

COVID-19 PANDEMIC POOL FACILITY RULES
LA FLORENTINE AT RENAISSANCE-LA JOLLA ASSOCIATION

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LA FLORENTINE AT RENAISSANCE-LA JOLLA ASSOCIATION

These rules are Operating Rules as defined in the Davis-Stirling Common Interest Development Act (Davis-Stirling Act) and, to the extent they may conflict with any previous Operating Rules, supersede and prevail over such previous rules. These rules are adopted to address the unique and special circumstances being encountered by this Association as a result of the global COVID-19 pandemic. Every effort will be made to comply with the Association's other governing documents and the Davis-Stirling Act, but the overriding purpose of these rules is to help protect the community from and reduce exposure to and transmittal of the virus which causes the COVID-19 condition when residents are using the Association's swimming pool facilities. Accordingly, strict compliance with the Davis-Stirling Act and the Association's governing documents may not always be possible. These rules will remain in full force and effect until further notice.

The Board reserves the right to close the pool facilities if residents are not complying with these Rules.

ARTICLE 1: DISINFECTION PLAN

1.1 Common Touch Areas. The Association is to implement a sanitation protocol which provides regular disinfection of common touch areas (e.g., entry/exit gate and door handles, pool handrails, restroom facilities, shower water faucet handles) in the common area of the swimming pool, spa, shower and restrooms using a disinfectant that is EPA approved and effective against Coronavirus. The Association will provide disinfection supplies that the pool users must use to disinfect common touchpoints areas (e.g., entry/exit gate and door handles, pool handrails, restroom facilities, shower water faucet handles) before and after use.

1.2 Restrooms. The restrooms will remain open to allow access by pool area users and will be cleaned and disinfected based on the volume of pool and pool area use. The restrooms will also be stocked with supplies to facilitate hand washing.

1.3 Hand Sanitizer/Disinfectant Wipes. Residents are strongly encouraged to bring 60% alcohol-based hand sanitizer and disinfection wipes with them to the pool.

1.4 Pool Furniture/Towels. The Association's pool furniture is not available for use at this time. Residents may bring their own chairs to the pool area. Individuals should bring their own towels to the pool and should not share towels with those outside of their household.

1.5 Wash Hands. Residents are strongly encouraged to frequently wash their hands with soap and water or hand sanitizer, and cover coughs and sneezes.

ARTICLE 2: POOL USAGE

2.1 No Entry if Symptomatic. Residents must stay home and not enter the pool facility area if they are experiencing any Covid-19 symptoms, including but not limited to a fever

of 100°F and above, sore throat, runny nose, chills, shortness of breath or difficulty breathing, not feeling well, sneezing, coughing, muscle pain, abdominal pain, diarrhea or new loss of taste or smell. Residents must stay home and not enter the pool facility if they were exposed to someone with COVID-19 within the last fourteen (14) days.

2.2 Limited Number of Users. Residents must not use the spa until further notice. Use of the pool and pool area is restricted to twelve (12) people at a time. Residents are expected to fully cooperate in not entering the pool area if more than twelve (12) people are already in the pool area.

2.3 Must Sign Hold Harmless. Adult residents must sign and return the Acknowledgement and Hold Harmless form attached to these rules before entering and using the pool area. Adults must also sign on behalf of minor residents that will be entering the pool facility.

2.4 Limited Hours. The pool hours are changed until further notice. The pool will be open Mondays, Wednesdays, Fridays and Saturdays for the following hours: exercise only (i.e., lap swimming) from 9:00 a.m. to 10:00 a.m. and for general use from 10:00 a.m. to 7:00 p.m.

2.5 No Parties of Guests. Parties or gatherings are prohibited in all common areas including the pool facility. Guests that do not reside in the development are not allowed to use the pool facilities.

2.6 Social Distancing. Residents of the same household must ensure they remain at least six (6) feet apart from other residents, (except members of the same household) at all times, including in the water and in the restrooms. The Association will implement a monitored appointment system to ensure compliance with these rules.

2.7 Face Coverings. Residents aged two (2) and over must wear a face covering over the nose and mouth when outside the water. **Remove face covering before entering the water.**

2.8 Pool Furniture. Resident chairs shall be distanced at least six (6) feet apart, except from members of the same household. All furniture must also provide a clear deck space of four (4) feet around the pool, as required by California law.

ARTICLE 3: SIGNAGE

3.1 Posting of Rules. These rules shall be posted at the entrance and exit of the pool area.

3.2 Post Required Governmental Signs. The County of San Diego's Safe Reopening Plan will be posted at the entrance and exit of the pool facilities.

ARTICLE 4: VENDORS

4.1 Pool Vendors. The pool maintenance vendor is there to maintain the pool and spa are and will not be expected to enforce these Rules.

ARTICLE 5: BARRIERS AND SIGNS

5.1 Damage to Barriers. Alteration, damage or removal any barriers or other objects indicating closure of the pool facility, restrooms or showers, including, without limitation, pool gates, locks, fences, and caution tape, is prohibited.

5.2 Damage to Pool Signs. Removal or damage to signs pertaining to use of the pool facility is prohibited.

5.3 Special Assessment. Members who remove or damage any barriers or pool signs, or whose tenants, family members, residents or guests do so, will be subject to a Special Assessment for the cost to repair or replace any such items.

ARTICLE 6: ENFORCEMENT

6.1 Strict Compliance by Residents. All residents are expected to strictly comply with these rules and to adhere to any directive issued when using the pool facilities. Residents failing to follow the rules and directives when asked may be required to immediately leave the pool facility. The Board reserves the right to close the pool facilities if residents are not complying with the rules.

6.2 Suspension of Rights. Failure to comply may result in suspension use privileges as set forth in the Association's governing documents.

6.3 Fines. Fines up to \$500 per violation may be imposed for failure to comply with these rules. This fine amount supersedes any other fine schedule contained in the Association's governing documents.

6.4 Any Other Lawful Enforcement. All other enforcement mechanisms authorized by the Governing Documents and California law, including seeking a court order to gain compliance, may also be utilized.

ARTICLE 7: DISCLAIMER

7.1 No Guarantee of Virus Free Environment. The Association is unable to guarantee that the common areas, including the pool facilities are a COVID-19 free zone. Users acknowledge they are using the pool facilities at their own risk.

LA FLORENTINE AT RENAISSANCE-LA JOLLA ASSOCIATION

ACKNOWLEDGMENT AND HOLD HARMLESS – COVID-19

Property address: _____

Resident User's Name (please print): _____

Property Owner's Name (if different from resident user): _____

I, _____, am the resident of the above-mentioned property location. I desire to use LA FLORENTINE AT RENAISSANCE-LA JOLLA ASSOCIATION's ("Association") community pool facilities during the ongoing COVID-19 pandemic.

I hereby agree to adhere to the current rules governing use of the community pool facilities, including social distancing, which means I must stay at least six (6) feet from other people (excluding household members), while in the pool facility and in the water. I also agree to take all reasonable precautions to protect myself and others. This includes wearing face covering at all times outside the water and disinfecting any frequently touched surfaces I come into contact with, such as; tables and countertops, sinks, faucets, toilets, light switches, doorknobs, gate, latch, handrails, and pool furniture.

By signing below, I acknowledge the Association's Common Areas, including the pool facilities are not a COVID-19 free zone. I acknowledge the contagious nature of COVID-19 and that entering and using the Association's common area amenities including the pool, restrooms and pool area may expose me to infection, personal injury, illness, permanent disability or death. I agree to enter and use the Association's common facilities, at my own risk.

I hereby agree to fully release and hold harmless the Association and its officers, directors, employees, agents, attorneys, insurance carriers, successors and assigns ("Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS** (including attorneys' fees and costs) that arise in any way from **any illness, injury, loss, harm, or death** that occurs to me arising from use of the Common Area pool and related facilities, plus any other common area during the COVID-19 pandemic. This RELEASE AND HOLD HARMLESS includes claims for the negligence of the Released Parties. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for illness, injury, loss, harm or death that may occur.

I HAVE READ THE FOREGOING AGREEMENT AND I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Date: _____

Signature: _____

Print Name: _____

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to enter and use the Association's pool facility during the COVID-19 pandemic, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding use of the Association's pool facility. I also agree to **RELEASE AND HOLD HARMLESS** the Released Parties (defined above) from **all liabilities and claims that arise in any way from any illness, injury, loss, harm or death** that occurs to the minor child in any way related to entering and use of the Association's pool facility. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement.

Date: _____

Parent/Responsible Adult Signature: _____

Print Name: _____

Relationship to Minor: _____