

**BOARD RESOLUTION OF WEST FORK OWNERS ASSOCIATION, INC.**

**GOVERNING THE USAGE OF THE WEST FORK VILLAGE O.A., INC. COMMUNITY CLUBHOUSE, POOL, SPAS, SAUNA, FITNESS CENTER, CONFERENCE ROOM, GUEST HOUSES AND ASSOCIATED COMMON ELEMENTS**

DULY PASSED ON January 28, 2021

**Amendment Number 4**

**Resolution Number 15**

**Subject: CLUBHOUSE, POOL, SPAS, SAUNA, FITNESS CENTER, CONFERENCE ROOM, GUEST HOUSE AND ASSOCIATED COMMON ELEMENT RULES**

WHEREAS, the West Fork Village Owners Association, Inc. (WFVOA), is a Nonprofit Corporation which is accountable through its Executive Board and Staff to the Owners of West Fork Village;

WHEREAS, the WFVOA Declaration of Covenants, Conditions And Restrictions (CC&R), under Article 5, Paragraph 1, grants the WFVOA Executive Board the authority to adopt and amend Bylaws, Rules and Regulations;

RESOLVED, the WFVOA Executive Board adopts the following Rules, and rescinds all previous Rules, written or otherwise, governing the use of the Clubhouse and Associated Common Elements, Pool, Spas, Sauna, Fitness Center, Conference Room and Guest Houses.

**DEFINITIONS**

- 1. Member:** An Owner and legal residents, including Minor Children, of a Living Unit at West Fork Village O.A., Inc.
- 2. Tenant-Occupant:** An authorized User who is the lessee of a Landlord Member's Unit, who is over the age of 18, utilizing the premises as a shared privilege of their Landlord Member as a result of an approved rental/lease of a Living Unit at West Fork Village O.A., Inc.
- 3. Guest:** Invited Guests of Members, Tenant-Occupants, The Declarant, and The West Fork Village O.A., Inc.
- 4. Host:** A Member, or a Tenant-Occupant that is the party legally responsible for supervising all invited Guests, and who is responsible for any damages or liabilities resulting from Guest actions or negligence.
- 5. Minor Child/Children:** A child/children under the age of 18 of a Member, Tenant-Occupant or Guest that is the legal guardian of that child/children.

*West Fork Village Owner's Association, Inc.*

6. **User:** A Member, Tenant-Occupant, Guest, Host or Minor Child utilizing the premises.
7. **Executive Board:** The management authority for the West Fork Village O.A., Inc.
8. **On-Site Manager:** The independent management entity contracted by the West Fork Village O.A., Inc. Executive Board on behalf of West Fork Village O.A., Inc.
9. **Association:** The West Fork Village O.A., Inc.
10. **Premises:** All West Fork Village O.A., Inc. Common Elements as defined in the West Fork Village O.A., Inc. CC&R.

**OPERATING PROCEDURES AND LIABILITY ACKNOWLEDGMENT**

**1. Liability Acknowledgement:**

- A. Use of the Premises is at the sole risk of the Member, Tenant-Occupant, Host and/or Guest.
- B. By utilizing the Premises, Members, Tenant-Occupants Hosts and/or Guests acknowledge and accept:
  - i. Full responsibility for themselves, their Minor Child/Children and/or any of their Guests for any liabilities whatsoever and pledge to fully indemnify and hold harmless the West Fork Village O.A., Inc. from any and all liabilities resulting from Member, Tenant-Occupant, Host or Guest actions, inactions or negligence.
    - (a) Said indemnification shall include all court costs and attorney fees.
    - (b) All said liabilities shall be considered lienable expenses under the Association rights in the Declaration.
  - ii. That they have consulted with their physician or healthcare provider and are physically healthy enough to utilize the Premises.
  - iii. That they have read and understand the provisions of this policy and the WFVOA Bylaws and CC&R.

**2. Operating Season, Hours of Operation and Quiet Hours for Club House & Condos:**

- A. With the exception of the Pool, the Premises are operated and open for use year-round.
- B. The operating season will approximately run between Memorial Day and Labor Day each year, dependent of the annual weather conditions.
  - i. The operating season of the Pool will be determined annually by the Association.

*West Fork Village Owner's Association, Inc.*

- C. The Hours of Operation for the various areas of the Premises shall be:
  - i. Club House, Fitness Center, Conference Room: 4:30AM to 10:00PM;
  - ii. Pool, Sauna and Spas: 9:00AM to 9:00PM.
- D. These hours apply to all activities on the Premises. Restricted hours may be posted for cleaning, repairs and special events.
- E. All Users must exit the premises by 10:00PM.
- F. Quiet hours are from 10:00PM to 10:00AM for all the condominium residents and their guest(s), and those staying in the clubhouse.
- G. Quiet hours for annoying construction sounds are from 6:00PM to 8:00AM.
- H. The Executive Board and/or On-Site Manager reserve the exclusive right to alter the Hours of Operation of any area of the Premises, without notice, for any reason at any time.

**3. Inclement Weather/Lightning:**

- A. The Association and/or On-Site Manager(s) reserve the sole right to close to the entire Premises or any portion thereof due to Inclement Weather.
- B. In the event of any lightning strike occurs within 10 miles of the property, the Pool and Spas will be closed immediately until such time as the Association and/or On-Site manger(s) deem it safe.
- C. If at any time lightning is visible and the On-Site Manager(s) is/are not present on the Premises, use of the Pool and Spa is to be immediately suspended until further notice from the Association and/or On-Site Manager(s).

**4. No Lifeguard on Duty:**

- A. Use of the Pool and/or Spas is At Your Own Risk.
- B. In the event of an emergency, Dial 911.

**5. Behavior:**

- A. Members and Tenant-Occupants, acknowledge and accept full responsibility for themselves and all of their Guests for any liabilities whatsoever resulting the use of the Premises.
- B. Users shall conduct themselves in an orderly and socially acceptable manner at all times.

*West Fork Village Owner's Association, Inc.*

- C. Proper etiquette, language and courtesies are to be observed while on the premises.
- D. The use of foul language, inappropriate or loud exclamations or harassment of any kind is prohibited.
- E. Running, Horseplay and/or any other unsafe or disruptive behavior is strictly prohibited.

**6. Attire and Bathing:**

- A. Users are required to wear suitable attire when utilizing the Premises.
- B. Nudity or indecent attire is strictly prohibited anywhere on the Premises.
- C. Swimming attire is mandatory when utilizing the Pool and/or Spas.
  - i. Children lacking bowl control must wear an appropriate Swim Diaper.
- D. A thorough shower using soap and water is required for any User before entering the Pools or Spas in order to help maintain function and cleanliness of these facilities.
  - i. There are private showers in the Men's and Women's restrooms and a public shower adjacent to the upper Spa.

**7. Smoking & Controlled Substances:**

- A. Smoking of any kind is not permitted anywhere on the premises, both interior and exterior.
- B. West Fork Village O.A., Inc. is a strict "Drug-Free Zone" and observes all applicable city, county, state and federal laws governing the control and use of Controlled Substances.
  - i. Members and Tenant-Occupants, acknowledge and accept full responsibility for themselves and all of their Guests for any liabilities whatsoever resulting from use of controlled substances on the Premises.
  - ii. The Association will not be held liable for any injury and or death which occurs on the Premises which result from the use of controlled substances.

**8. Alcoholic Beverages, Non-alcoholic Beverages, Food and Containers:**

- A. The Association does not condone the use of alcohol on Premises. However, it does not prohibit the sensible and moderate consumption of alcoholic beverages on the Premises by Users who are legal age to do so.

*West Fork Village Owner's Association, Inc.*

- i. Members and Tenant-Occupants, acknowledge and accept full responsibility for themselves and all of their Guests for any liabilities whatsoever resulting from alcohol consumption on the Premises.
  - ii. The Association will not be held liable for any injury and or death which occurs on the Premises which result from the consumption of alcohol.
  - iii. Kegs of beer of any size are not permitted on the premises at any time.
- B. The possession or consumption of beverages and/or food of any kind is prohibited within the Pool, Spas or Sauna.
- C. No glass container of any kind is permitted on the Premises at any time.

**9. Music and Radios:**

- A. Music and other sound devices must be kept at a reasonable level in accordance with city code and must not be nuisance to other Users.
- B. Music and/or other sound devices that is offensive, contains derogatory lyrics and/or profanity is prohibited at all times.
- C. The prohibition or allowance of the use of any music or sound device is left to the sole discretion of the Association and/or On-Site Manager(s).

**10. Flotation Devices:**

- A. The use of flotation devices is restricted to the use of approved safety flotation devices.
- B. Users requiring the use of an approved safety flotation device must be accompanied by an adult over the age of 18 at all times when in the water.
- C. Other flotation devices are permitted so long as they do not pose a nuisance or safety concern and their use is at the sole discretion of the Association and/or On-Site Manager(s).

**11. Furniture and Equipment:**

- A. Pool and patio furniture may be moved within the Pool Deck Area but may not be removed. Users are responsible for retuning any pool or patio furniture to its original location before leaving.
- B. All other furniture within the Premises may not be moved without the express consent of the Association and/or On-Site Manager(s).
- C. Fitness equipment must be cleaned and sanitized using the antiseptic provided after use.

**12. Pets and Animals:**

- A. Pets and/or Animals are not permitted on or within the Premises at any time.

**13. Restrictions:**

- A. The Executive Board reserves the right to close or place special restrictions on portions of the premises on a temporary basis for cleaning, repair, remodeling, or special events with safety in mind.
- B. Use of closed or restricted areas is prohibited except as may be otherwise posted.

**14. Minor Child/Children:**

- A. Users that are Minor Children are not permitted to use any portion of the Premises without the direct supervision of a Member or Tenant-Occupant.
- B. Members and Tenant-Occupants are required to directly supervise Users who is/are a Minor Child/Children and are responsible for the behavior and conduct of any Minor Child/Children which they accompany on the Premises.
- C. Users may not accompany and/or supervise any Minor Child/Children on the Premises for which they are not the legal guardian or acting legal guardian of nor may Guests accompany and/or supervise any Minor Child/Children on the Premises without the presence of an adult Member or Tenant-Occupant with the following exception:
  - i. A Minor Child/Children of a Member and/or Tenant-Occupant may be accompanied/supervised on the Premises by a caregiver acting as the legal guardian of the Minor Child/Children if:
    - (a) A Release of Liability Waiver has been signed by the Member or Tenant-Occupant who is the legal guardian of the Minor Child/Children and is on file with The Association and;
    - (b) The Caregiver has been granted access to the Premises in accordance with the WFVOA CC&R.

**15. Guests:**

- A. Members and Tenant-Occupants, acknowledge and accept full responsibility for any Guests which they grant access to the Premises and for any liabilities whatsoever resulting the use of the Premises by those Guests.

*West Fork Village Owner's Association, Inc.*

- B. Members and Tenant-Occupants are permitted to accompany up to two (2) adult Guests and the Guest's Minor Child/Children onto the Premises without paying a Guest Fee.
- C. Members and Tenant-Occupants are permitted to accompany up to four (4) additional Guests and the Guest's Minor Child/Children, for a total of six (6) adult Guests and the Guest's Minor Child/Children, for a fee of \$2 per adult Guest for adult Guests four (4) through six (6).
- D. If a Member or Tenant-Occupant wishes to admit more than six (6) adult Guests, a Clubhouse Reservation Request must be made and approved and the applicable fees paid.
- E. All Adult Guests and the Guest's Minor Child/Children must be accompanied by a Member or Tenant-Occupant at all times, regardless of the number or age of the Guests.
- F. Members and Tenant-Occupants are entitled to access to the premises before Guests. As such, The Association and the On-Site Manager reserve the exclusive right to limit Guest access, assign Guest hours, implement/adjust Guest fees or to issue/revoke Guest passes at any time.

**16. Reservations:**

- A. For parties exceeding the allowable number of six (6) adult Guests, utilization of the Premises must be approved by the Association or On-Site Manager via the submission and approval by a Member or Tenant-Occupant of a Clubhouse Reservation Form and payment of the Non-Refundable Clubhouse Usage Fee and Refundable Damage Fee.
- B. Reservation does not grant exclusive access to any portion of the Premises with the following exceptions:
  - i. Bar-B-Que Grill
  - ii. Conference Room
  - iii. Tables and Chairs located on the upper west side of the pool deck.
- C. Reservation approval is at the sole discretion of the Association or On-Site Manager and may be denied to align with the other provisions of the WFVOA Bylaws or CC&R.

**17. Guest Houses:**

- A. Two (2) Guest Houses located within the Clubhouse are available for rental to Members and Tenant Occupants.
- B. Members and Tenant-Occupants, acknowledge and accept full responsibility for any Guests which they grant access to the Premises and for any liabilities whatsoever resulting the use of the Premises by those Guests.

*West Fork Village Owner's Association, Inc.*

- C. Guests utilizing the Guest Houses are restricted from accessing any other portion of the Premises at any time without being accompanied by a Member or Tenant-Occupant.
- D. Utilization of the Guests Houses requires an approved reservation made by a Member or Tenant-Occupant and payment of all fees.
  - i. Reservations are offered on a "First come, first served" basis.
  - ii. Reservation approval is at the sole discretion of the Association or On-Site Manager and may be denied to align with the other provisions of the WFVOA Bylaws and CC&R.
- E. No pets of any kind are permitted within the Guest Houses.

**18. Management:**

- A. Management of the Premises is provided by the Association through the On-Site Manager(s).
- B. The On-Site Manager(s) is/are available on a limited schedule to assist Users, maintain the premises and coordinate events occurring on the Premises.
- C. Damage to the Premises, equipment or any other unsafe condition must be reported to the Association and/or On-Site Manager(s) immediately.
- D. The On-Site Manager(s) is/are can be contacted via phone, the submission form on the West Fork Village O.A., Inc. Website, email and/or through the message box located in the Clubhouse office.
- E. The Association and/or On-Site Manager(s) will make every effort to respond to inquiries regarding the Premises within one (1) business day.

**19. Access:**

- A. For the convenience of Members and Tenant-Occupants, access to the Premises are offered without the need for full-time supervision by the Association.
- B. Members and Tenant-Occupants may access the premises during posted Hours of Operation via the fingerprint access terminal located at the main entrance of the Clubhouse.
  - i. Accessing the Premises outside of the posted Hours of Operation or by any other means other than the fingerprint scanner is a violation of this policy and may result in revocation of access to the Premises.



*West Fork Village Owner's Association, Inc.*

- ii. Any Member, Tenant-Occupant, Guest or User who grants access to the Premises in violation of this policy may have their access to the Premises revoked.
- C. New Members and Tenant-Occupants will need to register for access during the times posted within the Clubhouse or by contacting the On-Site Manager.
  - i. Members must authorize access for their Tenant-Occupant by completing a Tenant-Occupant Authorized User and Release of Liability Waiver.
- D. Utilization of the Premises is restricted to Members and Tenant-Occupants who have signed an Operating Procedures and Liability Acknowledgement Waiver and have been granted access to the premises via the fingerprint access terminal and their Guests.
- E. Doors and gates must remain closed at all times and may not be propped open under any circumstances without the express approval of the Association and/or On-Site Manager(s). Access to the Pool is limited via the main entryway of the Clubhouse. Opening doors or gates for anyone at any time which permits access to the Premises without a fingerprint scan is strictly prohibited and is grounds for revocation of access privileges.

**20. Revocation of Privileges:**

- A. Access to the premises is restricted to Association Members and Tenant-Occupants in good standing with the West Fork Village O.A., Inc.
- B. The Association reserves the right to restrict and/or revoke access for delinquent WFVOA Dues and/or Fines, abuse of the Premises, and/or violation of this policy, the WFVOA Bylaws and/or CC&R by Members, Tenant-Occupants and/or their Guests at the sole discretion of the Association and/or the On-Site Manager.
- C. Members who have

**21. Member, Tenant-Occupant and Host Liability:**

- A. Any Member, Tenant-Occupant and/or Host who grants access to a Guest is required to sufficiently educate their Guests regarding this policy, the Bylaws and CC&R of the Association any policies as may be posted from time to time in selected areas of the Premises.
- B. By utilizing the Premises, Members, Tenant-Occupants and/or Hosts, acknowledge and accept:
  - i. Full responsibility for themselves and any of their Guests for any liabilities whatsoever and pledge to fully indemnify and hold harmless the West Fork Village O.A., Inc. from any and all liabilities resulting from Member, Tenant-Occupant, Host



*West Fork Village Owner's Association, Inc.*

or Guest actions, inactions or negligence. Said indemnification shall include all court costs and attorney fees. All said liabilities shall be considered lienable expenses under the Association rights in the Declaration.

We, the undersigned, hereby certify that West Fork Village Owner's Association, Inc. Executive Board is comprised of five (5) members, of whom five (5), constituting a quorum, were present at a meeting duly called, convened and held this 28 day of January, 2021, and that this Resolution was duly adopted at said meeting by the affirmative vote of five (5), members, and opposed by zero (0), member(s), and that said Resolution has been duly recorded in the Minutes and is in full force and effect.

Matthew J. Newman - President  
[Director]

[Signature] - Vice President  
[Director]

Carrie Hoenine - Treasurer  
[Director]

Michael G. [Signature] - Visiting Member  
[Director]

[Signature] Secretary  
[Director]

