



BILTMORE
SWIM & RACQUET CLUB
HOA Plano, Texas

Residents,

In an effort to open the community facilities, we must make changes in the policies for these areas. These changes are documented in the attached documents. These changes are to protect the HOA from liability and keep the area safe for our members. Your current pool key will not work when the pool reopens. The locks have been changed and we will have our annual key exchange early this year prior to the pool opening. To receive the new key, an adult resident from each house will need to bring the following to the key exchange:

Government issued photo ID listing their current residence address
Signed copy of the attached documents
Their old key.

To speed things up, members are asked to bring the forms with them signed. We will have blank forms available at the key exchange.

On a different topic, we understand the financial burden some of our members are going through. We decided to waive interest for any delinquent HOA fees starting March.

-Biltmore HOA Board of Directors



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SWIM & RACQUET CLUB
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Residents,

After much research, discussion, and feedback, we have determined that we will need to implement a few new house guidelines and requirements for the safety of our residents to allow access to the pool and tennis courts.

- * No reservations for the pool area or cabana will be considered at this time.
- * Access to the pool will be limited to the west gate nearest the parking lot.
- * Restrooms can only have 1 person in them at a time (excluding a parent assisting their child).
- * Occupancy for confines of the pool will be limited to 25% or 25 people total according to our fire code restrictions. The tennis courts will be limited to 8 people.
- * Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance. To assist with compliance, we are reducing the number of lounge chairs available.
- * Food consumption is not permitted in the pool area. To assist with compliance, the standard chairs and tables will be removed.
- * The playground will be closed.
- * Persons with symptoms of COVID 19 and/or other infectious diseases are not permitted to use the facilities.
- * Users assume full responsibility for cleaning and disinfecting your hands and anything in the pool or tennis court areas that they may touch.
- * No person shall admit any other person (outside your household) into the pool area. Residency checks maybe be performed, and it is always encouraged to have proof of address with you.
- * No guests are permitted to ensure the maximum number of residents can enjoy the pool.
- * Older residents and people with serious underlying medical conditions should take extra precautions against COVID-10 virus.
- * Residents choosing to use the facilities acknowledge the risk of exposure to the corona virus that causes COVID-19.
- * Residents choosing to use the facilities assume full responsibility for any illness, injury, or death that you may result from by use of the pool and tennis court.
- * Pool/Tennis court access may be further restricted at any time by the associations policies
- * People counts will be performed via security cameras. Upon notification to the HOA of capacity having been exceeded, the pool may be closed for a period of time.
- * Association and HOA representatives have absolute authority and discretion to require users to leave the pool area and members violating these requirements may have their pool and tennis court privileges suspended.

Please understand, this is a new process for everyone, and we appreciate your patience as we adjust to any issues that may surface during this time. Additionally, as the governor's orders change and capacity restrictions are lifted, we will alert you to those changes for our pool as well. We will be changing out the keys early this year. New keys will be issued with receipt of the prior key and a signed copy of this documents. Please bring a photo ID when you exchange your key.

-Biltmore HOA Board of Directors

Signature: _____ Date: _____

First Name: _____ Last Name: _____

I _____ (name), my family (collectively and singularly, "I") understand COVID-19 is an easily transmittable and contagious virus and there are no known measures to insulate myself from infection. I also understand that any insurance maintained by the owner and operator of the pool and related facilities will likely not provide coverage for bodily injury, including permanent disability, paralysis and death, resulting from infection by the COVID-19 virus. By entering and using the pool and related facilities I am knowingly and voluntarily subjecting myself to possible exposure to the COVID-19 virus and the consequences thereof. I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. I fully understand that the use of the pool and related facilities may involve risks of serious bodily injury, including permanent disability, paralysis and death, caused by contraction of the COVID-19 virus due to my own actions, or inactions, and the actions or inactions of third-parties including others using the pool and related facilities and Biltmore HOA. (collectively, the "Risks"). I fully understand, accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of such Risks. In consideration of being allowed to use the pool and related facilities, I hereby release, forever discharge, and covenant not to sue Biltmore HOA, its respective directors, officers, agents, employees, and contractors from all liability, claims, demands, losses, or damages suffered by me on my account of, or alleged to be caused, in whole or in part, by the negligence or gross negligence of the Releasees or otherwise, resulting in my exposure to or infection by the COVID-19 virus. I further warrant, covenant and agree that the release, waiver and assumption of the risk contained herein shall be binding on anyone who makes a claim against any of the Releasees on my behalf or resulting from injuries which I may incur or suffer. I further agree to INDEMNIFY AND HOLD THE RELEASEES HARMLESS from any claim asserted by or on behalf of my family members or any of my guests based on facts or circumstances encompassed by the Risks. In further consideration of being allowed to use the pool and related facilities, I hereby affirm that (i) I do not have a cough, fever, shortness of breath, and (ii) neither I nor anyone in my household has been sick in the past 2 weeks or exposed to someone who has been sick in the past 2 weeks. My family members and I agree to practice preventative actions issued by the CDC to prevent the spread of COVID-19 including, but not limited to, maintaining physical distance of at least 6 feet between persons, and wearing a mask (when not in the pool). I have read this RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. Any violation of the Association's guidelines is subject to immediate removal and suspension of privileges. COVID-19: Pool and Related Facilities1 RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK Due to COVID-19 Concerns and Various Directives from Municipal and State Authorities, Use of the Pool and Related Facilities Will Only be Allowed After You Sign this Release. Please complete this prior to the key exchange:

Signature: _____ Date: _____

First Name: _____ Last Name: _____

Address: _____ Email: _____ Phone #: _____

Names of residents in your home and age of the children (this will allow updating our member phonebook):

- | | | |
|----------|------------|------------|
| 1. _____ | 4. _____ | Age: _____ |
| 2. _____ | 5. _____ | Age: _____ |
| 3. _____ | Age: _____ | 6. _____ |
| | | Age: _____ |