

WEST PARK BOARD OF DIRECTORS CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made between West Park Community Association (“the Association”) and Board Member (“the Bound Party”) to protect the Association’s Confidential Information.

The parties agree as follows:

1. The Association does and will possess Confidential Information, to which the Bound Party may have access. The Association respects the privacy of its residents. The Association intends that Confidential Information not be disclosed to Association residents or to Third Parties except as read by the governing documents or State Law. In consideration of being chosen to serve as a Board Member, the Bound Party promises not to disclose any Confidential Information to any Association resident or Third Party.

2. This promise continues in effect both during and after the Bound Party’s service as a Board Member. This promise does not apply to reasonably necessary communication between the Bound Party and another Association resident who is serving on the Board of Directors, or between the Bound Party and an Association employee. This promise does not apply to disclosure of Confidential Information required to be made by the Association’s Governing Documents, the Community Association Manager, the Association Attorney, a subpoena, or State law.

3. “Confidential Information” includes information concerning the Association and its members, including the identity, addresses and other personal or proprietary information concerning the members, is information not generally known to the public, the Association’s residents or to other Third Parties (“Third Parties” does not include the Association’s outside professional service providers, including its lawyer(s) or its accountant(s).) Examples of Confidential Information include, but are not limited to, the names of residents delinquent on dues, the names of persons making complaints about another person’s violation of the Governing Documents, information covered by the Association’s attorney-client privilege and information about discussions, individual votes or actions taking place by the Association Board in executive session that are not published in meeting minutes. Confidential Information may be tangible or intangible, and may be contained in documents, records, software, computer programs, electronic data, e-mail or any other media.

4. Breach of this Agreement may cause damage which is irreparable and difficult to calculate. Actions the Association may take if Bound Party breaches this Agreement include any remedy available at law or in equity. The Association shall also have the right to recover from the Bound Party all legal fees and costs the Association incurs to enforce this Agreement and/or it incurs as a result of a breach of this Agreement.

WE HAVE READ AND UNDERSTAND THIS AGREEMENT.

BOUND PARTY:

COMMUNITY MANAGEMENT REPRESENTATIVE

Print Name

Print Name

Signature

Signature

Date Signed

Date Signed