

**COVID-19 ADDENDUM TO FITNESS CENTER RULES
OF
NEWPORT PROPERTY OWNERS ASSOCIATION**

- 1. THE DANGER OF EXPOSURE TO THE CORONA VIRUS THAT CAUSES COVID-19 EXISTS.**
- 2. USE OF THE FITNESS CENTER IS AT YOUR DISCRETION. PLEASE USE CAUTION.**
- 3. SOCIAL DISTANCING MUST BE OBSERVED. PLEASE MAINTAIN A MINIMUM OF SIX FEET (6') OF SEPARATION AND DISTANCE FROM ALL INDIVIDUALS NOT WITHIN YOUR HOUSEHOLD.**
- 4. WHEN ENTERING THE FITNESS CENTER, YOU MUST WEAR A MASK TO THE SIGN-IN AREA, PRESENT A CURRENT AMENITY CARD AND PROOF OF RESIDENCY. YOU MUST ALSO EXECUTE THE COVID-19 FACILITIES RIDER AND RELEASE AGREEMENT.**
- 5. EXERCISE WILL BE LIMITED TO 1 HOUR BLOCKS AND WILL BE CLOSED FOR 30 MNUTES AFTER EACH BLOCK FOR DISINFECTION. RESIDENTS WILL BE ASKED TO LEAVE THE FACILITY AT THE END OF THE TIME BLOCK. TIME BLOCKS START AT 6:00 AM (6-7 AM; 7:30-8:30 AM; 9-10 AM; 10:30-11:30 AM; 12 NOON-1 PM; 1:30-2:30 PM; 3-4 PM; 4:30-5:30 PM; 6-7 PM; 7:30-8:30 PM). IF YOU ENTER DURING A TIME BLOCK, YOU MUST LEAVE AT THE END OF THE BLOCK. NO ONE IS PERMITTED IN THE FITNESS CENTER AFTER 8:30 PM.**
- 6. NO WEIGHTS WILL BE AVAILABLE.**
- 7. SOME EQUIPMENT MAY BE TAPED OFF OR MARKED NOT IN USE. DO NOT USE THIS EQUIPMENT.**
- 8. ALL SHOWERS ARE CLOSED. PLEASE SHOWER AT HOME BEFORE YOU GET TO THE FITNESS CENTER.**
- 9. WATER FOUNTAINS WILL NOT BE AVAILABLE FOR USE. BOTTLED WATER IS AVAILABLE.**
- 10. ONE WARNING WILL BE GIVEN TO PERSONS NOT COMPLYING WITH FITNESS CENTER RULES. IF OFFENSE CONTINUES YOU WILL BE REMOVED FROM THE FITNESS CENTER FOR THE REMAINDER OF THE TIME BLOCK.**
- 11. RESTROOM USAGE WILL BE LIMITED TO 1 PATRON AT A TIME.**
- 12. RESIDENT IS RESPONSIBLE FOR CLEANING EACH PIECE OF EQUIPMENT AT THE END OF RESIDENT'S USE. DISINFECTANT WILL BE AVAILABLE AT FITNESS CENTER.**
- 13. ONLY 6 RESIDENTS WILL BE ALLOWED IN THE FACILITY AT A TIME DURING THE TIME BLOCKS. IF STATE MANDATE IS UPDATED, NUMBER OF RESIDENTS MAY BE UPDATED. ENTRY IS ON A FIRST COME-FIRST SERVE. IF THE TIME BLOCK IS FULL YOU MAY SIGN UP FOR THE NEXT AVAILABLE TIME BLOCK. THERE ARE NO RESERVATIONS.**

14. YOU MAY NOT USE TWO CONSECUTIVE TIME BLOCKS UNLESS THERE ARE LESS THAN 6 RESIDENTS.

This Addendum was adopted at a meeting of the Board of Directors of The New Property Owners Association of Newport, Inc. on June 10, 2020 and shall remain in effect until revoked in writing by the Board of Directors. This Addendum shall supersede any conflict between the Addendum and Fitness Center Rules adopted January 29, 2020, recorded under Clerk's File No. 2020-86485 of the Real Property Records of Harris County, Texas.

COVID-19 FACILITIES RIDER AND RELEASE AGREEMENT

Community: Newport Property Owners Association (the "Association")

I, for myself, and any minor identified below, agree to the following as a supplement to any other agreements required to access, reserve, rent, or use facilities:

- 1) **Use of Community Facilities** – I agree that entry upon or use of any property owned, managed, or controlled by the Association including any common area property, amenities, or recreational facilities (the "Property") is at my/user's own risk. I further agree to follow all of the Association's rules and policies while at the Property.

- 2) **COVID-19 Orders, Rules, and Guidance.** I acknowledge that orders, rules, and guidance provided by governmental agencies and the Centers for Disease Control ("CDC") provide recommendations and mandatory rules that require, among other things: (1) social distancing; (2) occupancy limit enforcement; (3) cleaning and disinfection; (4) restricted entry of facilities by persons who have COVID-19 symptoms or have been diagnosed with COVID-19; and (5) other requirements specific to certain activities or facilities ("Regulatory Requirements").

- 3) **Responsibility for Management.** I acknowledge that I am responsible for compliance with any Regulatory Requirements and enforcing compliance by users and guests during my period of use of the Property. I acknowledge that I am also responsible for cleaning and disinfecting high touch surfaces and any equipment used both before and after my period of use (at the commencement of my use of the Property and at the time I depart the premises).

- 4) **Release.** I, on my own behalf and any minor identified below, agree to hold harmless and release the Association, and its agents, employees, managers, directors, officers, and representatives, from any and all claims, causes of action, injury or illness, including viral or bacterial infections, including without limitation, COVID-19, arising out of or relating in any way to my entry upon or use of Property.

On behalf of any minor(s) identified below, I represent that I am a legal guardian, and all releases and acknowledgements provided herein shall apply to the minor(s).

AGREED AND ACCEPTED:

PRINTED LEGAL NAME: _____

STREET ADDRESS CITY/STATE/ZIP CODE: _____

SIGNATURE: _____

DATE: _____

FOR ANY MINOR(S):

PRINTED LEGAL NAME: _____

PRINTED LEGAL NAME: _____