

Original Date	June 1st, 2020
Effective Date:	June 19, 2020
Termination Date	Fourteen (14) days after the CDC and the WHO declare the COVID-19 pandemic is over.
Last Amended Date:	0
Version:	Original
Category:	
Name:	Policy – COVID-19

WHEREAS, Article 3 section 3.1 of the Mountain Lodge By-Laws grants the Board of Directors all the powers and duties necessary for the administration of the Unit Owners Association; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO) have determined that the COVID-19 virus (“COVID-19”) is a global pandemic; and

WHEREAS, given the proven health risks associated with the COVID-19 pandemic, the Board of Directors of the Mountain Lodge Association (the “Board”) out of an abundance of caution for safety and health deems it advisable and in the best interest of all members of the Association to approve a policy, which outlines the protection of our staff, owners, guests, and tenants in all indoor common areas, itinerant lodging rooms, outdoor pool area, and commercial spaces open to the public; and

WHEREAS, the Mountain Lodge Condominium building is condo’s consisting of 229 residential units and other public space.

WHEREAS, the Board of Directors of the Mountain Lodge Association adopts the following policy with the guidance and best practices from the CDC, WHO, and the state and local health departments to reduce exposure to employees of the Association from the COVID-19 Virus.

THEREFORE, the Board adopts the following COVID-19 policy:

ARTICLE I: Government Guidelines. The West Virginia Strong (The Comeback), a Guide to Safely Operating Lodging Facilities, issued on May 13, 2020, - is hereby incorporated into this policy and may be used as a reference.

ARTICLE II: Definitions

- a) “Common Area” is any area of the condominium defined as common in the Association’s Governing Documents.
- b) “Indoor Common Area” Is any common area that is in the lodge building.
- c) “Disinfectant” is any substance or process that is used primarily on non-living objects to kill germs, such as viruses, bacteria and other microorganisms that can cause infection and disease. Disinfectant sometimes includes heat or ultraviolet lighting.

d) “Centers for Disease Control and Prevention (CDC)” is the branch of the U.S. Public Health Service under the Department of Health and Human Services charged with the investigation and control of contagious disease in the nation.

e) “World Health Organization (WHO)” is an agency of the United Nations responsible for coordinating international health activities and aiding governments in improving health services.

f) “Pandemic” is a global epidemic that has spread over several countries or continents, affecting many people.

g) “Employee” means any person or entity that is performs work for or is employed by the Association, including management staff.

h) “Epidemic” is a sudden increase in the number of cases of a disease above what is normally expected in that population of a certain area.

i) “Electrostatic” is the science of charging liquids such as sanitizer and disinfectants, which creates droplets that will repel one another and enables the droplets to stick to and around environmental objects.

j) “Sanitizer” is any substance or process that is used primarily on non-living objects to reduce bacteria on a surface by at least 99%.

k) “Cleaners” remove dirt and shall not be confused with sanitizers or disinfectants.

l) “Dwell Time” refers to the amount of time it takes a disinfectant or sanitizer to kill the germs and viruses

m) “Long-Term Tenant” is a non-owner of a unit who is occupying the unit more than 14 days.

n) “Long-Term Tenant Rental Unit” means any unit that is being rented to the same individual for a period of 14 or more days.

o) “Quarantine” -- The CDC explains quarantine as the separation of a person or group of people reasonably believed to have been exposed to a communicable disease but not yet symptomatic, from others who have not been so exposed, to prevent the possible spread of the communicable disease.

p) “Isolation” when it concerns communicable diseases, is when a person has the communicable disease, they are separated from people who are healthy to stop the spread of the disease.

q) “Social Distancing” in public health contexts refers to various measures (Distance) that reduce close contact between people (Social).

r) “Itinerant Tenant” means a guest or tenant that is renting a unit for less than 14 days.

s) “Rental Unit” -- for the purpose of this policy “Rental Unit” means any unit that is being rented for any consideration at any time within a 90 consecutive day period to an “Itinerant Tenant” *i.e.*, if an owner rents his unit by any means to a person(s) for any consideration it is considered a “Rental Unit” even if the majority of the time the owner or friends of the owner uses the unit.

- t) "Non-Rental Unit" -- for the purpose of this policy "Non-Rental" means any unit that is NOT being rented at any time within a 90 consecutive day period.
- u) "Tenant" means an Itinerant Tenant and Long-Term Tenant.
- v) "Owner" or "Unit Owner" means an owner of a Unit within the Condominium.
- w) "Non-Essential Linen" shall mean comforters, blankets, pillows with shams, bed skirting, and throws.
- x) "Essential Linen" shall mean sheets and towels.

Any undefined term used in this Policy shall have the definition given in the Declaration or Bylaws for Mountain Lodge.

ARTICLE III: COVID-19 Symptoms

The symptoms of COVID-19 are like other respiratory illnesses, including the flu and the common cold. These symptoms include cough, sneezing, fever, sore throat, and difficulty breathing. Additional symptoms may include muscle aches, fatigue, headache, loss of appetite, chills, runny nose, nausea and vomiting, diarrhea, loss of sense of smell or taste. People infected with COVID-19 may experience little or no symptoms, and may have illness ranging from mild to severe.

ARTICLEIV: General Provisions. Any and all persons, except for Long Term Tenants or owners, are expressly directed to and shall stay at home if either the person feels sick in any way or has come in contact with any person who feels sick in any way, and shall not enter the Condominium. Symptoms may vary and persons are not permitted to self-diagnose any sickness. **IF YOU ARE SICK, DO NOT COME TO THE CONDOMINIUM. IF YOU LIVE IN THE CONDOMINIUM, YOU MUST QUARANTINE YOURSELF IF YOU ARE SICK.** Any and all persons that are currently or intend to visit, stay, enter, or otherwise come into contact with the Condominium are directed to adhere to and follow the following directives and are hereby **NOTIFIED** that they are important to protecting the public health of the Condominium and the people that work and occupy the Condominium:

- a) Always practice hand hygiene and wash hands regularly with soap and water for at least 20 seconds.
- b) If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry.
- c) Practice the proper etiquette when coughing. Cough into your elbow or cover your mouth and nose with a disposable tissue when sneezing, and immediately dispose of all used tissues in an appropriate waste receptacle and immediately wash hands.
- d) Always maintain physical distance of 6 feet from others.
- e) Avoid touching your eyes, nose, or mouth with unwashed hands.
- f) Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- g) Avoid touching your eyes, nose, and mouth with unwashed hands.
- h) Avoid close contact

- i) Avoid close contact with people who are sick, even inside your home. If possible, maintain 6 feet between the person who is sick and other household members.
- j) Put distance between yourself and other people outside of your home.
- k) Remember that some people without symptoms may be able to spread virus.
- l) Stay at least 6 feet (about 2 arms' length) from other people.
- m) Do not gather in groups.
- n) Stay out of crowded places and avoid mass gatherings.
- o) Keeping distance from others is especially important for people who are at higher risk of getting very sick.
- p) Cover your mouth and nose with a cloth face cover when around others
- q) You could spread COVID-19 to others even if you do not feel sick.
- r) Everyone should wear a cloth face cover when they have to go out in public, for example to the grocery store or to pick up other necessities.
- s) Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- t) The cloth face cover is meant to protect other people in case you are infected.
- u) Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for social distancing.
- v) Cover coughs and sneezes
- w) If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- x) Throw used tissues in the trash.
- y) Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.
- z) Clean AND disinfect frequently touched surfaces daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
- aa) If surfaces are dirty, clean them. Use detergent or soap and water prior to disinfection.
- bb) Then, use a household disinfectant. Most common EPA-registered household disinfectants will work.
- cc) Be alert for symptoms. Watch for fever, cough, shortness of breath, or other symptoms of COVID-19.
- dd) Especially important if you are running essential errands, going into the office or workplace, and in settings where it may be difficult to keep a physical distance of 6 feet.
- ee) Take your temperature if symptoms develop.
- ff) Don't take your temperature within 30 minutes of exercising or after taking medications that could lower your temperature, like acetaminophen.
- gg) Follow CDC guidance if symptoms develop.

ARTICLE V: Employee Protocols

- a) Employees are expressly directed to stay at home if either the person feels sick *in any way* or has come in contact with any person who feels sick in any way, and shall not enter

the premises. Symptoms may vary and persons are not permitted to self-diagnose any sickness. **IF YOU ARE SICK, DO NOT COME TO THE PREMISES. IF YOU LIVE IN THE BUILDING, YOU ARE DIRECTED TO QUARANTINE YOURSELF IF YOU ARE SICK.**

b) All employees shall:

i. Always practice hand hygiene and wash hands regularly with soap and water for at least 20 seconds or use an alcohol-based hand sanitizer with at least 60% alcohol content.

ii. Practice the proper etiquette when coughing. Cough into your elbow or cover your mouth and nose with a disposable tissue when sneezing, and immediately dispose of all used tissues in an appropriate waste receptacle and immediately wash hands.

iii. Always maintain physical distance of 6 feet from others.

iv. Not touch your eyes, nose, or mouth with unwashed hands.

v. Employees shall follow the directives described in Article IV above.

c) Screening of employees: All Association employees shall complete the COVID-19 screening at the beginning of each workday. The screening will be on a non-discriminatory basis and all COVID-19 screening forms will be treated as confidential medical information. ***See COVID-19 Employee Screening Form in the Employee Policy COVID-19.***

d) Temperature screening: All Association employees will have temperature screening before the workday begins. If any employee has a fever of 100.4 degrees or higher, the employee shall leave work and not return to work until (i) at least 3 days (72 hours) have passed since the resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); **and** (ii) at least 14 days have passed since symptoms, including the fever, first appeared. All temperature screening shall be on a non-discriminatory basis and all records will be treated as confidential medical information pursuant to applicable law.

e) Sick Employees: Any employee who exhibits COVID-19 symptoms (*i.e.*, answers yes to any of the screening questions or who is running a fever of 100.4 degrees or higher) shall leave the work premises immediately and is recommended to seek medical care and/or COVID-19 testing, per CDC guidelines.

f) Sick Employee Workplace: If an employee reports they are suspected or confirmed to have COVID-19, all areas in which that employee works shall be immediately cleaned and disinfected.

g) Employee Housing: If an employee in shared housing becomes sick with the COVID-19 virus, the Association will find separate housing and the employee will follow the protocols for self-isolation.

h) Other Employees in Close Contact of another with COVID-19: Any employee who works closely or travels together to work with an infected employee must also be removed from the work place for at least 14 days and, if they show any symptoms of COVID-19, the employee is strongly recommended to get tested and/or seek immediate medical attention.

i) Return to Work: Any employee who tests positive will not be able to return to work or any of the public common spaces of the Association until they are free of COVID-19 as demonstrated by a negative test.

j) Tracing: Employees must keep work schedules, assignment sheets, and any other pieces of work information that can assist in contact tracing following an employee who has tested positive for COVID-19. To the extent permitted or required by law, Management shall inform the local health department of any positive test and provide the contact tracing for that employee; *provided, however*, management shall comply with all HIPAA and other privacy laws and shall not violate the confidentiality of the individual diagnosed.

k) Hand Hygiene: If not wearing protective gloves, all employees shall wash their hands for at least 20 seconds or use sanitizer when a sink is not available after any of the following activities: using the restroom, sneezing, touching the face, cleaning, smoking, eating, drinking, accepting items from a guest (ID, cash, credit cards, key cards, etc.) taking breaks, before the work shift begins and as needed throughout the shift. When possible, employees shall wear gloves for added protection. Proper hand hygiene shall be followed prior to and after removing the gloves. *See section Proper Hand Hygiene, Personal Protection Equipment and Training.*

l) Training: All employees with frequent guest contact, including but not all inclusive, Housekeeping, Food & Beverage, Custodial, and Maintenance, shall receive COVID-19 safety and facility sanitation protocols guidance and training consistent with the CDC's recommendations. *See section Proper Hand Hygiene, Personal Protection Equipment and Training.*

m) Personal Protective Equipment: CDC recommendations along with federal and state government regulations shall dictate appropriate personal protective equipment (PPE) to be worn by employees: Each employee shall undergo appropriate training for the use and disposal of PPE before the employee is allowed to work in or around the public. *See section Proper Hand Hygiene, Personal Protection Equipment and Training.*

n) Physical Distancing: All employees must practice physical distancing to reduce the risk of getting COVID-19. Avoid close contact within 6 feet when possible with other employees and guests. This includes during employee meals and smoke breaks.

o) Employee Tools: After each shift, employees must sanitize their tools and equipment such as radios, telephones, payment terminals, maid carts, custodial carts. If multiple employees are sharing items such as maid carts, payment terminals, drills, hammers, screwdrivers etc., the sanitizing must be done after each use.

p) Breaks: Managers/supervisors must schedule breaks so that no more than two persons are on break at the same time.

q) COVID-19 Employee Policy: This Policy, including this Article V, is **NOT** a comprehensive or all-inclusive employee policy for the management staff or employees of the Association. Management staff and employees of the Association shall reference and read **COVID-19 Employee Policy** and abide by the rules stated therein.

ARTICLE VI: Offices

a) **Association Office:** Owners and Non-Association office employees shall avoid office visits as much as possible. Whenever possible, use email or the phone to communicate with the office staff. No more than two Non-Association office employees are permitted in the Association Office at any given time. While the Association Offices may be open the door will remain locked at all times in order to control access to the offices.

b) **General Manager's Office:** Limited to 3 or less Non-Association employees at any given time.

c) **Housekeeping Setup Office:** No more than 3 employees permitted in office at any given time. HK schedules need to be staggered.

d) **General.** Employees shall avoid visiting the office to the extent reasonably possible; *provided, however*, if employees must visit the Condominium or office outside of their regular duties, the Employee shall notify their supervisor and comply with the provisions of this Policy and the Employee Policy.

ARTICLE VII: Employee Notice: Each employee must sign the **Certificate of Receipt** attached hereto as Addendum No. 1. The Certificate contains acknowledgments that the employee has received this Policy and understands the protocols that the Association has implemented to promote public health at the Condominium. The Certificate also serves as notice of receipt of the Policy.

ARTICLE VIII: Proper Hand Hygiene, Personal Protection Equipment, and Training

All employees shall engage in frequent hand washing. Washing with soap and water for 20 seconds is the preferable method. If soap and water are not available, the Association shall make every effort to supply hand sanitizer for their employees. In accordance with the CDC, the hand sanitizer shall be no less than 60% alcohol content. The following shall be followed by all employees and management staff:

- **Personal Protection Equipment:** Employees shall wear the PPE equipment as required when using cleaning and disinfecting chemicals or when removing soiled linen. The employee shall remove the PPE per OSHA guidelines and dispose of them accordingly. Proper hand hygiene shall be performed after removing the Personal Protection Equipment either by washing the hands for 20 seconds with soap and water or by using hand sanitizer.
- **Training:** All employees must be trained on routine cleaning and sanitizing procedures for high touch surfaces, as well as appropriate laundry and linen handling procedures.
- **Products, Cleaning Agents and Equipment**
The EPA offers a list of products to be used to kill the SARS-COV-2 (COVID-19) virus. <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> **MSDS Sheets shall be kept onsite for each chemical.**
- All disinfecting products require a dwell time. The dwell time is the amount of time needed for a product to sit on the surface and kill the viruses and microbes.

- Disinfecting shall be performed on all major surfaces and close attention shall be paid to high touch and tightly enclosed areas, including door knobs, electronic locks, elevator buttons, stair railings, telephones, light switches, counter tops, soft fabric material that cannot be washed, toilets, clothes hangers, touch screens, play sets, toys, remote controls, just to name a few.

ARTICLE IX: Cleaning Procedures for Itinerant Tenants and Rental Units. This Article IX shall only apply to Itinerant Tenants and their Rental Units:

a) Non-Essential Linen: Owners shall ensure all non-essential linen such as comforters, blankets, pillows with shams, bed skirting, and throws, are subjected to one or more of the following cleaning procedures:

1. Laundered after each stay;
2. Removed before any stay and the Itinerant Tenant instructed to bring their own Non-Essential Linen; or
3. Disinfected with an approved EPA product that can be found at the following website: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> Linen must be disinfected on both sides.

b) Essential Linen: All essential linen such as sheets and towels, must be laundered between each guest stay, whether or not the linen is soiled.

c) Removal from Bed: Linen shall not be shaken, so as not to disperse the virus particles into the air.

d) Removal from Room: Any linen that is removed from the room shall be transported to an onsite laundry or offsite laundry facility by one of the following procedures:

1. Dirty linens can be placed into a dissolvable laundry bag. The dissolvable bag can then be tied closed and placed inside your regular linen bag or large plastic trash or contractor bag. Once at the laundry, the dissolvable bag can be removed from the regular plastic bag and placed directly in the washing machine. **OR**
2. Linens may be placed in a plastic trash or contractor bag, and then that bag can then be tied closed and placed inside your regular linen bag. **OR**
3. Linens may be placed in your regular linen bag, closed, and then encased in a plastic trash or contractor bag.
4. After removing from bed and being prepared for transport, the linen shall be taken from each room immediately after bagging either to the off-site vehicle to remove the linen from property or immediately to the on-site laundry facility.

e) Clean Linen: Clean linen shall not be stored in the same containers as soiled linen. Care shall be taken when transporting soiled linen to vehicles or to on site laundry areas so as not to infect the clean linen with soiled linen. Separate areas shall be allocated in vehicles and onsite laundry areas to avoid contamination of the clean linens. There shall be separate storage areas for clean linens vs soiled linens. The employee must remove dirty gloves before placing

clean linens and terry into the room. Care shall be taken not to contaminate the clean linen by handling it with the same gloves that were used to remove the soiled linen from the room.

f) Other Soft Fabric Materials: Other soft fabric materials that cannot be laundered such as fabric covered chairs, couches, shower liners, etc. must be disinfected using a product that is recommended for the type of material. Be sure to know the limitations of the chemical and that it is safe to use on the soft goods in the room.

g) Rental Units: All units that are classified as a "Rental Unit" based upon the definitions within this policy must adhere to this Article IX of this policy.

h) Laundering of Linen: Linen shall not be laundered in the individual rental rooms. All soiled linen must be laundered in a commercial facility.

ARTICLE X: In Room Maintenance

a) Maintenance Request. Any department or 3rd party vendor must triage all maintenance requests. The maintenance technician will be dispatched only if something needs to be handled immediately; otherwise, the request shall not be performed until after the guest departs.

b) Immediate Requests. If the request must be dealt with during the guest stay, the lodging guest must be instructed to vacate the property before the maintenance technician enters to perform the work. Unless there is an immediate emergency, the technician shall not enter the premises until a period of 3 hours has elapsed from the occupant's vacancy. Every attempt should be made to have the guest vacate the property while maintenance performs the repair. If the guest has to stay in the room, the maintenance technician must wear a face mask and make every attempt to practice social distancing. Before starting the work, the maintenance technician must disinfect the area in which they will be working and, after completing the job, shall clean up and disinfect the area again.

c) Proper Personal Protection Equipment: Employees shall wear the PPE equipment as required when using cleaning and disinfecting chemicals or when removing soiled linen. The employee shall remove the PPE per OSHA guidelines and dispose of it accordingly. Proper hand hygiene shall be performed after removing the PPE either by washing their hands for 20 seconds with soap and water or by using hand sanitizer. Disposable PPE items shall be properly disposed of after each use.

ARTICLE XI: Cleaning and disinfecting the common areas and commercial areas when any person in the Condominium is identified as sick with COVID-19.

a) Closed Off Areas: Any areas used by the person who has been confirmed to have COVID-19 shall be closed for 24 hours before cleaning and disinfecting those areas. If not feasible the time should be as long as possible.

b) Vacuuming: If the space needs vacuuming it should be a vacuum that is equipped with a high-efficiency HEPA filter. Do not vacuum the room or space that has people in it. The space must be empty, and it is recommended to do at a time in which the traffic is greatly reduced.

c) Cleaning and Disinfecting: Clean and disinfect all areas used by the person who is sick, such as offices, bathrooms, common areas, any shared electronic equipment, etc. Once the areas have been appropriately disinfected, it can be opened for use.

d) Personal Protection Equipment: When cleaning and disinfecting the infected areas, all employees shall wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash.

e) Workers and Others Without Close Contact: Those who have not been in close contact with the sick person can return to the area immediately after disinfection.

f) Ceiling Fans and AC Units: While vacuuming, all ceiling fans and AC units that service that room or space shall be turned off so that particles that escape from vacuuming will not circulate throughout the facility.

g) More than 7 Days: If the area that was visited by the individual with COVID-19 has been vacated/unoccupied for more than 7 days, additional cleaning and disinfection is not necessary.

ARTICLE XII: Confirmed cases or suspected cases of COVID-19 with permanent residents including Long-Term Tenants, owners using the Condominium as permanent living space and employees in employee housing units.

a) Public Health Officials: Any Long-Term-Tenant or owner shall notify the owner of their unit and management if they are positively diagnosed with COVID-19 or suspects they may have contracted COVID-19. If any Long-Term Tenant or the owner is positively diagnosed with COVID-19 or suspects they have contracted COVID-19, that person, management and the owner will consult with the local health department to determine the proper procedures to quarantine the diagnosed person or, if moving the diagnosed person, the plans on how the move will be accomplished. To the extent permitted or required by law, Management must be made aware of any COVID-19 Tenant within the building to promote public health within the Condominium and protect its occupants. The Association must follow all HIPPA and Privacy Laws concerning any tenant with COVID-19 and any other medical conditions, including protecting the identity of the diagnosed person. The intent of these provisions are to protect the health the people within the Condominium and provide appropriate and legal procedures to address a positive COVID-19 diagnosis within the Condominium. Notwithstanding anything stated in this Article XII, Long-Term Tenants or owners shall not be required to violate any privacy laws or other rights afforded to them by law.

b) Protocol for Closing, Cleaning and Disinfecting of Potential Infected Areas: Use the same guidelines as presented in Article X.

c) Self-quarantining Protocols for Long Term Tenants and or Owners

1. Any Long-Term Tenant or owner that is in quarantine or isolation may **NOT** use any common areas of the building; *provided, however,* if that person desires to leave the Condominium to quarantine elsewhere, seek medical treatment, or must otherwise leave the Condominium, they may ingress and egress through the common areas upon notice to management.

2. The Association will make reasonable efforts to deliver food and/or groceries delivered to, a Long-Term Tenant or owner in quarantine or isolation by contact free delivery. All costs associated with the foregoing shall be billed to the owner.
3. The Association will, at cost, support the Long-Term Tenant or owner who is in quarantine or isolation to procure prescriptions and other medications and delivered to and placed on the outside of the door in which the tenant or owner occupies. All costs associated with the foregoing shall be billed to the owner.
4. The Association will provide other reasonable accommodations to support the Long-Term Tenant or owner in quarantine or isolation, including but not limited to, walking pets or service animals, delivering mail or other correspondence, and generally assisting the tenant or owner during their quarantine or isolation. All costs associated with the foregoing shall be billed to the owner.
5. Long-Term Tenants that may be housing with other Long-Term Tenants shall find other lodging accommodations while current occupant is in quarantine or self-isolation. If other lodging is not available, then the Long-Term Tenant or other occupants must also quarantine.
6. The quarantine or isolation period will be until (i) at least 3 days (72 hours) have passed since the resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); and (ii) at least 14 days have passed since symptoms, including the fever, first appeared.
7. **IF YOU ARE SICK, YOU ARE PROHIBITED FROM THE COMMON AREAS OF THE BUILDING EXCEPT AS DESCRIBED HEREIN.**

ARTICLE XIII: Commercial Owners, Third Party Vendors, and Lessees within the Association boundary walls of the lodge

a) **Commercial Owners and Lessees COVID-19 Plans:** The Association has a duty and obligation to further public health in the Condominium and to protect its employees, Tenants, owners, and all other persons within the Condominium, including third parties. Within seven (7) days of notice of this Policy, all owners, third party vendors and lessees who are serving the public or coming into contact with the public shall submit to the Association their COVID-19 policies, plans, and contingencies related to COVID-19, including their directives or requirements for employees, health screening requirements, maintaining social distancing requirement, alternative solutions when social distancing cannot be maintained, sanitation and disinfections plans, quarantining requirements, and their guest communication means as required by the CDC, and the local and state health departments. The intent of this provisions is to further public health in the Condominium and to protect the Association's employees, Tenants, owners, and all other persons within the Condominium, including third parties.

ARTICLE XIV: Notice: The Association shall issue this Policy to all owners and all owners shall issue this Policy to any Long-Term Tenants, Itinerant Tenants, guests, employees, contractors, or other third parties entering the Condominium on the owner's behalf. This Policy is available upon request at the Association office and on the Association website at www.snowshoemtnlodge.com.

ARTICLE XV: Fines. To the extent permitted by law, any violation of this Policy is subject to fines pursuant to the Association's Fines Policy. Notwithstanding the foregoing and in the interest of public health, the Association is hereby empowered to take any and all action necessary to cure or remedy any violation of the Policy and to impose corresponding fines and/or penalties.

ARTICLE XVI. Effective Date. This Policy shall become effective immediately upon its adoption by the Board of Directors to promote public health

ARTICLE XVII. Supplemental Guidelines. The Association directs and strongly recommends that any and all persons review and follow (to the extent possible) the guidelines issued by federal, state, and local officials related to COVID-19. The following website links will direct you to those guidelines. This list is non-exhaustive:

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://dhhr.wv.gov/COVID-19/Pages/default.aspx>

www.pocahontashealthdepartment.com

Any person may request paper copies of guidelines from management.

ARTICLE XVIII. Contact. Any and all persons visiting, occupying, or otherwise entering the Condominium are encouraged to contact management regarding this Policy and COVID-19 protocols and procedures. The Association is adopting this Policy to promote public health and protect the Association's employees, Tenants, owners, and all other persons within the Condominium, including third parties. The Association desires and intends to work with everyone within the Condominium during this pandemic to further promote public health and provide a safe environment.

ADDENDUM No. 1

CERTIFICATE OF RECEIPT

This Certificate of Receipt (the *Certificate*) is attached to and concerns that certain COVID-19 Policy dated [] and issued by The Mountain Lodge Association (the “Association”), a West Virginia unincorporated organization and the homeowners association for Snowshoe Mountain Lodge Condominium (the “Condominium”), situate in Snowshoe, Pocahontas County, WV.

This Certificate evidences and demonstrates that the undersigned has received the COVID-19 Policy from the Association on the _____ day of _____, 2020.

The undersigned expressly acknowledges, understands, and agrees that the undersigned has received the COVID-19 Policy and that the terms and provisions therein are intended to promote public health at the Condominium.

This Certificate is not to be construed as a contract of any kind. The undersigned is hereby directed to contact the Association with any questions, concerns or comments related to the COVID-19 Policy or the Condominium in general.

Witness the following signatures given this _____ day of _____, 2020.

[Signature]

[Printed Name]

[Signature]

[Printed Name]