

**COVID-19 PANDEMIC POOL & CAMPGROUND
FACILITY RULES**

OAK SHORES COMMUNITY ASSOCIATION

TABLE OF CONTENTS

Table of Contents	i
Article 1: Disinfection Plan.....	1
1.1 High Touch Areas	1
1.2 Hand Sanitizer/Disinfectant Wipes	1
1.3 Towels; Shared Items.....	1
1.4 Wash Hands	1
1.5 Defecation in Pool	1
Article 2: Pool & Campground Facility Usage	1
2.1 No Entry if Symptomatic	1
2.2 Limited Number of Users; Spa & Playground Closure	2
2.3 Must Sign Hold Harmless	2
2.4 No Parties of Guests	2
2.5 Social Distancing	2
2.6 Face Coverings.....	3
2.7 Pool Furniture	3
2.8 Additional Prohibitions.....	3
2.9 Campground Gatherings	3
Article 3: Signage	3
3.1 Posting of Rules	3
3.2 Post Sign at Spa.....	3
3.3 Post Required Governmental Signs	3
Article 4: Vendors	4
4.1 Pool & Campground Vendors.....	4
Article 5: Barriers and Signs.....	4
5.1 Damage to Barriers	4
5.2 Damage to Signs	4
5.3 Reimbursement Assessment	4
Article 6: Enforcement.....	4
6.1 Strict Compliance by Residents.....	4
6.2 Suspension of Rights	4
6.3 Fines	4
6.4 Any Other Lawful Enforcement.....	4
Article 7: Disclaimer	4

7.1 *No Guarantee of Virus Free Environment* 4

COVID-19 PANDEMIC POOL & CAMPGROUND FACILITY RULES

OAK SHORES COMMUNITY 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 pool and campground 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 facilities if residents are not complying with these Rules.

ARTICLE 1: DISINFECTION PLAN

1.1 High Touch Areas. The Association is to implement a sanitation protocol which provides regular disinfection of high touch areas in the common area of the swimming pool and campground facilities (e.g. entry/exit gate and door handles, handrails, restroom facilities).

1.2 Hand Sanitizer/Disinfectant Wipes. Residents are strongly encouraged to bring 60% ethanoyl or 70% isopropyl alcohol-based hand sanitizer and disinfection wipes with them to the pool and campground facilities.

1.3 Towels; Shared Items. Individuals should bring their own towels to the pool and should not share towels with those outside of their household. Individuals are discouraged from sharing items that are difficult to clean or disinfect, or which are meant to contact the face (e.g., goggles, nose clips and snorkels). Campground users are encouraged to bring their own equipment to minimize sharing.

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

1.5 Defecation in Pool. Notify the community manager immediately if anyone defecates in the pool or spa and immediately leave the pool area.

ARTICLE 2: POOL & CAMPGROUND FACILITY USAGE

2.1 No Entry if Symptomatic. Residents must stay home and not enter the pool and campground facilities 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 and campground facility if they were exposed to someone with COVID-19 within the last fourteen (14) days.

2.2 Limited Number of Users; Spa & Playground Closure. Use of the pool facility is restricted to ten (10) people to ensure physical distancing, subject to further restrictions as described below (e.g., regarding lap swimming and exercise time). The County currently requires the spa/hot tub and playgrounds (including within the campground) to be closed. The spa and playgrounds may not be used at this time and are closed until further notice. The Association will notify members when the spa and/or playgrounds may be used and any additional requirements limiting use (e.g., capacity and/or to household members).

- a. The Association may implement an appointment/reservation system to ensure compliance with these rules. At the time of adoption of these rules, the Association intends to implement an appointment/reservation system that will, among possible additional restrictions and specifics, do the following: (a) limit reservations to one-hour (1-hour) time slots, further limited to only one (1) household permitted to use the facility per hour, with a maximum of ten (10) people per household using the facility at a time; and, (b) provide for reservations taken for Monday through Saturday when the Association Office is open, from 9:00 a.m. until 4:00 p.m. (excluding lap swimming and exercise time-only hours as described below). The Association reserves the right to modify the appointment/reservation system and its specifics as the Board may find appropriate including, but not limited to, how far in advance reservations may be made, in its sole and reasonable discretion.
- b. The Association may implement other mechanisms (e.g., pool lane reservations) to support physical distancing. At the time of adoption of these rules, the Association intends to establish lap swimming and exercise times between 9:00 a.m. and 10:00 a.m. and 3:00 p.m. and 4:00 p.m. on days when the pool is open, limited to six (6) people per time slot, who do not need to be from the same household. The Association reserves the right to modify such mechanisms to support physical distancing as the Board may find reasonable, in its sole and reasonable discretion.

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 and/or campground facilities. Adults must also sign on behalf of minor residents that will be entering the pool and/or campground facilities.

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

2.5 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 pool. The Association may implement physical cues such as lane lines in the pool and visual cues (e.g., tape on the pool deck to mark out areas for residents' pool furniture placement) to facilitate social distancing; however, residents are responsible to comply with physical distancing. Individual campsites should be occupied by members of the same household.

2.6 Face Coverings. Residents aged two (2) and over must wear a face covering over the nose and mouth when outside the pool water and whenever social distancing cannot be accomplished as described above. **Remove face covering before entering the pool water.**

2.7 Pool Furniture. The Association's pool furniture has been removed from use. You may bring your own pool chair for use at the pool facility by residents of the same household and must distance your pool chair at least six (6) feet apart from other non-household residents. You must remove your pool chair from the pool facilities when leaving the facilities. All pool chairs must also provide a clear deck space of four (4) feet around the pool, as required by California law.

2.8 Additional Prohibitions. As a reminder, existing pool rules prohibit, among other things, the following in the pool facility: smoking; Styrofoam or floats (mats, lounge chairs or large tubes) other than personal flotation devices or jackets; and animals, except as required by applicable law. Alcoholic beverages are also prohibited in the pool facility

2.9 Campground Gatherings State guidelines currently provide that all concentrated gatherings at campgrounds, including group bonfires, group campsites, presentations at outdoor amphitheaters, musical or other performances, or other events must be cancelled or postponed. Most organized activities and sports such as basketball, baseball, soccer and football that are held on fields, open areas and courts are not permitted to the extent that they require coaches and athletes who are not from the same household or living unit to be in close proximity. Members of the same household may engage in such activities and sports together. As noted above, the playgrounds may not be used at this time and are closed until further notice. In addition, outdoor spaces intended for gatherings and group functions, including campground pavilions, communal fire rings, public-use camp kitchens and amphitheaters are to remain closed. Campground visitors are discouraged from congregating. The Association will implement measures to discourage congregating, such as removal, separation, posting of closure signs and/or taping off of benches, picnic tables and multi-person seating. The Association will notify members when these areas may be used and any additional requirements limiting use (e.g., capacity and/or to household members).

ARTICLE 3: SIGNAGE

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

3.2 Post Sign at Spa. A sign will be posted at the spa reminding users of its closure until further notice.

3.3 Post Required Governmental Signs. All required signage, if any, by the State of California and County of San Luis Obispo shall be posted at the entrance and exit of the pool and campground facilities.

ARTICLE 4: VENDORS

4.1 Pool & Campground Vendors. The pool and/or campground maintenance vendors are there to maintain the pool and spa and campground facilities and will not be expected to enforce these guidelines.

ARTICLE 5: BARRIERS AND SIGNS

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

5.2 Damage to Signs. Removal or damage to signs pertaining to use of the facilities is prohibited.

5.3 Reimbursement Assessment. Members who remove or damage any barriers or pool/campground signs, or whose tenants, family members, residents or guests do so, will be subject to a reimbursement assessment for the cost to repair or replace any such items. An unpaid reimbursement assessment may be the subject of a lien on the Member's separate interest.

ARTICLE 6: ENFORCEMENT

6.1 Strict Compliance by Residents. All residents are responsible and expected to strictly comply with these rules and to adhere to any directive issued when using the pool and/or campground amenities. 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 and/or campground facilities if residents are not complying with the rules.

6.2 Suspension of Rights. Failure to comply may result in suspension of 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 supplements 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 and campground facilities are a COVID-19 free zone. Users acknowledge they are using the Association's common area facilities, including the pool and campground facilities, at their own risk. Keep in mind that, among other places, sinks can be an infection source and campground users should avoid placing toothbrushes and other items directly on counter surfaces.

OAK SHORES COMMUNITY 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 OAK SHORES COMMUNITY ASSOCIATION's ("Association") community pool and/or campground facilities during the ongoing COVID-19 pandemic.

I hereby agree to adhere to the current rules governing use of the community pool and campground facilities, including social distancing, which means I must stay at least six (6) feet from other people (excluding household members), while in the pool and campground facilities, including in the water. I also agree to take all reasonable precautions to protect myself and others. This includes wearing a 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, gates, latches, handrails, and pool furniture.

By signing below, I acknowledge the Association's Common Areas, including the pool and campground 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, spa, restrooms, campground 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, spa, campground 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 and/or campground 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 and/or campground 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 and/or campground 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: _____