

**SILVERCREEK MASTER ASSOCIATION
RULES GOVERNING POOL USE DURING COVID-19 CRISIS**

The Board of Directors of Silvercreek Master Association (the "Association") adopts these rules on the 1st day of July, 2020, effective immediately.

BACKGROUND

A. The Association exists pursuant to the Michigan Nonprofit Corporation Act, the Articles of Incorporation for the Association, the Declaration of Covenants, Conditions and Restrictions (the "Declaration") and the Association's Bylaws (the "Governing Documents").

B. The Association is responsible for governance, maintenance and administration of the condominiums subject to the provisions and restrictions of the Declaration (the "Silvercreek Community").

C. Article IV, Section A of the Declaration authorizes the Association's Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Silvercreek Community.

D. The Association's Board of Directors desires to adopt rules governing use of the Silvercreek Community's pool and related improvements and facilities (collectively the "Pool") during the COVID-19 crisis.

The Association's Board of Directors adopts the following rules and regulations for the Silvercreek Community (the "Rules"), which are binding upon all Owners and their tenants, occupants, successors and assigns, and which supersede any previously adopted rules on the same subject matter:

1. Capacity. In compliance with any applicable State Executive Orders and any other State and County requirements, the maximum number of individuals that may be in the Pool at any given time is 80. The maximum number of individuals that may be in the Hot Tub/Spa at any given time is 4. Subject to the restrictions contained in these Rules, use of the Pool is limited to the occupants of the Residence, whether they be Co-owners, their tenants or other non-Co-owner occupants ("Occupants"). Upon entry into the Pool, Occupants must show photo identification or other proof of their identity and residence, sign in with the Association's logbook and complete and sign a Waiver and Acknowledgment and must also sign out upon exiting the Pool. Use of the pool is permitted on a first-come, first-serve basis, notwithstanding section B.

A. Pool Attendant. The Board shall appoint a Pool Attendant to monitor the Pool and/or logbook to enforce compliance with these Rules. In instances where the use or capacity of the Pool is not in compliance with these Rules, the Pool Attendant may close the Pool or require those Occupants in violation of these Rules to leave the Pool. The Pool Attendant is not a lifeguard.

B. Duration. To provide equal opportunity to use and enjoy the Pool, if the Pool is at capacity, Occupants shall be limited to use the Pool for a maximum of 2 hours.

2. Pool Use.

A. Prevention. To prevent the spread of COVID-19 and promote the continued use and enjoyment of the Pool, the following prevention measures must be followed by any Occupant who anticipates using the Pool:

i. Signs of Illness. Regardless of whether there is an official diagnosis, any Occupant with exhibiting the following symptoms shall refrain from entry or use of the Pool: a fever over 100.4°; cough; shortness of breath; sore throat; new loss of smell or taste; and/or gastrointestinal problems including, but not limited to, nausea, diarrhea and vomiting. Occupants experiencing any of these symptoms, or who have been around anyone experiencing these symptoms, must refrain from using the Pool for at least 14 days from when the symptoms subside or from the time of exposure to the individual experiencing these symptoms.

ii. Notification. Occupants are responsible to promptly notify the Association if they experience any of the symptoms identified in Paragraph 2(a)(i), above, within 14 days of their use of the Pool. Any information provided to the Association will be kept private and confidential.

iii. Safe Practices. It is recommended that Occupants intending to use the Pool adhere to the following:

a. Frequently wash hands with soap and water for at least 20 seconds, or use hand sanitizer when soap and water are otherwise unavailable;

b. Avoid touching your face;

c. Sneeze or cough into a tissue or the upper sleeve/arm area;

d. Avoid sharing food, drinks, equipment (e.g. goggles, flotation devices, toys) or towels with Occupants that are not from the same household;

e. Refrain from making physical contact with others, such as shaking hands.

f. Wear a suitable protective mask/face covering in enclosed spaces and when within six feet of others outside your household.

B. Release; Assumption of Responsibility. Adult Occupants desiring to use the Pool shall execute an Association-provided Release and Hold Harmless Agreement and must return the signed Release and Hold Harmless Agreement to the Association prior to the adult Occupant's use of the Pool. Although the Association is undertaking reasonable efforts to mitigate danger at the Pool, there are known and potential dangers of utilizing the Pool and that

use of the Pool may result in exposure to COVID-19 or other injury or illness, which could result in quarantine requirements, serious illness, disability or death. All Pool users assume full responsibility for, and risk of illness, bodily injury or death to themselves and those under their control and supervision from any exposure to COVID-19 or other injury or illness while utilizing the Pool.

C. Social Distancing. Occupants using the Pool must maintain at least a six (6) feet distance between people that are not from the same household. If indoors, if at least six (6) feet cannot be maintained between people from different households, to the extent possible, individuals must wear masks. If loungers and chairs are to be provided by the Association, they will be placed in accordance with these Rules and Occupants are to refrain from moving these items.

D. Sanitization. Occupants must disinfect any shared surfaces or equipment in and around the Pool after use, including but not limited to, gates, loungers, tables and door handles. Occupants must promptly notify the Association if disinfectant materials are missing or empty.

3. Notification. Occupants have the responsibility to report to the Association any violations of these Rules, including, but not limited to instances it is observed that capacity exceeds the number specified in Paragraph 1, above.

4. Removal, Suspension & Termination. The Association may remove any Occupant from the Pool for violations of these Rules. The Association may need to suspend all Occupants' use of the Pool from time to time to clean, sanitize or address other concerns with the Pool. Should Occupants fail to adhere to these Rules, the Board may terminate usage of the Pool for the remainder of the season.

5. Applicability. These Rules shall be construed in conjunction with, and not in contravention of, the various provisions of the Governing Documents. The Association may enact further restrictions and guidelines pursuant regulations from the State or County.

Respectfully submitted,
Board of Directors
Silvercreek Master Association