

**The Villages at Westminster Homeowners Association, Inc.**  
c/o Berkeley Realty Property Management  
150 Strawberry Plains Road, Suite A1  
Williamsburg, Virginia 23188

May 21, 2021

RE: Summer 2021 Swim Season and Natural Land Information

Dear Homeowners:

The Board of Directors has authorized the mail out of the information on the 2021 pool season and the communities Natural Land. Please find the 2021 pool rules and waiver attached for your review along with the Natural Land overview document from the Grounds Maintenance Committee.

For your convenience, the Association will have volunteers at the pool on Saturday, May 29th, Sunday, May 30th and Monday, May 31<sup>st</sup>, during pool operating hours to collect waivers from residents. NOTE: The pool will close on June 28th, July 12th and 19th at 4:00pm for the home swim team meets.

The Association needs your assistance in preventing dumping of yard waste and other items in the common areas of the community. Not only is this unsanitary, attractive to wildlife, and an expense to the community to clean up, it is illegal and an owner can be called to a hearing before the board and charges levied onto their account. Please help stop this illegal dumping, if you see it, report it!

With the warmer weather, the Association will also be completing the covenant review of the community. Take a moment to look at the rules for the community and your home's curb appeal. Power washing, painting, and care of the trees, shrubs, landscape beds adds value to your home and the enjoyment of living in the well-maintained neighborhood.

Thank you for your cooperation and best wishes for a successful summer swim season.

Sincerely,

*Diane Clarcq*  
Diane Clarcq  
Association Manager

cc: attachments

**Villages at Westminster Homeowners' Association**  
**POOL RULES 2021**

**Hours of Operation**  
**10:00 AM - 7:00 PM Daily**  
**VOW Kraken Swim Team Practice 7:00 PM - 8:00 PM Monday-Friday**

**Pool Season**  
**May 27, 2021- September 6, 2021**

1. All residents are required to sign-in to the pool facility each day of use. By signing in to the facility, you are acknowledging that you have read and understand this notice and your signature verifies that you are eligible to enter. **DO not enter or sign in to visit this facility if you have/are:**
  - a. A positive diagnostic test for the virus that causes COVID-19 in the previous 10 days or have had a known exposure to a COVID-19 case in the 14 days prior to the date you are attending this pool facility.
  - b. Currently experiencing a fever (100.4 degrees Fahrenheit or higher) or sense of having a fever.
  - c. A new cough that cannot be attributed to another health condition.
  - d. A new shortness of breath that cannot be attributed to another health condition.
  - e. New chills that cannot be attributed to another health condition or
  - f. New muscle aches that cannot be attributed to another health condition or specific activity (such as physical exercise)
2. All residents wanting to use the pool area must submit a signed Pool Waiver/Release form the first time they use the pool. This form is not required to be submitted again during the pool season.
3. Pool facilities are under the direct supervision of the lifeguards, who have been directed by the HOA Board of Directors to strictly enforce these Rules. The lifeguard will coordinate with the Pool Committee Chair, Corinne Picataggi.
4. Lifeguard is in charge and must be obeyed and respected. Lifeguard has the authority to ask residents to leave the pool area for infractions of the Rules or unsafe or inappropriate behavior.
5. Any behaviors that threaten the enjoyment or safety of other residents compromises or disrespects the authority of the lifeguards and may result in expulsion from the pool area on a permanent basis by the HOA Board of Directors.
6. No persons are permitted in the pool facility unless they are Guests of a Villages of Westminster (VaW) resident. Note: Four (4) guests per household per day will be permitted.
7. Pool use by residents is at their own risk.
8. Civil behavior of all residents is required. Running, pushing, wrestling, or causing undue disturbance in or about the pool is prohibited.
9. Residents must be current in the payment of the HOA dues before using the pool facility.

10. Residents must have electronic key cards (pool pass) in their possession to enter the pool area. Residents may not use their key for another resident to enter the pool. No exceptions.
11. Residents are not allowed in the pool or pool area when the pool is closed for any reason.
12. The pool may be closed by the lifeguard or Pool Committee Chair for maintenance, health reasons, or adverse weather. The pool will be cleared for one half hour each time thunder is heard, and the entire pool area will be closed for one hour each time lightning is seen.
13. Lifeguards will take a break at :45 minutes past the hour, for 10 minutes. This allows for the lifeguard to check chemicals, eat, and rest. No swimming is allowed when the lifeguard is not present or is on break.
14. Children under the age of 14 will not be admitted without a guardian and or parent. All children so admitted are to be supervised by the guardian and or parent.
15. Lifeguards do not immediately supervise the wading pool. The wading pool is intended for children no older than seven years of age.
16. No one is allowed to use the pool if they have gaping wounds/oozing skin, obvious skin disorders or infection, nasal or ear discharge, conjunctivitis (pink eye), contagious or infectious or communicable disease such as a virus, a cold, mumps, chicken pox, impetigo, etc, nor any COVID-19 symptom.
17. A lap lane is provided for the benefit of swimmers. Other users may be asked to relocate when the lane is needed for that intended use.
18. No diving is allowed.
19. Smoking (including the use of e-cigarettes/vaping), alcoholic beverages, or gum chewing are not allowed in the pool area during open swim hours.
20. Glass containers of any sort are not allowed in the pool area.
21. No metal objects are allowed in the pool.
22. All trash must be placed in the proper receptacles located outside the pool area.
23. Boomboxes/radios/CD players without headphones are allowed to be played in the pool area during regular open hours. You must be respectful with the volume of the music.
24. All children in diapers must wear a swim diaper (Little Swimmers, etc.) in the pools. Used diapers are to be taken home and not placed in pool garbage cans.
25. Appropriate swimwear is required. This is a family swimming pool.
26. No bicycles, roller skates, roller blades, skateboards, or scooters are allowed in the pool area.
27. No pets are allowed in the pool area.
28. No pool toys, footballs, balls, floats, frisbees, etc. are permitted in the pool due to distancing requirements.
29. Tables and umbrellas are set up to accommodate requirements for physical distancing. Residents are not allowed to move them. Residents may bring their own chairs but must maintain physical distance outlined by the Governor's COVID Guidelines between non-household residents. Chairs must be taken home each day.
30. Residents using tables must clean them when they leave the pool so that the table is ready for the next user. Cleaning solutions will be provided; these are not to be taken home by residents.
31. These Rules may be revised or amended at any time by the HOA Board of Directors.

**Pool Waiver / Release (last updated April 2021)**  
**The Villages At Westminster Homeowners Association, Inc.**

**Name of User:** \_\_\_\_\_

**Age of User:** \_\_\_\_\_

**If under age 18, name of parent(s)/  
guardian(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number (or parent's /  
guardian's phone number):** \_\_\_\_\_

**Indemnification**

The undersigned is aware that swimming, use of a pool, water activities, and activities near a pool, are activities that pose potentially serious risks of injury or death to their participants. As such, the undersigned hereby agrees (including for and on behalf of any minor) that in consideration of being permitted (and/or his/her minor being permitted) to use the The Villages At Westminster Homeowners Association, Inc.'s (the "Association's") recreation facilities, including, but not limited to, the Association's pool, pool deck, and surrounding areas (collectively, the "Facilities") he/she will indemnify, defend (with an attorney chosen by the Association in its sole and absolute discretion), and hold the Association and its directors, officers, members, employees, representatives, and agents harmless from and against any and all actions, causes of action, costs, claims, damages, demands, expenses, fines, fees, judgments, liabilities, losses, obligations, penalties, proceedings, and suits of any and every kind and nature incurred, including, but not limited to, attorneys' fees and associated costs, (and whether pre-trial, at trial, at mediation, or at arbitration, and/or in connection with any appeals, and regardless of whether suit is ever instituted) sustained, arising out of, or connected with any injury to person, including death, or property, however caused, or from any matter whatsoever incident to, arising out of, or in consequence of, use of the Facilities (whether by himself/herself and/or his/her minor).

**Waiver**

The undersigned hereby further understands and agrees that swimming, use of a use of a pool, water activities, and activities near a pool, are activities that pose potentially serious risks of injury or death to their participants. By signing this release, the undersigned understands that he/she is giving up (waiving, releasing, and forever discharging) any right he/she (including for and on behalf of any minor) may have to sue or make a claim against the Association and its directors, officers, members, employees, representatives, and agents for any injury (including death) or loss of property the undersigned (including his/her minor) may suffer as a result of use of the Facilities.

Physical Condition

By signing below, the undersigned hereby certifies that he/she (and/or his/her minor) has been examined by a physician and has been found to be in good health, physically fit, and able to participate in physical activity, to include activities at the Facilities.

The undersigned further certifies that he/she (and/or his/her minor) (i) does not have the covid-19 virus or any other infectious virus, disease, or condition (and, if the undersigned does contract such in the future, he/she will not use the Facilities until such time as he/she makes a full recovery and then receives a negative test result for the covid-19 virus, or such other virus, disease, or condition, as applicable); (ii) has not travelled outside of the United States within the last 14 days (and, if the undersigned does in the future, he/she will not use the Facilities within 14 days of his/her return to the United States); (iii) has not come into contact in the last 14 days with anyone who the undersigned knows has the covid-19 virus (and, if the undersigned does in the future, he/she will not use the Facilities until such time as he/she receives a negative test result for the covid-19 virus); and (iv) does not have a fever, shortness of breath, cough, chills, shaking, muscle pain, heartache, sore throat, or new loss of taste or smell (and, if the undersigned does in the future, he/she will not use the Facilities until such time as he/she makes a full recovery and receives a negative test result for the covid-19 virus).

At Own Risk, Compliance With Rules, Etc.

The undersigned hereby acknowledges that he/she (and/or his/her minor) is using the Facilities at his/her own risk. The undersigned represents that he/she will comply with all rules, restrictions, guidelines, and the like, relating to the Facilities (whether posted at the Facilities, or otherwise adopted by the Association).

Severability

In the event that any provision(s) of this document is/are deemed to be unenforceable or declared invalid, the remainder of the provisions shall remain in full force and effect, and shall be deemed to be severable from such provision(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Legal Guardian (if for minor)

\_\_\_\_\_  
Date

**VILLAGES AT WESTMINSTER**  
**GROUNDS MAINTENANCE COMMITTEE**

*Keeping the Villages Beautiful*

## **Protecting our Natural Land**

### Our History

In order to gain approval to develop residential homes on a portion of the Warhill Tract in the Long Hill Swamp, the developer was required to cluster the buildings into four areas, surrounded by Natural Land. This produced a forested border around the community and preserved the most sensitive areas within it. The HOA owns all of the Natural Land.

At the same time, portions of the land around streams and ponds were designated as Resource Protection Areas, under a program to protect the Chesapeake Bay Watershed.

### Our Obligation

A legal agreement to protect the Natural Land was granted to James City County through a Deed of Conservation Easement. All of us, as members of the HOA, are parties to this agreement. Our actions are constrained by a list of restrictions that are clearly spelled out in the agreement. A full copy of the Deed may be viewed at: <https://jamescitycountyva.gov/DocumentCenter/View/2164/Open-Space-Deed-of-Conservation-PDF?bidId=>

### Specific Restrictions

As homeowners, we must all make a good faith effort to protect the Natural Land areas and abide by all of the restrictions. There are three we wish to highlight:

- 1.No building or structure shall be built or maintained on the Easement Property other than such building or structure expressly approved in writing by the County Watershed Planner;
- 2.The Easement Property shall be kept free and clear of any junk, trash, rubbish, or other unsightly or offensive material; (NO DUMPING!)
- 4.The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground-covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of Grantor within the Easement Property shall be limited to those which do not remove or damage any vegetation or disturb any soil. With the expressed written consent of the County Watershed Planner such activities may include selective trimming and pruning which will not alter the natural character of the Easement Property. Grantor may install walk trails or remove dead, diseased, poisonous or invasive vegetation with the expressed written consent of the County Watershed Planner;

### Identifying the Natural Land

We estimate that 60% of our residential lots have at least one property line in common with the Natural Land. The presence of Natural Land is noted on the official plat for each residential lot at the time of development.

Before considering any action involving clearing of land; trimming or removal of trees; or removal of natural plants near the Natural Land, you should refer to the plat to establish your property lines.

A copy of the plat should have been included in the paperwork when the property was purchased. If you cannot find a copy, one may be obtained from the JCC Property Management office. A document for that purpose is available on the VOW website.

Please reach out to the Grounds Maintenance Committee with any questions about our Natural Land.

Jacob Hostetter, Grounds Committee Chair

Approved by the Villages of Westminster (VaW) Board of Directors