the safest and easiest way.
- Take part in a fitness appraisal to determine your basic fitness so that you can plan the best way for you to live actively. It is also highly recommended that you have your blood pressure evaluated. If your reading is over 144/94, talk with your doctor before becoming more physically active.

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"I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction."

NAME: _____ DATE: _____/_____/_____

SIGNATURE: _____

Note: *This physical activity clearance is valid for a maximum of 12 months from the date it is completed and become invalid if your health changes so that you can answer YES to any of the questions.*

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