

HORIZON CONDOMINIUMS

1 Morning Sun Drive, Birmingham AL 35242

205-582-0555

hoa@horizoncondosmeadowbrook.com

Dear Newest Horizon Resident,

Welcome to Horizon Condominiums. This community is part of an HOA (Homeowners Association), and as such, by law, you are buying into a covenant restricted community. Now that you've closed on your new home, we'd like to provide you with some helpful information about your HOA dues, water bill, and Horizon Condos website.

1. Please log onto our website: www.HorizonCondosMeadowbrook.com . While you are there, please click on the "Members" tab and click on "Register". This will allow you to register for the HOA members only pages. **Also**, familiarize yourself with the Rules & Regulations and the Covenants found under the "Documents" tab.
 - a. Please understand the rules posted on the compactor must be followed, and come with a "zero tolerance policy" pertaining to breaking compactor rules. The same "zero tolerance policy" applies to boxes and garbage left outside of your unit door on the common area porch.
2. Once we receive the "New Homeowner Information sheet" included with this New Homeowner's Packet, we will register you in our online payment and account system, PayHOA. You will receive an email to join, allowing you to see all your account information, as well as make payments for your HOA dues and water. (All other utilities will need to be set up by you.)
3. Options for making payments for dues and water:
 - a. Pay online – Unit owners who are registered users of the Horizon Condos website can make their payments online using the Pay Dues Online button. Please note that you must be signed in to use this feature, and there is a convenience fee charged by the credit card company for using this method. The website is: www.HorizonCondosMeadowbrook.com
 - b. Set up an automatic monthly deduction from your bank account (aka ACH). This will need to be set up with your banking institution.
 - c. Drop your dues check off at the Horizon Clubhouse drop box. The drop box is located just to the left of the front door.
 - d. Mail your check monthly – Make your check payable to Horizon Condos HOA and mail it to:
Horizon Condos HOA
1 Morning Sun Drive
Birmingham, AL 35242
4. The other document in this packet is a "Release and Waiver of Liability Agreement". This information is for your amenities access to the workout room and the pool. Once you are moved in, please email or call me to set up an appointment to receive your key card for these amenities.
5. I am available for any questions you may have. My phone number and email address are listed at the top of this letter.
 - a. Please contact me when you are getting ready to have your moving truck on property, so I can help you understand what needs to be done.
 - b. Emails and phones are constantly monitored, even when I am not in the office, however, emails are returned within 72 business hours for non-emergencies. If you need to see me in person, you will need to set an appointment by calling or emailing a request. My office is in the clubhouse.
6. The management office does not manage the mailboxes. To obtain a mailbox key, you will need to contact the post office on Hwy II9.

If you have any other questions, please do not hesitate to call. I look forward to meeting you.

Denise Murphree, Community Manager

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New Homeowner Information Form

Owner/s of Record

Mailing Address

Contact Number/s

Email/s

Owner Occupied Yes/No

Release and Waiver of Liability Agreement

WHEREAS, Horizon Condominium Association, Inc. ("HOA") manages the fitness center and swimming pool located at Horizon Condominiums ("Premises"), and is willing to permit the individuals signing this Agreement to use the Premises for the purpose of personal fitness and recreational swimming, upon the terms and conditions of this Agreement.

In consideration for being provided access to and use of the Premises, each person signing below hereby stipulates and agrees:

1. USE OF PREMISES. I understand and agree that I may only use the Premises for the purposes set forth in this Release and Waiver of Liability agreement. I further agree that I am responsible for the proper use and care of the Premises and any of HOA's property thereon, and that I will be liable for the replacement cost of any HOA property which is damaged, destroyed or lost. I also agree to clean up and restore the Premises after I am done using the Premises as permitted in this agreement and to restore the Premises to the same condition in which it was provided to me. I acknowledge that HOA may choose, in its own discretion, to provide a key or fob to access the Premises and that I am strictly prohibited from making any copies of the key or the fob. I agree that the HOA may revoke my key or fob due to my failure to comply with any rules pertaining to being an owner or resident at Horizon Condominiums, including but not limited to failure to pay HOA fees, and if I refuse to promptly return the key or fob upon such revocation I agree that the HOA may impose a fee in an amount necessary to motivate my compliance. I agree that I shall be responsible for the actions of any guest that I bring onto the Premises, that I shall accompany guests on the Premises at all times, and that minors under the age of thirteen (13) are strictly prohibited from entering the Premises.

2. ASSUMPTION OF RISK. I understand and acknowledge that the activities that take place on the Premises may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the activities that take place on the Premises may not be supervised and that the HOA of the Premises does not provide medical services. I further acknowledge that any injury I may sustain while on the Premises may be compounded by negligent or delayed medical service. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

3. RELEASE FROM LIABILITY. I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release HOA and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises, whether caused by the negligence of the HOA or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises.

4. COVENANT NOT TO SUE. I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

5. INDEMNIFICATION. I hereby agree to defend, indemnify and hold harmless HOA and the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my, or my guest or accompanying minor's, use of the Premises or participation in any activities on the Premises.

6. RESPONSIBILITY FOR PERSONAL PROPERTY. I acknowledge and agree that I am fully and solely responsible for any of my, and my guests, property and personal belongings that are brought onto the Premises

and that HOA will not be responsible for or provide any security for my, or my guests, property and personal belongings.

7. NO REPRESENTATIONS BY HOA. I acknowledge that HOA makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be used at the Premises. I accept and shall use the Premises in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the HOA or the HOA's employees, agents, or representatives regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement.

8. GOVERNING LAW AND VENUE. This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Alabama, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Alabama, Jefferson County.

9. WAIVER. No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

10. SURVIVAL. Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

11. COMPLIANCE WITH LAWS. In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

12. SEVERABILITY. If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

13. ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

14. RECREATIONAL USE ONLY. I understand and acknowledge that the HOA is making the Premises available for non-commercial, recreational purposes only.

15. JOINT AND SEVERAL LIABILITY OF LANDLORD. If this Agreement is being signed a renter, the renter's landlord hereby agrees by his or her signature below to be jointly and severally liable with the tenant for all fees, costs, and damages that arise under this Agreement.

16. IDENTIFICATION. I (and landlord, if applicable) agree to provide a copy of a driver's license and any other form of personal identification reasonably requested by HOA to confirm my identity and assist in the enforcement of this Agreement.

[Signatures on Following Page]

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST NINETEEN (19) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

Full Name (first, middle, and last): _____

Date of Birth: ____ - ____ - _____

Driver's License Number: State: ____ Number: _____

Cell Phone Number: (_____) _____ - _____

Email Address: _____

Street Address: _____

Date: ____ - ____ - _____

Resident/Tenant Signature: _____

If the person signing above is a renter, the renter's landlord must sign here before access is granted.

Landlord Name (first, middle, and last): _____

Date of Birth: ____ - ____ - _____

Driver's License Number: State: ____ Number: _____

Cell Phone Number: (_____) _____ - _____

Email Address: _____

Street Address: _____

Date: ____ - ____ - _____

Landlord/Homeowner Signature: _____