



The Plaza 901 Brickell Condo Association

RE-SALE OR LEASE CHECKLIST

☐ **RE-SALE** ☐ **LEASE**

(Incomplete packets will not be accepted)

ITEMS:

RECEIVED:

1. APPLICANTS INFORMATION SHEET & COPY OF PHOTO ID
2. PRIOR RESIDENCE INFORMATION & EMERGENCY CONTACT
3. DISCLAIMER
4. AUTHORIZATION AND SIGNATURE PAGE
5. MOVE IN/OUT AND DELIVERY POLICY
6. CONFIDENTIAL RESIDENT INFORMATION SHEET
7. VEHICLE REGISTRATION FORM
8. PET REGISTRATION FORM
9. RULES AND REGULATION
10. SCHEDULE TO BY-LAWS PAGES 10,11 AND 12
11. PARCEL RECEIPT AUTHORIZATION
12. VOTING CERTIFICATE (RESALE -ONLY)
13. COPY OF EXECUTED LEASE OR SALES CONTRACT
14. ESTOPPEL LETTERS (RESALE—ONLY)
15. BACKGROUND CHECK POLICY:
As part of the application process, it is the sole responsibility of the applicant to obtain and submit a valid criminal background check report.
16. LESEES: Security deposit equal to one month's rent (Refundable)
Security Deposit held for common area will ONLY be refunded to the remitter of such.

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Unit #: _____ Owner: _____ Owner: _____

Date: _____ Tenant: _____ Tenant: _____

EVERY FORM IN THIS PACAKGE MUST BE COMPLETED AND ALL INFORMATION REQUIRED PROVIDED. ONCE THE MANAGEMENT OFFICE RECEIVES THE APPLICATION AND ALL RELATED PAPERWORK, PROCESS OF SAME WILL BEGIN. THE COMPLETION OF THIS PACKAGE IS THE OCCUPANT'S RESPONSIBILITY. UPON APPROVAL OF THE LEASE/SALE APPLICATION, THE PROSPECTIVE BUYER/TENANT MAY SCHEDULE A TIME TO USE THE SERVICE EEVATOR FOR ORIENTATION AND MOVE MOVE-IN.

Date Received: _____ Management Representative: _____

SALES / LEASE & OCCUPANCY APPLICATION

I. APPLICANT INFORMATION SHEET

Date: _____

Applicants Full Name: _____

Cellular Phone: _____ Email: _____

☐ Single

☐ Married

☐ Divorced

Spouse's Full Name: _____ Maiden Name: _____

Cellular Phone: _____ Email Address: _____

Additional Applicant's Names (if any): _____

Cellular Phone: _____ Email: _____

Additional Applicant's Names (if any): _____

Cellular Phone: _____ Email: _____

Have any of the above-mentioned parties been convicted of a crime: ☐ Yes ☐ No

Date: _____ County/State convicted in: _____

Explain: _____

Please list all residents living in the unit:

Name	Relationship	Phone Number	Age (If under 18)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONFIDENTIAL RESIDENT INFORMATION SHEET

Owner / Tenant's Name: _____

Telephone #: _____ Email Address: _____

Is Residence listed under a corporation? ☐ Yes ☐ No

If yes, please state name of corporation: _____

☐ Primary or ☐ Secondary Residence: _____

For Association mailing and notices, please state preferred address/Post Office mail is to be sent to:

Are you or anyone in your household in need of special medical attention or have restricted mobility, who would require additional assistance in the event of an emergency?

☐ NO ☐ YES Person's Name: _____

If yes, please check special needs box: ☐ oxygen ☐ wheelchair ☐ blind ☐ deaf ☐ other _____

EMERGENCY CONTACT INFORMATION

In the event of an emergency that affects your residence and you are away from your home, please provide names of individuals who can be contacted for incidents such as water leaks, fire, or other emergencies. Please provide at least two (2) contact persons with telephone numbers.

It is suggested that at least two (2) of your contacts have a key to your residence. Please indicate who will have your keys.

Contact Name: _____

Home Phone #: _____ Work Phone #: _____

Relationship to you: _____ Key: (____) Yes (____) No

Contact Name: _____

Home Phone #: _____ Work Phone #: _____

Relationship to you: _____ Key: (____) Yes (____) No

Contact Name: _____

Home Phone #: _____ Work Phone #: _____

Relationship to you: _____ Key: (____) Yes (____) No

DISCLAIMER

Please read and initial each item and sign the statement at the bottom of this page.

I / We understand that **The Plaza 901 Brickell Condo** hereafter referred to as (the “Association”) may cause to be instituted such investigation of my / our character, credit history and / or criminal background as the Association deems necessary. I/we authorize the Association to make such investigation and that the Board of Directors, Hoosiers Lessee, LLC, its Agents, or Affiliates of the Association shall be held harmless from any and all action or claim by me / us in connection with the use of information contained herein or any investigation conducted by the Association.

I/we understand that a formal interview with the Board of Directors or its designated representative may be conducted before approval for a sale / lease is granted.

I/we hereby waive any privileges I/we may have with respect to the said information in reference to its release to aforesaid party. Information obtained for this report is to be released to the association, property manager, Board of Directors and the landlord/owner’s official representative for their exclusive use only.

I/we agree to provide any additional information and / or documentation as requested by the Association.

I/we have received, read, and understand the Association’s Rules & Regulations (which are amended from time to time) and agree to abide by them and that a complete set of the Rules & Regulations have been provided to me / us by the Seller, Landlord, or the Association.

I/we understand that the Board of Directors **The Plaza 901 Brickell Condo** may promulgate new rules or change existing ones as they deem necessary for the safe quiet enjoyment of all residents of Plaza on Brickell.

Signed this _____ day of _____, 20_____

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

AUTHORIZATION FORM & SIGNATURE PAGE

PLEASE INCLUDE COPY OF DRIVERS' LICENSE ALONG WITH THE APPLICATION

You are hereby authorized to release information **The Plaza 901 Brickell Condo** and all information they request with regards to verification of my/our credit history, residential history, character, criminal record history, and employment verification. This information is to be used solely for my/our Application for Occupancy to the above-indicated condominium.

I / we hereby waive any privileges with respect to the said information in reference to its release to **The Plaza 901 Brickell Condo** information obtained from this report is to be released to the Association and the unit owner for its exclusive use only.

I / We further state that the Application for Occupancy and Authorization Form were signed willingly by me / us and was not originated with fraudulent intent by me / us or any other person and that the signature(s) below are my / our own proper signature(s).

SIGNATURE

If this application is not legible or is not complete and accurately filled out **The Plaza 901 Brickell Condo** will not be held liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by omissions or illegibility.

By signing, the applicant recognizes that the Association and/or (Screening Company) may use the information supplied by the applicant, and a full disclosure of pertinent facts may be made to the Association and the unit owner/official representative. The investigation may be made of the applicant's character, general reputation, personal character, credit information police arrest record and convictions, if any. This form is for the exclusive use of **The Plaza 901 Brickell Condo**.

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

MOVE IN / MOVE OUT AND DELIVERIES POLICY

- All furniture move-ins, move-outs, and deliveries, must be schedule in advance with the Management Office. Days and Hours permitted are: **Monday–Friday from 9:30 a.m.–3:30 p.m. No moves are allowed on Saturday and Sunday.**
- Notice of Move-in and Move-out must be given at least (7) days prior in order to properly schedule a reservation for the designated service elevator. Other deliveries must be scheduled not less than 48 hours in n in designated areas **ONLY** and **MUST NOT** park on or block driveway entrances or obstruct any other parking areas.
- All work including cutting, painting, carpeting, etc. must be performed inside the residence or off the premises. Common area foyers, hallways, stairwells, and balconies are not available as a work area.
- No disposal of any construction or building materials is permitted in common hallways, stairwells, or down the trash chute. Moving or Delivery Companies are responsible for the disposal of boxes and packing materials. Call the Management Office for assistance and instructions with the disposal of boxes and packing materials.
- Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.

INFORMATION FOR APPLICANTS:

All moving companies must provide insurance stating the following as additional insured and worker's compensation:

The Plaza 901 Brickell Condo and
First Service Residential
951 Brickell Ave
Miami, FL 33131

MOVING TRUCKS THAT EXCEED THE FOLLOWING DIMENSIONS WILL NOT BE PERMITTED ON THE PROPERTY – NO EXCEPTIONS: HEIGHT: 12 FT LENGTH: 24 FT

I / we understand and are aware of **The Plaza 901 Brickell Condo** Move In / Move Out and Delivery Policy and agree to abide by them.

Signed this _____ day of _____, 20____

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

ACCESS AUTHORIZATION FORM

It is standard procedure for the front desk to contact residents prior to granting their visitor(s) access into the premises, except if the visitor has been previously authorized (in writing) by the resident. Otherwise, if the front desk is unable to obtain verbal authorization from the resident, the visitor will be turned away.

Therefore, if an owner/tenant wishes to authorize access to their unit during an absence from the property or as a permanent visitor this form must be used to designate such authorization. Access will be permitted to all parties listed below.

It is the sole responsibility of the owner/tenant to make arrangements for their guest(s) to have access to their unit; the resident must provide unit key for the authorized party. **Management will not be responsible to provide the below named visitors keys under any circumstances.**

Furthermore, I agree that I am fully responsible for my guests' actions while at The Plaza on Brickell 901 Tower, a Condominium and have explain to my guests' that they must abide by all governing documents including the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations.

Family Members, Visitors, or Representatives allowed to enter your residence at: **The Plaza 901 Brickell Condo**

1. _____ Key Holder ____ Yes ____ No
2. _____ Key Holder ____ Yes ____ No
3. _____ Key Holder ____ Yes ____ No
4. _____ Key Holder ____ Yes ____ No
5. _____ Key Holder ____ Yes ____ No
6. _____ Key Holder ____ Yes ____ No
7. _____ Key Holder ____ Yes ____ No
8. _____ Key Holder ____ Yes ____ No
9. _____ Key Holder ____ Yes ____ No
10. _____ Key Holder ____ Yes ____ No

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

COMMON'S AREA SECURITY DEPOSIT

I am aware that my Common Area Security Deposit, in the amount of one month's rent

(\$ _____), will be held in a non-interest-bearing account. This will be so for the extent of my lease.

Upon vacating the premises, on the termination of my lease, the Association shall have 15-20 business days to return my Common Area Security Deposit. However, if the Association intends to impose a claim of damage against my deposit, the Association shall notify me within a 15-day period.

If I am in disagreement with the claim imposed by the Association, I must object in writing to the deduction from my deposit within 15 days from the date the Association issues their claim. Otherwise, the Association will be authorized to deduct their claim from my deposit.

Objection must be sent to:

The Plaza on Brickell 901 Condominium Association

c/o FirstService Residential

951 Brickell Ave Suite 101

Miami, FL 33131

Lastly, I am conscious that the reimbursement of my deposit from the Association will be made payable to the name(s) that appears on the check submitted to the Association as the Common Area Security Deposit. If the reimbursement is to be made payable to another party, the Association must receive a written release from the person(s) that appear on the check.

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

VEHICLE REGISTRATION FORM

Resident(s) Name: _____

Vehicle One:

Make: _____ Model: _____

Year: _____ Color: _____

Tag # _____ State: _____

Resident(s) Name: _____

Vehicle Two:

Make: _____ Model: _____

Year: _____ Color: _____

Tag # _____ State: _____

Resident(s) Name: _____

Vehicle Three:

Make: _____ Model: _____

Year: _____ Color: _____

Tag # _____ State: _____

Note: Vehicles must be parked in assigned space (s) only. All authorized vehicles are subject to tow restrictions.
For any parking information please contact The Master Association to @adm2@plazaonbrickell.net.

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

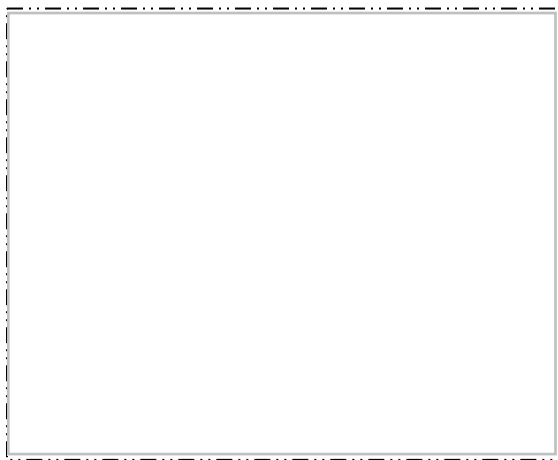
PET REGISTRATION FORM

Date: _____

Unit: _____

Owner's Name: _____

Type of Pet (please check one): ☐ None ☐ Dog ☐ Cat ☐ Other _____
(Please specify)



Please attached pet image above

Name of Pet: _____

Breed/Color: _____

Markings: _____

Gender: _____ Weight: _____

Pet's Age: _____

Tag Number: _____

INFORMATION FOR APPLICANTS:

\$200 Pet Fee (non-refundable)

I/we understand and are aware of **The Plaza 901 Brickell Condo** rules, regulations and restrictions regarding pets on the property and agree to abide by them. It is further understood that if the pet is or becomes a nuisance or annoyance, or interferes with the rights or enjoyment of others including, but not limited to, any noises or smells emanating from the pet or the premises, I/we agree to provide alternate housing for the pet.

I/we understand that all pets must be registered with the Association. In the case that a pet is obtained after the application is turned in

Signed this _____ day of _____, 20____

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

RULES AND REGULATIONS

POOL RULES

1. Pool hours are dawn to dusk
2. No barbequing
3. No radios, tape decks, sound systems, or CD players are allowed without earphones.
4. Children wearing regular diapers and not toilet trained are not permitted in the swimming pool. Children must wear approved water proof pants over diaper or approved swim diapers.
5. No floating devices in pool. No rafts, beach balls, surfboards or similar beach equipment are permitted in the swimming pool or pool recreation area.
6. No reserved seating at the pool area.
7. Children under the age of 12 may not swim or use the pool amenities unless accompanied or supervised by a responsible adult.
8. Cover-ups and footwear are required in all Common Areas. Wearing a towel is not considered a cover-up.
9. Suntan lotion must be removed by showering before entering the pool. Use the shower on the pool deck.
10. Cover lounge chairs with a towel if using suntan lotion.
11. Lounges or chairs are not to be removed from or dragged across the pool deck.
12. Running, horseplay, climbing, ball or Frisbee playing or other noisy activities are not permitted in or near pool area and/or Meditation Garden. Parents are fully responsible for the behavior of their children.
13. Glassware including bottles is not permitted in or near the swimming pool, spa, Meditation Garden, or Recreation Deck. Only non-breakable plastic containers.
14. Pets are not permitted in pool and spa areas, Meditation Garden or Recreation Deck-even if carried.
15. Under NO CIRCUMSTANCES should any Resident or Guest enter the planters on the Recreation Deck.

NO LIFEGUARD ON DUTY SWIM AT YOUR OWN RISK

BUSINESS CENTER

1. Maximum use time is 30 minutes. Unless there is no one waiting.
2. Residents who abuse and misuse of internet and web services may be prohibited from future use.
3. The Association has the right to impose fines for internet and web services violation.
4. Contact the Management Office should you desire to use these facilities hosting 3 or more persons.

FITNESS CENTER AND SPA

1. Consult your physician before exercising.
2. Comply with the posted Rules and Regulations.
3. Comply with use instructions for all equipment.
4. Appropriate workout clothing and footwear are required at all times. Athletic shoes, shirts, and proper workout attire are expected in the fitness room.
5. No smoking or consumption of food or alcohol beverages is permitted in the fitness room.
6. Equipment is to be wiped down after each use
7. Any damage to equipment must be reported to management or the front desk immediately
8. Gym and Workout bags should be stored in spa lockers.
9. Dropping or slamming of weights on the floor is prohibited
10. Return all free weights and dumbbells to their storage racks
11. Children under 16 years require adult supervision

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

SCHEDULE “A” TO BY-LAWS

1. The sidewalks, entrances, passages, lobbies and hallways and like portion of the Common Elements shall not be obstructed nor used for any purposes other than for ingress and egress to and from the except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their perspective Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property. Any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agencies providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium properties.
8. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner of occupant
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any parts of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of The Properties, and thereafter by the Board) or signs promoting the activities from the Commercial Lots, as permitted by the Master Covenants. Except only as may be permitted by the Master Covenants, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of directors of the Association.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
11. A Unit Owner or occupant who plans to be absent during the Hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishings the Association with the name(s) of such firm or individual.
12. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ ft by 6 ft, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes (or linens thereof) which face an exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected maintained or permitted upon any portion of a Condominium or Association Property.
14. No air conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glassed door or any reflective or tinted substance placed on any glass, unless approved,

in advanced by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
16. Pets, birds, fish, and or other animals, reptiles, or wildlife shall neither be kept nor maintained in or about the Condominium Properties except in ordinance with the following, in addition to the applicable terms of the Declaration:
 - a. Dogs and cats shall not be permitted outside of their owners Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Properties.
 - b. Fish or caged domestic (household type) birds may be kept in the Units, subject to the provisions of the Declaration.
17. Every owner and occupant shall comply with these Rules and Regulation as set forth herein, any and all rules and regulation which from time to time may be adopted, and the provisions of the Declarations, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for actions which may include, without limitation, and action to recover sums due for damages, injunction relief or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restrictions, rule or regulation herein or in the Declarations, Articles of Incorporation or By-Laws. Any fines shall be imposed in accordance with the procedures set forth in the Declarations.
18. These rules and regulation shall be cumulative with the covenants, conditions and restrictions set forth in the Declarations of Condominiums, provided that the provisions of the same control over these rules and regulation in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These rules and regulation shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

Signed this _____ day of _____, 20_____

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

PARCEL RECEIPT AUTHORIZATION

The Release, Indemnity and Hold Harmless Agreement ("Release") is executed on this ____ day of _____, 20____, by **The Plaza 901 Brickell Condo** (the "Association") and _____ the Resident(s) of Unit #_____ located in **The Plaza 901 Brickell Condo**, Miami, FL.

In consideration for being permitted the accommodation and benefit of collecting and/or retrieving mail, and other property, including but not limited to keys, packages, deliveries, parcels, clothing and any other items (the "Property") with the Association's, administration, front desk personnel, maintenance, or any agent, employee, or contractor of the Association, including but not limited to security, valet, and/or housekeeping personnel engaged by the Association, or any other personnel (collectively referred to as the "Personnel") for pick-up, delivery, or for any reason whatsoever, the undersigned acknowledges that neither the association, **The Plaza 901 Brickell Condo**, the Directors, Officers, nor the Personnel will be held responsible, in any way, from and against all claims, damages, losses and expenses, including attorneys' fees at both the trial and appellate level, arising out of any claims for loss, theft, damage, disappearance, and/or destruction of the Property, either in whole or in part, by any negligent act or omission of the Personnel.

I hereby acknowledge that the Personnel are authorized to accept, receive and/or deliver Property on my behalf at my sole risk. The Association, its directors and officers, **The Plaza 901 Brickell Condo**, and the Personnel, specifically disclaim any responsibility or liability for loss, theft, damage, or disappearance to the Property received from or accepted on behalf of the Owners, Residents, and the undersigned Owners/Residents hereby release the Association, its directors and officers, **The Plaza 901 Brickell Condo** and the Personnel, from any responsibility of liability for loss, theft, damage, or disappearance to the Property and waive any claims which may arise there from.

I have read this release and understand all of its terms. I executed it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, the undersigned have executed this release the day and year set forth above.

Signed this ____ day of _____, 20____

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

The Plaza 901 Brickell Condo- Exercise Waiver and Release of Liability

Name: _____
Date of Birth: _____
Emergency Contact Name: _____
Emergency Contact Phone Number: _____

ASSUMPTION OF RISK

I, the undersigned, hereby acknowledge that exercise and physical activity carry inherent risks. I voluntarily assume full responsibility for any risks or injuries that may occur during my participation in physical activities, use of gym facilities, and/or use of any exercise equipment at **The Plaza 901 Brickell Condominium**.

RELEASE OF LIABILITY

In consideration of being allowed to use the facilities at **The Plaza 901 Brickell Condominium**, I hereby release, waive, and discharge **The Plaza 901 Brickell Condominium**, its owners, officers, employees, and agents from any liability for personal injury, property damage, or any other loss resulting from my use of the gym facilities or equipment, whether caused by negligence or otherwise.

MEDICAL DISCLAIMER

I certify that I am physically fit to participate in exercise activities and that I have no known health conditions that would interfere with my ability to safely use the gym equipment or engage in physical activity. I agree to consult with a physician before starting any new fitness program, especially if I have any concerns about my health or physical condition.

INDEMNIFICATION CLAUSE

I agree to indemnify and hold harmless **The Plaza 901 Brickell Condominium**, its employees, agents, and other users, from any and all claims, damages, or expenses arising out of my use of the gym facilities or participation in activities, including but not limited to injuries, accidents, or any damages to personal property.

CONSENT AND SIGNATURE

By signing below, I acknowledge that I have read and understand the contents of this waiver and release of liability. I voluntarily accept the risks and agree to hold **The Plaza 901 Brickell Condominium** harmless in case of injury or accident.

APPLICANT(s):

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

CERTIFICATE OF APPOINTMENT OF VOTING MEMBER/REPRESENTATIVE

To the Secretary of **The Plaza 901 Brickell Condo Association, Inc.** (the "Association")

THIS IS TO CERTIFY that the undersigned, constituting all of the record Owners of Unit No. _____ have designated:

(Name of Voting Member/Representative)

As their representative to cast all votes and to express all approvals that such Owners may be entitled to cast or express at all meeting of the membership of the Association and for all other purposes provided by the Declaration of Condominium, Articles of Incorporation, and By-Laws of the Association.

The following examples illustrate the proper use of this Certificate:

- (i) If one individual owns the unit, No Voting Certificate is required.
- (ii) If the unit is owned by a husband and wife, No Voting Certificate is required.
- (iii) If a corporation or other entity such as partnership owns the unit, a Voting Certificate should be filed designating the Agent or Officer entitled to vote for the corporation or in the case of a non-corporate entity, one of the principals or partners authorized by that entity to vote on behalf of the unit. Voting Certificate must be filed out designating the person entitled to vote, signed by either the President, Vice President of the corporation (or entity owner) and attested to by Secretary of the Corporation.
- (iv) If the unit is owned by an individual and his brother, Voting Certificate is required designating either the individual or his brother as the Voting Member (NOT A THIRD PERSON). PRINT THE NAME OF THE ONE INDIVIDUAL WHO VOTES, AND NO ONE ELSE. BE SURE TO DESIGNATE ONE OF THE JOINT OWNERS OF THE UNIT AS THE VOTING MEMBER, NOT A THIRD PERSON.

This Certificate is made pursuant to the By-Laws of the Association and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate. DATED the _____ day of _____, 20____

SIGNATURES OF INDIVIDUAL OWNERS

PRINT NAME: _____ SIGNATURE: _____
PRINT NAME: _____ SIGNATURE: _____

SIGNATURES FOR CORPORATE OWNERS

Name of Corporation: _____

By: _____ Title: _____

Attest: _____
Secretary (Signature) Secretary (Print Name)

SIGNATURE FOR ENTITY OWNERS (Partnership, Trust or other Entity):

Name of Entity: _____ By: _____

Print Name: _____ Title: _____

NOTE: THIS FORM IS NOT A PROXY. ANY UNIT OWNED JOINTLY BY TWO OR MORE INDIVIDUALS (OTHER THAN HUSBAND AND WIFE) OR ANY UNIT OWNED BY A CORPORATION OR OTHER LEGAL ENTITY MUST FILE A VOTING CERTIFICATE BEFORE A MEMBERSHIP MEETING OR SUCH UNIT OWNER WILL NOT BE PERMITTED TO VOTE. BE SURE TO DESIGNATE A FULLY AUTHORIZED DIRECTOR, OFFICER, PARTNER, PRINCIPAL OR REPRESENTATIVE OF THE CORPORATION OR ENTITY-OWNER OF THE UNIT AS THE VOTING MEMBER. IF YOU HAVE ALREADY FILED A VOTING CERTIFICATE AND DO NOT WISH TO CHANGE YOUR DESIGNEE, NO NEW CERTIFICATE NEED BE FILED.