

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into this 14th day of February, 2023, by and between the Willow Creek Homeowners Association No. 1, Inc. (“Willow 1”), the Willow Creek Homeowners Association No. 2, Inc. (“Willow 2”), and the Willow Creek Homeowners Association No. 3, Inc. (“Willow 3”). Willow 1, Willow 2, and Willow 3 shall collectively be referred to herein as the “Associations” and individually referred to herein as an “Association.”

Recitals

WHEREAS, the Associations each own and operate common areas, including tennis/pickleball courts, for the benefit of their respective homeowner members;

WHEREAS, competition and fellowship are fostered when a larger group of players is able to play together, such that there will be adequate competition among players of differing abilities, and such competition and fellowship among Association tennis players, therefore, benefiting the homeowner members of each Association;

WHEREAS, the Willow Creek Tennis Club (“WCTC”) was authorized in 2009 through a Memorandum of Understanding executed by the Associations, and has operated since that time through the management of a volunteer Willow Creek Tennis Club Committee (“WCTCC”) made up of members from each of the Association;

WHEREAS, members of the WCTCC from each Association may also serve as members of a tennis committee, court committee, or equivalent body for that Association, and each such committee or equivalent body serves as a liaison between the WCTCC and such Association’s Board of Directors; and

WHEREAS, the Associations agree to make a set number of courts available to WCTC for use in United States Tennis Association (USTA) and Colorado Tennis Association (CTA) competition and other WCTC-sanctioned events as set forth herein.

NOW, THEREFORE, the board of directors of each Association find and affirm the following understandings:

1. Members of the WCTC, when engaged in WCTC-sanctioned events (WCTC events), will be considered a guest of WCTC homeowner members in an Association when playing on such Association’s courts. WCTC events include:

Willow 1 & Willow 2: USTA/CTA adult matches, socials, WCTC organized tournaments, junior team tennis practice and matches, and youth drills organized and scheduled through WCTC.

Willow 3: USTA/CTA adult matches and junior team tennis matches

2. Notwithstanding the above, tennis courts owned by each Association are available for use only by members and guests of that Association and pursuant to such rules as each Association may adopt. WCTC members are not considered guests and are not authorized to utilize the tennis courts of an Association other than the Association in which they are a homeowner member, except when they are engaged in WCTC events or otherwise using the courts as a guest of an authorized resident. WCTC members abusing this provision may be subject to suspension or dismissal from future WCTC events.

3. During WCTC events, WCTC members and competitive guests shall adhere to USTA and CTA rules and conduct themselves with utmost respect to their fellow competitors and nearby residences. Courteous and sportsmanlike behavior is required at all times. Loud, abusive, or profane behavior may be subject to match suspension and suspension from future WCTC events.
4. Each Association will make basement restrooms available to WCTC members during WCTC events. In return, WCTC team captains or WCTC person in responsible charge will inspect, clean, and otherwise ensure that clubhouse restroom facilities are left in the same or better condition than prior to the WCTC event.
5. Each Association delegates to WCTC the responsibility and priority for scheduling WCTC events on the courts of all Associations as specified herein, in a manner that is equitable and ensures that some courts are always available for open play in each Association. The Associations commit to making the following seven (7) courts available for WCTC events.

Willow 1: Jamison West Court
Willow 2: Mineral Courts #1, #2, #3, and #4
Willow 3: Phillips Courts #1 and #2

6. In addition, Willow 1 commits to making the Jamison East court available for WCTC adult, evening competition for no more than twenty (20) events per calendar year, and only at those times when the seven committed courts are fully scheduled and when courts with pickleball lines can be used in accordance with the Colorado District League Regulations.
7. Until such time that Willow 1's Quebec courts are reconstructed to hard-surface courts, similar to all other courts owned by the Associations, the Quebec courts will not be scheduled for WCTC adult competitions, unless the seven committed, courts, Jamison East court, and Suburban Parks and Recreation District court alternatives are fully in use or are otherwise not available, and both team captains agree to their use in lieu of other options. The Quebec courts may be used for WCTC-scheduled lessons and Junior Team Tennis practices, drills, and competitions.
8. WCTC is equally accountable to each Association, and shall not enter into any separate understanding, agreement, or contractual obligation with an Association that does not include the other Associations or for which permission has not been explicitly granted by the other Associations.
9. Exhibit A to this Memorandum is the Policies and Procedures for the WCTC that have been prepared and approved by the WCTCC to govern WCTC operations. Governance of WCTC will be compliant with Exhibit A and this Memorandum. WCTCC will solicit feedback from its club members at the end of each tennis season and will modify the Policies and Procedures as may be warranted prior to annual renewal of this Memorandum, as provided herein.
10. This Memorandum is in effect for a period not to extend beyond December 31, 2023. Continuance of this Memorandum for periods beyond that date is subject to annual approval by the Associations' Boards of Directors. Should any Board decline to approve renewal at that time, this Memorandum will expire.
11. In addition, this Memorandum may be revoked by an Association at any time in the event of a *bona fide* emergency involving public safety, court order, conflicting requirement of any governmental entity having

jurisdiction, or mandatory requirement of an insurance contract to which an Association is a party. Any such termination shall be with prior consultation with the WCTC and written notice to the other Associations.

Upon approval of their respective Board of Directors, each Association has caused this Memorandum of Understanding to be implemented effective as of the date of the last such signature below.

Willow Creek Homeowners Association No. 1, Inc.

DocuSigned by:
By: WC1: Randy Dorsey
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President

2/16/2023 | 5:21 AM PST
Date: _____

Willow Creek Homeowners Association No. 2, Inc.

DocuSigned by:
By: Blair Zykan
609C94C64E3D44C...
President

3/1/2023 | 12:01 PM PST
Date: _____

Willow Creek Homeowners Association No. 3, Inc.

DocuSigned by:
By: WC3: Aidan O'Shea
05090621BE164DD...
President

2/25/2023 | 6:18 AM PST
Date: _____