

COVID-19 ADDENDUM TO POOL RULES OF NEWPORT PROPERTY OWNERS ASSOCIATION

- 1. THE DANGER OF EXPOSURE TO THE CORONA VIRUS THAT CAUSES COVID-19 EXISTS.**
- 2. USE OF THE POOL IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK.**
- 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. BEFORE ENTERING THE POOL, YOU MUST HAVE CURRENT AMENITY CARD AND PROOF OF RESIDENCY. YOU MUST ALSO EXECUTE THE COVID-19 FACILITIES RIDER AND RELEASE AGREEMENT.**
- 5. NO PRIVATE PARTIES WILL BE ALLOWED.**
- 6. NO SWIM LESSONS WILL BE HELD.**
- 7. EXTRA GUEST POLICY WILL BE SUSPENDED AT THIS TIME. NO GUESTS, PARTIES, ETC.**
- 8. POOL WILL BE OPERATED IN INCREMENTS OF 2 HOURS AND WILL BE CLOSED FOR 30 MINUTES AFTER EACH OPERATING PERIOD FOR DISINFECTION. RESIDENTS WILL BE ASKED TO LEAVE THE FACILITY AT THE END OF THEIR TIME SLOT.**
- 9. FURNITURE WILL NOT BE AVAILABLE AT THE FACILITY FOR USE. YOU MUST BRING YOUR OWN IF NEEDED.**
- 10. ALL SHOWERS ARE CLOSED. PLEASE SHOWER AT HOME BEFORE YOU GET TO THE POOL.**
- 11. WATER FOUNTAINS WILL NOT BE AVAILABLE FOR USE. FOOD CONSUMPTION IS NOT PERMITTED IN THE POOL AREA AT THIS TIME.**
- 12. 10 MINUTE BREAKS WILL NOT BE IMPLEMENTED DURING THE TWO-HOUR SWIM INCREMENTS.**
- 13. ONE WARNING WILL BE GIVEN TO PERSONS NOT COMPLYING WITH POOL RULES. IF OFFENSE CONTINUES YOU WILL BE REMOVED FROM THE POOL FOR THE REMAINING SWIM BLOCK.**
- 14. ANY CHILD UNDER FOURTEEN (14) MUST BE ACCOMPANIED BY SAID CHILD'S PARENT OR A PERSON EIGHTEEN (18) YEARS OR OLDER. CHILDREN 14 TO 18 MUST HAVE THE COVID-19 FACILITIES RIDER AND RELEASE AGREEMENT SIGNED BY PARENT/GUARDIAN.**
- 15. RESTROOM USAGE WILL BE LIMITED TO 1 PATRON AT A TIME WITH AN EXCEPTION OF PARENT/GUARDIAN AND CHILD.**

16. ONLY 50 RESIDENTS WILL BE ALLOWED IN THE FACILITY AT A TIME DURING THE SWIM TIME BLOCKS. IF STATE MANDATE IS UPDATED, NUMBER OF RESIDENTS WILL BE UPDATED ACCORDINGLY.

- a. ADULT ONLY SWIM – TUESDAY & THURSDAY – 8:00 A.M. TO 10:00 A.M.**
- b. PRECINCT 2 HAS CANCELLED SENIOR AEROBICS**

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 Pool Rules adopted August 26, 2015, recorded under Clerk's File No. 2017-236064 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: _____