

VILLAGE HOMES PROPERTY OWNERS ASSOCIATION

Pool and Tennis Court Opening Announcement Letter to Homeowners

Dear Village Homes Resident,

The Village Homes Board of Directors has voted to open the pool and tennis court effective Saturday, May 15th through Thursday, September 30th. The operating hours will be 12 noon to 6 pm Monday through Friday and 11 am to 7 pm Saturday and Sunday. There will be a lifeguard and pool attendant on duty during those hours. Please note that the facility will be locked before and after operating hours.

Use of these facilities will only be for Village Homes residents and is subject to the enclosed operating rules. A reservation will be necessary to gain access to the pool and tennis court; reservations are on a first come, first served basis and will be limited to 2 reservations per week per household. The reservation system website is www.villagehomespoa.getomnify.com and will be available for use on Wednesday, May 5th. However, for you to gain access to the system you must first complete the enclosed Hold Harmless Agreement form and return it to the Village Homes Clubhouse at 1040 Evenstar Avenue. Every adult 18 and over in the household must fill out this form and an adult must complete the form on behalf of all minor children in the home. One User Name (email address) per household is allowed and all addresses will be verified. The Hold Harmless form is also available on the Village Homes website (www.villageinwestlake.com) in the Documents section.

Please read the pool and tennis court operating rules carefully; they have been adopted in accordance with Ventura County COVID-19 guidelines and must be followed when using the pool and tennis court. The rules may be changed during the summer based on our evaluation of their effectiveness or due to government action; we will do our best to communicate those changes in a timely manner.

Please direct any questions regarding the pool and tennis court opening or the operating rules to Donna Yofan at The Emmons Company: 805.413.1170 or donnay@emmonsco.net

Yours truly,

The Village Homes Board of Directors

1040 Evenstar Avenue, Westlake Village, CA 91361
805-497-4491

Email: villagehomespoa@gmail.com Website: www.villageinwestlake.com

Covid Rules Addendum to Appendix B – Village Homes Pool and Tennis Court Rules

Operating Hours

- The pool area and tennis courts will not be opened unless there is a Lifeguard and Covid Attendant on site.
- Pool and tennis court hours are 12pm-6p Monday – Friday and 11am-7pm Saturday and Sunday.
- The pool and tennis court will be opened no sooner than May 1 and will close for the year on September 30.

Capacity

- The capacity of the pool area is 45 participants at a time. Capacity for the tennis court is 4.
- Due to limited capacity, each session will be no more than 1 hour and 40 minutes to allow for facility cleaning between usage sessions.
Capacity and/or session time may be adjusted based on safety protocols and Ventura County Health Dept. requirements

Access

- Only members of Village Homes and family members residing in the home may use the pool or tennis court. No friends, cousins, classmates, grandparents, etc. are allowed.
A hold harmless release must be executed by all adults on behalf of themselves and all minor children in the household as a condition of use of the pool and tennis court facility. Upon execution of the release in the online scheduling system you will be given access to the reservation portion of the system.
- Each participant will be required to show proof of ID and have their temperature checked before entering the pool and tennis court facility. Temperature must be at or below 100.3 degrees.
- No members of any household will be granted access to the facility if any member has a temperature over 100.3 degrees.
- A household with a failed temperature check may rebook a pool or tennis court time for 24 hours after the failed check but all members of the household that attempt to enter the facility again must have temperatures at or under 100.3 degrees.
- There will be only one gate for entry and only one gate for exiting the premises. All other gates will be locked.
- Participants must maintain social distancing at the gate when waiting to check in. There will be markings outside of the entrance to indicate proper distancing.
- Each participant must use hand sanitizer upon entry.

Scheduling Your Time

- The Getomnify (getomnify.com) online reservation system must be used to schedule pool and tennis court sessions.
- Only Village Homes residents and family members that reside within the home may use the online reservation system.
- All members of the family living in the home must be entered into the system.
- The system will ask a series of standard health status questions that must be answered in order to schedule a session time.
- Each member will need to cancel online should they not be able to attend their session.

- In the event the member has not arrived by 20 minutes after their scheduled session start time, the Attendant can cancel their session so that other members of Village Homes can utilize that session.
- The sessions times are not flexible. Should a member be late to their session they must still leave at the designated session end time.
- Each household may only schedule 2 sessions per week, regardless of how many members of the household attends a session.
- Sessions may be scheduled up to 1 week in advance. The Getomnify system will be open for reservations on a date to be determined.
- Members may check in person to determine if the pool or tennis court is not full and take available time slots, subject to approval by the Attendant.
- Any "walk up" attendance will be entered into the scheduling system by the COVID-19 Attendant prior to entry.

Use of the Pool Area and Tennis Courts

- The Lifeguard and Covid Attendant are representatives of the VHPOA and their instructions must be followed at all times.
- Tennis or swim lessons are prohibited unless all participants are from the same household.
- Each participant will be given a zone that they and the members of their family must remain in while at the pool. The zones will be separated by cones.
- If using the tennis court, members will not be allowed to use the pool. The Attendant may allow an exception if there is a zone available. The session exit time of the participant will still apply.
- Except for entering or exiting the pool and use of the bathroom, participants may not walk around the facility or enter other participant zones.
- Participants may not share food or drinks with any participants not from their household.
- Participants will be required to wear their mask except for using the pool or eating/drinking.
- Tennis players may remove their masks when on the court.
- Participants are required to follow the designated path to the bathroom while wearing a mask and shoes.
- Participants are required to remove or throw away all food and drinks in the designated trash containers at the end of their sessions.

VIOLATIONS

If a participant fails to or refuses to comply with the above rules, at the discretion of the Attendant, they may be given a warning or may be required to leave the pool and tennis court facility immediately. If a participant is required to leave, that action will be documented in writing and provided to the Board of Directors for consideration of an interim suspension of facility access pending a disciplinary hearing based on the nature and seriousness of the violation and health and safety ramifications. Said hearing could result in fines and/or suspension of facility access privileges for the entire household.

These rules incorporate by reference all state, county and local regulations, ordinances and laws pertaining to the operation of the VPHOA pool and tennis court facility as they currently exist or as amended or revised.

VILLAGE HOMES POOL RULES

SHOULD ANY OF THE FOLLOWING RULES CONFLICT WITH THE COVID RULES ADOPTED ON APRIL 14, 2021, THE COVID RULES WILL SUPERSEDE THE BELOW.

The Pool Area is available only to Village Homes Residents and their guests. Guests must be accompanied by a Homeowner at all times. Members are responsible for keeping the gates closed at all times. *Do not let unknown persons into the pool area.*

POOL HOURS ARE FROM 7:00 A.M. UNTIL 10:00 P.M.

Lifeguards may be on duty during the summer and have the authority to enforce the pool rules and recommend suspension of pool privileges when any rule is violated. Enforcement is for residents and their guests and may include eviction from the pool area.

NO SMOKING OR VAPING IS ALLOWED

CHILDREN UNDER 14 YEARS OF AGE IN THE POOL AREA MUST BE SUPERVISED BY AN ADULT (18 or over) at all times. Children unsupervised by an adult will not be allowed in the water.

Children three (3) years and under must wear swim diapers even if they are potty trained. No exceptions will be made and lifeguards will check. Should an accident occur (such as defecation) in either pool, the responsible party will be charged a reimbursement assessment for the costs incurred. The pool will be closed for 48 hours as required by the Ventura County Health Department.

DIVING OR JUMPING INTO THE POOL IS NOT PERMITTED AT ANY TIME. NO ONE MAY BE THROWN INTO THE POOL.

No food, gum or drink is allowed in the pool or on the deck edge immediately surrounding the pools. All litter must be disposed of properly in the receptacles provided. No glass is allowed in the pool area.

No bar-b-que, hibachi or other cooking/heating equipment is allowed in the pool area.

Floats over three (3) feet in length will not be allowed. High pressure squirt guns, hard balls, and tennis balls are prohibited in the pool or on the deck with the exception of beach balls.

No running on the pool deck.

Dogs or any other pet is not allowed in the pool area. An exception is made for service dogs (i.e. seeing eye and other handicap assist dogs.)

Proper swimming attire is required at all times in the pool area.

Swimming alone is not recommended when a life guard is not on duty.

****Homeowners are allowed pool parties with prior reservation and approval. Please contact the clubhouse office for details.****

VILLAGE HOMES PROPERTY OWNERS ASSOCIATION

HOLD HARMLESS AGREEMENT

The Village Homes Property Owners' Association ("Association") includes certain common area elements including, but not limited to, a pool and tennis court (collectively referred to as "Facility" or "Facilities"). The Facility has been previously closed in order to minimize the spread of COVID-19. I hereby acknowledge that I, on behalf of myself, my spouse, my family members, my children, and/or anyone else in my household (collectively referred to as "I") have requested use of the Association's Facilities. The Association will allow usage of such Facilities only upon signing of this hold harmless agreement and agreement to strictly comply with any and all rules for use of same, a copy of which is attached hereto and incorporated by reference. I agree that if I violate those rules that I may be asked to leave the facility and that future use of the facilities area may be restricted or prohibited. I understand that the Association can restrict use of the Facilities and/or occupancy as necessary to whatever times are convenient to the Association and its staff to accommodate and/or to comply with local, city, county and state health ordinances.

I understand, acknowledge and accept that because the Association's Facilities are open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. Further, I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Facilities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I also understand that there is a risk of contracting COVID-19 by using the Facilities.

I further understand that despite the Association's reasonable efforts to mitigate the spread of COVID-19 and comply with all applicable health and safety guidelines imposed by local and state government, I may be exposed to COVID-19, which could result in quarantine requirements, spread to third parties, serious illness, disability and/or death.

ACCORDINGLY, IN CONSIDERATION OF ALLOWING ENTRY AND/OR USAGE OF THE FACILITIES AND WITH FULL AWARENESS AND APPRECIATION OF THE RISKS INVOLVED, I, ON BEHALF OF MYSELF, MY MINOR CHILDREN, AND/OR MY SUCCESSORS, BENEFICIARIES, TRUSTEES, ASSIGNS, AND HEIRS AND ANYONE CLAIMING THROUGH OR UNDER ME, HEREBY AGREE TO RELEASE, WAIVE, HOLD HARMLESS AND COVENANT NOT TO SUE, THE ASSOCIATION AND ITS RESPECTIVE AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, COMMUNITY ASSOCIATION MANAGEMENT COMPANIES AND MANAGERS, ATTORNEYS, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, FUTURE CLAIMS, SUITS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INJURIES, ILLNESS AND/OR DEATH, PROPERTY DAMAGE, LIENS AND CHARGES OF EVERY TYPE AND NATURE INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, BY ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR IN CONNECTION WITH USE OF THE FACILITIES. I FURTHER ACKNOWLEDGE AND AGREE THAT I FREELY ASSUME ALL SUCH RISKS IN ORDER TO HAVE ACCESS TO AND USE OF THE FACILITIES.

By signing below, I acknowledge and represent that I have read the foregoing Release Agreement, understand it and sign it voluntarily as my own free act and deed, including without limitation the release of liability and hold harmless requirements contained in this document. I am sufficiently

informed about the risks involved in using the Association's Facilities to decide whether to sign this document. This Agreement supersedes and replaces all prior agreements, oral or written.

I understand that this Agreement shall be effective through December 31, 2023 or may be terminated earlier if agreed to in writing by the Association. I hereby agree to comply with any and all Association Facilities guidelines, procedures and restrictions. I further acknowledge that I have read and understand all the posted Facilities rules.

I personally am at least eighteen (18) years of age and fully competent and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

This Agreement shall be construed in accordance with the laws of the State of California, regardless of where executed. If any provision of this Release Agreement shall be deemed to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement but in no event shall such provision affect, impair or invalidate any other provision hereof.

The terms of this Agreement are contractual and not merely recitals.

IN WITNESS WHEREOF, the undersigned has executed this release on this ____ day of _____, 2021.

[Signature]

[Signature]

[Print Name]

[Print Name]

[Address]

[Address]

[Primary Email Address]

[Primary Email Address]