



April 19, 2021

To the residents of Tyler Walk:

As summer approaches, we have been getting lots of questions about the status of the pool this summer. The purpose of this letter is to share our plans for the pool and hopefully answer most of the questions you may have regarding the pool.

We are very pleased to announce that our pool will be OPEN this summer! However, there will be some significant changes in the operations of the pool in order to comply with Bucks County Department of Health requirements intended to keep our residents and pool staff safe during the pandemic, and also operate in a practical and responsible manner.

The following is a list of notable changes this summer:

- **Only current residents of Tyler Walk in good standing will be issued a 2021 pool pass to use the pool.** Sorry, but no guests at this time.
 - Good standing means you must have no outstanding amounts due to the Homeowners Association.
 - All residents must sign a liability waiver in order to receive 2021 pool passes.
- **Only 60 residents will be allowed in the pool area at one time.**
 - We have hired a pool ambassador to work at the front gate during the weekends and at other busy times.
 - The pool ambassador will check for valid current pool passes and ensure the capacity limit of 60 people is maintained.
 - We will admit residents on a first come, first serve basis.
 - Every day at 4pm, if we are at full capacity and there are additional residents waiting in line to enter the pool area, then all residents must exit the pool area. Once you exit, you may go to the back of the line to enter the pool area again. The purpose of this rule is to give more residents an opportunity to enjoy the pool when we are at full capacity
- **No pool furniture or umbrellas will be provided to residents.** If you want to use chairs, blankets, and/or umbrellas while at the pool, you will need to bring these items with you to the pool area and take them home with you when you leave the pool area.
- **Maintain social distancing in the pool area.** We ask that you and your family members stay at least 6 feet away from other families both in the pool and out of the pool.
- **You must wear a face mask when entering and leaving the pool area through the pool entrance, and also when using the bathrooms.**
 - The lifeguard or pool ambassador will provide a key to the bathroom upon request. There will be a maximum of two family members allowed in one bathroom at a time.



- There will be hand sanitizing stations at the pool entrance and bathroom entrances.
- **There will be no floats, inflatables, balls, or pool toys allowed in the pool or pool area.**
The only exception is that personal arm floats and life jackets will be permitted for young children.
- **We will not be allowing rentals of the clubhouse or pool this season.**

These rules may change during the course of the summer depending on the Bucks County Department of Health requirements and the feedback we receive from the pool ambassadors and the lifeguards.

The pool will be open on May 29th, 30th and 31st, then weekends only until June 20th, and then 7 days a week from June 26th until September 6th. Pool hours of operation are 12 noon until 8 p.m.

In this packet, we have included our pool signup form to receive 2021 pool passes, our pool rules and procedures for 2021, and our liability waiver.

Future updates will be posted on our community website, tylerwalk.org. If you have any questions or concerns regarding our pool or anything else, please reach out to our Property Manager, Brian Stedman, by phone at (215) 343-1550 or by email at b.stedman@cpm975.com.

Thank you for your patience and understanding. See you at the pool!

Sincerely,

Your Board of Directors
Tyler Walk Homeowners Association

Al Pakula, President

Bill Cahill, Vice President

Tom Angelini, CPA, Treasurer

Tina Cameron, Member-at-Large

John Liberto, Member-at-Large

**Tyler Walk Homeowners Association
Member Pool Tags for 2021**

The pool will be **opened starting Memorial Day weekend, Saturday, May 29, 30, 31st**. Hours of operation are 12 noon to 8 p.m. on weekends until June 26, 2021. Thereafter the pool is open 7 days per week until September 6, 2021, Labor Day weekend.

Residents will be required to have pool tags and **pool stickers affixed to their pool tags**. Volunteers will be present at the clubhouse on the following dates and times for residents to pick up their 2021 stickers:

Saturday, May 1, 2021 between 9:00 a.m. and 11:00 a.m.

Sunday, May 2, 2021 between 1:00 p.m. and 3:00 p.m.

Saturday, May 15, 2021 between 10:00 a.m. and 12:00 p.m.

In order to obtain a new pool tag with sticker there are several requirements.

1. Please bring a photo ID with proof of current address (driver's license is acceptable or a utility bill (junk mail is not acceptable).
2. All residents 18 years old or older will need to sign a COVID-19 liability waiver. Parents will need to sign for minors under the age of 18 and the minor(s) names(s) will be listed on the waiver, enclosed.

Residents are limited to one sticker and tag per family member. Only residents in good standing are permitted to use the pool, so you must be current on your dues to obtain a sticker. **Due to Covid-19 rules, guests are not permitted this pool season.**

If you cannot make any of these dates or times, you will need to send a self-addressed, stamped envelope with a request for your 2021 stickers to:

Continental Property Management
Attention: Brian Stedman
975 Easton Road, Suite 102
Warrington, PA 18976

If you lost your tags, we will have tags available as well, or you can send a self-addressed, stamped envelope with a request for both stickers and replacement tags. Please include sufficient postage on your return envelope if you are requesting new tags.

Clubhouse Rentals

The Clubhouse will not be available for rental this summer season.

**TYLER WALK HOMEOWNERS ASSOCIATION
RESIDENT POOL AGREEMENT REGISTRATION 2021**

**All owners must complete this form to obtain 2021 pool tags.
**Landlords must sign below before tenant will receive tags.
***Please list name and age of all full-time residents in your unit
****Failure to complete all necessary information with signatures results in no tag*

Applicant Owner Information:

Name:	
Address:	
City:	State:
Email:	Home or Mobile Phone:

Name of Residents: (Owner or tenant applying for tag)

Name:	Relationship:	Age:
Signature:		
Name:	Relationship:	Age:
Signature:		
Name:	Relationship:	Age:
Signature:		
Name:	Relationship:	Age:
Signature:		
Name:	Relationship:	Age:
Signature:		

Signature of Owner or Tentant: By my signature above, I HAVE READ AND AGREE to adhere to the attached pool RULES & COVID-19 PROCEDURES. FAILURE TO DO SO WILL RESULT IN NOT BEING ABLE TO USE THE POOL.

TYLER WALK HOMEOWNERS ASSOCIATION POOL RULES & COVID PROCEDURES 2021

The Pool will operate on 4-hour increments. All residents entering the pool will need to sign-in. The first sixty (60) people will be permitted into the pool area for 4 hours. At 4:00 PM, everyone will vacate the pool to allow for the next sixty (60) people to enjoy the facility. The pool closes at 8:00 PM.

When someone leaves the pool they forfeit their time and another resident can enter the pool. There is no holding spots. Residents will be asked to leave 5 minutes before the next time.

Guests are not permitted. ONLY RESIDENTS OF TYLER WALK ARE PERMITTED AT THIS TIME. Any changes to this policy will be sent out via email and posted on tylerwalk.org should the Bucks County Department of Health (BCDH) change their current guidelines.

Masks are mandatory when checking in at the pool. We strongly encourage you to wear your mask if you are waiting in line to validate a pass or waiting in line to enter the pool. The Clubhouse is only open for pool passes at this time, even when the pool is open.

Hand sanitizer stations will be set up for your use. **The bathrooms will be cleaned and disinfected** each day the pool is open. Either the lifeguard or pool ambassador will have a bathroom key to distribute. One adult at a time will be allowed in the bathroom, or an adult with a child family member. ***Masks are mandatory while in the bathroom.***

Residents will need to bring their own chairs and blankets to use at the pool. At this time, pool furniture will not be provided. There will be no floats, inflatables, balls or toys allowed in the pool or pool area with the only exception being life jackets and/or personal arm floaties for young children.

While the pool deck will not be sectioned off, we encourage residents to sit in close proximity with family only and allow social distancing with their chairs and the chairs of other residents.

The Association reserves the right to withdraw permission to enter and use the Pool and to eject anyone from the pool area if the foregoing conditions and procedures are not met, and reserves the right to close the Pool without notice.

**TYLER WALK HOMEOWNERS ASSOCIATION
WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,
HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT**

1. Despite the COVID-19 pandemic and crisis, I/we _____ and _____, owners and/or tenants of the Unit located at _____ (address), on behalf of ourselves [and on behalf of our minor children _____ (include names of minor children)] and on behalf of our successors, heirs and assigns (together "RELEASORS") have requested permission to access, use and take advantage of the common facilities including the pool, pool facilities including the clubhouse, tennis courts, pool area, basketball courts, and tot lot (hereinafter referred to collectively as "Common Facilities") located within Tyler Walk Homeowners Association (hereinafter referred to as "Association").

2. RELEASORS understand and acknowledge that the novel strain of the coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and has resulted in the emergency disaster declaration by Pennsylvania Governor Tom Wolf, effective March 6, 2020. RELEASORS understand and acknowledge that COVID-19 is extremely contagious, can be life-threatening and dangerous, and is believed to spread mainly from person-to-person contact.

3. RELEASORS hereby acknowledge that they are fully aware of the COVID-19 pandemic, the risk associated therewith, and all related federal, state and/or local governmental/municipal orders, directives and guidelines, including but not limited to those related to frequent hand washing, large gatherings, social distancing, and the use of Personal Protective Equipment such as face masks and gloves. RELEASORS are also aware that use of the Common Facilities can be considered a public activity in a public location during the continued COVID-19 pandemic, and is therefore considered a HAZARDOUS AND DANGEROUS ACTIVITY. RELEASORS acknowledge that there may be risks associated with the novel COVID-19 virus that are currently not known. Accordingly, as a result of the known and unknown risks of the COVID-19 virus, RELEASORS hereby acknowledge that by participating in this hazardous and dangerous activity, RELEASORS and/or our minor children and others with whom RELEASORS may come into contact could be infected with the COVID-19 virus due to our activities, use or presence in/on the Common Facilities, and said infection could result in illness, serious injury or death. RELEASORS HEREBY ACKNOWLEDGE, THAT THEY ARE VOLUNTARILY PARTICIPATING IN THE COMMON FACILITY ACTIVITIES AND BEING PRESENT ON/IN THE COMMON FACILITIES WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE DANGERS ASSOCIATED AND INVOLVED THEREIN, ESPECIALLY WITH RESPECT TO THE COVID-19 PANDEMIC, AND AGREE TO ASSUME ANY AND ALL RISKS OF ILLNESS, BODILY INJURY, DEATH OR FINANCIAL LOSSES WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. RELEASORS hereby further acknowledge that by utilizing and being present on/in the Common Facilities, they may contract COVID-19, and spread the virus to outside individuals, regardless of whether these individuals are members or occupants of the Association.

4. Upon consideration for receiving the Association's permission to allow use and access to the Common Facilities, RELEASORS hereby RELEASE, WAIVE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE the Tyler Walk Homeowners Association, their officers, directors, members, committee members, employees, managers, agents, heirs successors and assigns, (hereinafter referred to as RELEASEES) from and against any and all liability, claims, demands, actions, and causes of action whatsoever, including costs and attorneys' fees (whether or not suit is filed), arising out of or related to any loss, damage, illness, related to COVID-19 by RELEASORS, or others that we are in contact with during or after our use of/presence at/in the Common Facilities, including illness, injury, including death related to or in any way connected with RELEASORS' use and presence in/on/at the Common Facilities, whether caused by the negligence of the RELEASEES, any third party utilizing the Common Facilities or otherwise.

5. RELEASORS hereby acknowledge that the Common Facilities are not COVID-19 free, and that RELEASEES are not responsible for making the Common Facilities COVID-19 free, and cannot assure that the Common Facilities are COVID-19 free. RELEASORS hereby understand and acknowledge that even though preventative measures may be taken by RELEASEES to attempt to reduce the spread of COVID-19, RELEASEES make no representation that Common Facilities are COVID-19 free.

6. RELEASORS hereby forever AGREE TO RELEASE, WAIVE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE the RELEASEES from any loss (including but not limited to monetary losses), liability, damage or costs, including court costs and attorney fees, that RELEASEES may incur due to, as a result of or related to RELEASORS' use of, presence at/on or in the Common Facilities, whether caused by negligence of the RELEASEES or otherwise.

7. It is RELEASORS express intent that this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be binding on all of RELEASORS' successors, heirs, assigns and personal representatives.

8. RELEASORS hereby further agree that this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. BY SIGNING THIS RELEASE, RELEASORS ACKNOWLEDGE AND REPRESENT THAT they have read the foregoing Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement, understand it and sign voluntarily as their own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the person signing on behalf of RELEASORS, are at least eighteen (18) years of age and fully competent, has authority to sign this document, and executes this Release for full, adequate and complete consideration fully intending to be bound by same.

10. RELEASORS agree that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement as a whole.

11. This Waiver of Liability, Assumption of the Risk, Hold Harmless and Covenant not to Sue Agreement shall be applicable and shall apply to each and every instance of my/our use of the Common Facilities during the 2021 season.

12. By entry to, presence on/in and/or use of the Common Facilities, RELEASORS hereby covenant and agree to fully abide by and follow all relevant provisions of the Governing Documents, including specifically the Rules and Regulations, as well as all social distancing, frequent hand washing and sanitation, mask wearing and applicable CDC/Pennsylvania Department of Health recommendations and guidelines, including any and all local Department of Health and municipal requirements.

13. By each instance of entry to, presence on/in and/or use of the Common Facilities, RELEASORS hereby covenant and represent that they have not knowingly been exposed to anyone who has contacted COVID-19, that they do not have any symptoms of COVID-19 and are feeling well and healthy.

14. The Association reserves the right to withdraw permission to enter and use the Common Facilities and to eject anyone from the Common Facilities if the foregoing conditions and covenants are not met, and reserves the right to close the Common Facilities without notice.

Signed on this _____ day of _____, 20__.

Printed name:	_____	Signature:	_____
Address:	_____		
Phone:	_____		
Email:	_____		
Printed name:	_____	Signature:	_____
Address:	_____		
Phone:	_____		
Email:	_____		
Minor Children (list):	_____		