



# Northstar Ranch Community Association

July 1, 2020

Dear Northstar Ranch Residents,

In an effort to reopen the community pool the Board of Directors has approved the attached Temporary Facility Rules for the Association's pool that meet the State of California and the County of Riverside Guidelines. Please be aware that we ask that residents be courteous and respectful of each other and the pool monitor while using the facility. It is imperative that each resident read and familiarize yourself with the Temporary Facility Rules before coming to the pool. Some items to be aware of related to the new pool facility rules are:

- All key-fobs are still turned off
- Pool hours will be 1 pm to 5 pm only, Thursday through Monday
- Reservations must be made with the pool monitor at the gate during those hours.
- Reservations are made on the hour block starting at 1 pm. Residents are only allowed one hour time slots, per resident
- Restrooms, showers, water fountains will not be accessible.
- The use of the bbq and pool furniture are prohibited.
- The spa will remain closed.
- Every resident will have to sign a waiver upon entry every time they use the pool.
- The pool will be open to 10 users maximum at any given time
- Residents are required to sanitize after themselves
- All pool rules and regulations in the CC&R's still apply.

**THE USE OF THE ASSOCIATION FACILITIES IS AT YOUR OWN RISK!** An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By entering and using the community facilities, you voluntarily assume all risks related to exposure to COVID-19.

The pool facility is tentatively scheduled to reopen on **Monday July 6, 2020 at 1:00 p.m.** **Please watch the community website for additional updates** ([www.northstarranchhoa.com](http://www.northstarranchhoa.com))

We thank you for your understanding and patience as the Board diligently worked through these unprecedented times.

At The Direction of the Board Of Directors,

*Darren Mandel*

Regional Manager, PCAM®

**NORTHSTAR RANCH COMMUNITY ASSOCIATION**

(the "Association")

**COMMON AREA POOL REOPENING POLICY (this "Policy")**

[Emergency Rule Change Pursuant to Civil Code Section 4360(d)]

This Policy is intended to make the Association Common Area pool area accessible to the membership while promoting good hygiene and proper social distancing. The Association has decided to begin the reopening process with respect to the pool area, and it reserves its right to modify and/or loosen these restrictions in the future, as the pandemic evolves.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious.** Please understand that any public place where people are present includes an inherent risk of exposure to COVID-19. COVID-19 is extremely contagious and can lead to severe illness and death. Thus, please understand that **ANYONE USING THIS FACILITY ASSUMES ALL RISKS, INCLUDING, BUT NOT LIMITED TO, EXPOSURE TO COVID-19.**

As a result, federal, state, and local governments and health agencies require or recommend certain protocols, including, but not limited to, social distancing, face covering where appropriate, and have, in many locations, prohibited the congregation of groups of people. Nothing contained herein shall be interpreted or intended to limit or change, in any way, your compliance with all governmental protocols while you are on the Association's property and/or you participate in activities at the Association's Common Area or use the Common Area pools as noted below. The Association has put in place measures to reduce the spread of COVID-19; however, the Association **cannot guarantee** that, despite these measures, you, your family, or your guests will not become infected with COVID-19. Further, **visiting the Association's Common Area pools could increase** your risk of contracting COVID-19. Also, please understand that the Association's ability to keep its facilities open and to mitigate the risk related to COVID-19 is dependent upon everyone working together with social distancing and doing their part to keep everyone as safe as possible.

With the foregoing in mind, the Association has adopted the following emergency rules with respect to the Common Area pool areas at the NORTHSTAR RANCH Development (the "Development").

1. **Guidelines.** Anyone using an Association facility is required to adhere to all of the rules contained herein, as well as existing rules that do not conflict. Until further notice, the following temporary guidelines shall apply with respect to Resident (for purposes of this Policy, the term "Resident" shall include owners, tenants, and family members that are part of the same household) the use of the swimming pool areas in the Development:

a. Residents are required to maintain the minimum safe distance as currently required by the CDC between themselves and any other resident or group. Residents should be

respectful of the sentiments of neighbors relating to social distancing. Person-to-person interaction and activities between members of separate households should be limited and social distancing of six feet between them should be practiced.

b. The Association has decided to temporarily close the grills, the restroom, and the jacuzzi located within the pool area until further notice.

c. Self-isolation - if you are sick, stay home.

d. Practice social distancing of at least six feet distance to the greatest extent possible.

e. Wash hands frequently (20 seconds with soap and water or use of a sanitizer that contains at least 60% alcohol).

f. Clean and disinfect frequently touched objects and surfaces or remove unnecessary frequently touched surfaces.

g. Avoid touching of eyes, nose and mouth with unwashed hands.

h. Strongly consider wearing a cloth face covering when in public and not in the pool (do not use on children under two years old, people with difficulty breathing, or people who cannot remove the mask themselves). Residents are encouraged to wear a cloth face covering or face mask in areas where social distancing cannot be observed (e.g. entry/exit points, shared restrooms).

i. Cover mouth and nose when you cough or sneeze and throw used tissues away immediately after use.

j. All parties and gatherings in all Common Area pools are prohibited.

k. Access to any Association facility pool is restricted to residents and their household only (unless authorized by the association, in writing and in advance).

l. No person may access an Association facility that is sick, that has a fever or a confirmed case of COVID-19. Any person visiting a facility should wash their hands regularly and/or use sanitizer.

m. The maximum capacity of all facilities may be reduced to facilitate social distancing and any facility may be closed at any time, without notice. Residents are required to respect the instructions of any Association agents relating to when the facility is open or closed, as well as any instructions pertaining to proper hygiene or social distancing.

n. Any portion of the facility that is closed (e.g., grills, restrooms, jacuzzi, and furnishings) may not be accessed or used at any time.

o. All residents accessing the facility are required to bring either disposable sanitary wipes or similar cleaning materials to use on any surfaces in the facility that the resident intends to come into contact with.

p. The furnishings in the pool area have been removed and are closed to promote proper social distancing. Residents may not move these furnishings back to the pool area.

## 2. General Rules Regarding Pool Facilities.

a. The pool area will be opened five (5) days per week, Thursday through Monday (closed on Tuesday and Wednesday), for 4-hour time-periods, from 1 PM through 5 PM, daily (the "Open Times"). However, Residents may only utilize the pool area during the Open Times for 1-hour time slots (i.e., 1 PM- 2 PM; 2 PM - 3 PM; 3 PM - 4 PM; 4 PM - 5 PM) ("Time Slot"). If a Resident enters the pool area in the middle of a Time Slot (e.g., 1:30 PM), then the Resident will have the option of staying in the pool area for the remainder of the Time Slot, or the Resident may leave and return during the beginning of the next (or later) Time Slot, subject to the availability at that later Time Slot. Residents may only utilize one (1) Time Slot per day.

b. The Association will be deactivating Residents' key fobs with respect to the pool area. A security guard will be present during the Open Times to grant entry to Residents, and entry will be subject to the rules and restrictions in this Policy.

c. The Association is imposing a limit of ten (10) persons at any one time during the Open Times, with a further limit of two (2) households at any one time during the Open Times, unless an exception is granted, depending on the number of Residents in the pool area.

d. Residents should be mindful that the pool area is a shared amenity and should not monopolize the above restrictions in a manner that will mean other households are unable to use the pool area.

e. Residents should start collecting their personal items and prepare to leave the pool area, ten (10) minutes prior to the end of their Time Slot.

## 3. Assumption of the Risk.

a. **WARNING: NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.**

b. Any person entering an Association facility (i.e., pool area) assumes any and all risks of illness or injury associated with his or her access to that facility.

c. Neither the Association nor any agent or staff member is responsible for any illness or injury suffered by any person as a result of accessing an Association facility.

d. Swimming and being in a public swimming pool with the pending COVID-19 pandemic carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Owners hereby agree, understand, and appreciate these and other risks are inherent in said activities. Owners agree that their participation in said activities are voluntary and that they assume the risks associated with said activities. In connection with all Owners accessing, entering into, or otherwise utilizing the Common Area pool areas during the COVID-19 pandemic, all Owners hereby acknowledge and understand that, while the Association will take certain efforts to sanitize and/or disinfect these areas, such use of or access to the Association's Common Area pools may expose Residents to the risk of contracting COVID-19. Residents acknowledge and agree that despite the Association's efforts to do so, the Association cannot guarantee that the airspace or surfaces within the Common Area pools will remain free of coronaviruses such as, without limitation, COVID-19 at all times and that all Residents accept such responsibility and accept the liability to protect themselves against such contagions. Residents understand and hereby acknowledge that serious health consequences may occur as a result of such access or utilization of the Association's Common Area pools. Residents hereby agree to fully assume all risk(s) associated with such activities.

4. Self-Precautions. Residents warrant and represent that Residents have taken and/or exercised all recommended and reasonable precautions to protect Residents, and others which they may come into contact with, from the spread of COVID-19, and understand and acknowledge that it is Residents' sole responsibility to continue to adequately exercise the proper care and precautions to protect Residents from exposure to COVID-19.

5. Self-Reporting. Residents warrant and represent that neither they nor any member of their household, and their guests or invitees including without limitation contractors, realtors, such as real estate brokers, health care professionals, dog walkers etc., has been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, nor does any member of Residents' household, and their guests or invitees including without limitation contractors, realtors, such as real estate brokers, health care professionals, dog walkers, etc. have any of the common symptoms associated with COVID-19. Residents further warrant and represent that neither they, nor a member of their household, has been in contact with anyone who has been diagnosed with or quarantined or isolated due to the COVID-19 virus, or is experiencing its symptoms. If any of the above representations no longer can be made, the Resident agrees to immediately notify the Association and refrain from using the Association's Common Area pool area.

6. Waiver and Release. Residents hereby expressly waive, forgive, release, acquit and discharge any and all actions, claims, compensation, demands, disputes, bodily injury, personal injury, liabilities, losses, expenses, obligations, rights, sums of money, or any other causes of action of every kind and nature whatsoever, known or unknown, (hereinafter

collectively "Claims"), or threat of such Claims, which may accrue or arise against the Association, and/or its employees and/or personnel, Board of Directors, officers, attorneys, members, employees, homeowners and/or agents (including the community managers and management companies), arising from, or related to, Residents' use of or access to the Association's Common Area pools and/or the Owners' participation in recreational activities within such areas, related to or arising from the COVID-19 pandemic. Residents hereby agree to release and hold harmless the Association, and/or its employees and/or personnel, Board of Directors, officers, members, homeowners, attorneys or agents (including the community managers and management companies), from any and all claims which may arise from the aforementioned use and activities related to the COVID-19 pandemic, even though claims may arise out of the negligence or carelessness on the part of the Association or its staff, employees, Board of Directors, officers, members, personnel, or agents (including community managers and management companies).

7. Enforcement. Any violation of this Policy shall constitute a violation of the Governing Documents and be subject to rule enforcement. Violation of this Policy is subject to enforcement in accordance with the Association's standard enforcement policies, which may include fines and/or suspension of access privileges.

8. Further Changes. Given the current state of the COVID-19 pandemic and the frequent changes in governmental policies, the Association reserves its right to modify this Policy to adjust for any future change in circumstance with regard to governmental orders and/or guidelines.

9. Subject to County/State. This Policy shall be subject - in all respects - to State and/or County rules, regulations, and ordinances with respect to reopening pools. Nothing stated herein is a representation on the part of the Association that use of the Development's pool areas is permitted. Attached herewith is a copy of the most recent Order concerning reopening of pools issued by the County of Riverside. All such requirements and restrictions shall be incorporated into this Policy by this reference.



## DEPARTMENT OF ENVIRONMENTAL HEALTH County of Riverside

DISTRICT ENVIRONMENTAL SERVICES

### Community Pool Guidance – COVID-19

We wish to thank and commend the many property managers and homeowners associations (HOAs) that have closed pools, spas, and barbeque areas in an effort to slow the spread of COVID-19 and protect residents. These guidelines are being provided so that managers, HOAs, and residents can make responsible decisions for the potential use of community pools and spas. If a property management company or HOA decides to open the pool, it is recommended to do the following:

#### CREATE A DISINFECTION PLAN

- Create a written disinfection plan that identifies frequently touched surfaces, a schedule, and designated person to complete disinfection tasks
- Use an [EPA approved disinfectant](#) on commonly touched surfaces, including but not limited to:
  - Pool Area - gate, latch, tables, chairs, drinking fountain, pool handrails, and countertops
  - Shared Restroom - door handles, light switches, faucets, latches, and dispensers

#### POST SIGNAGE

- Post signage reminding residents to wash their hands frequently with soap and water, cover coughs and sneezes, and to avoid the pool area if they are experiencing symptoms of illness including a fever of 100°F or above, sore throat, runny nose, chills, not feeling well, sneezing, coughing, abdominal pain, or diarrhea

#### IMPLEMENT PHYSICAL DISTANCING PROTOCOLS AND HAND HYGIENE RECOMMENDATIONS

- Six feet separation is required, and swimmers should limit themselves to lanes
- No large groups or pool parties allowed. Families are permitted from the same household
- Implement scheduled time slots for use on the busiest days to control the flow of users
- Close the spa or limit use to 1 person or household at a time (post signage)
- Lounge chairs and/or tables should be properly distanced. If they cannot be distanced, they should be secured and stored
- Remind residents to wear a cloth face covering when traveling through common areas of the property where it may not be possible to maintain physical distancing, including to and from the pool, barbeque area, and shared restrooms
- Provide, or ask that residents bring hand sanitizer
- Frequently check shared restrooms to ensure they are stocked with hand soap and paper towels

Safe water, sanitation, and hygiene are essential to protecting human health during disease outbreaks. There is no evidence that COVID-19 can be spread to humans through the use of pools and spas; however, maintaining good chlorine levels in our community pools may help to prevent its spread.

For more information regarding health and safety requirements for community pools and spas visit:  
<http://www.rivcoeh.org/OurServices/PoolsSpasWaterFeatures>.

OFFICES IN: RIVERSIDE, BLYTHE, CORONA, HEMET, INDIO, MURRIETA AND PALM SPRINGS

For more information call (888) 722-4234

Department Web Site – [www.rivcoeh.org](http://www.rivcoeh.org)

**NORTHSTAR RANCH COMMUNITY ASSOCIATION**  
**(the "Association")**

**RELEASE AND WAIVER OF LIABILITY**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person and/or person to surface to person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, although being relaxed on a national level, prohibited the congregation of groups of people.

In connection with the undersigned accessing, entering into, or otherwise utilizing the pool areas within the Northstar Ranch Community Association Development (the "Development") and/or participating in recreational activities within such areas during the COVID-19 pandemic, the undersigned hereby acknowledges and understands that, while the Association will take efforts to sanitize and/or disinfect certain portions of the pool areas and such area's touch points, such use of or access to the premises and/or participation in recreational activities within those areas, may expose the undersigned to the risk of contracting COVID-19. The undersigned acknowledges and agrees that despite the Association's efforts to do so, the Association cannot guarantee that the airspace or surfaces within the Association's premises and pool areas will remain free of coronaviruses such as, without limitation, COVID-19 at all times and that the undersigned accepts such responsibility and accepts the liability to protect themselves against such contagions. The undersigned hereby agrees to adhere by all Policies and Procedures and/or Rules and Regulations implemented by the Association's Board of Directors, who are charged with the responsibility of the governance of the Association in effect relating to the undersigned's use of the Association's premises and pool areas.

The undersigned warrants and represents that the undersigned has taken and/or exercised all recommended and reasonable precautions to protect the undersigned, and others which the undersigned may come into contact with, from the spread of COVID-19, and understands and acknowledges that it is the undersigned's sole responsibility to continue to adequately exercise the proper care and precautions to protect the undersigned from exposure to COVID-19. The undersigned also warrants and represents that neither the undersigned, nor any member of the undersigned's household if a resident, has been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, nor does the undersigned or any member of the undersigned's household if a resident, have any of the common symptoms associated with COVID-19. The undersigned further warrants and represents that neither the undersigned, nor a member of the undersigned's household, has been in contact with anyone who has been diagnosed with or quarantined or isolated due to the COVID-19 virus, or is experiencing its symptoms. If any of the above representations no longer can be made, the undersigned agrees to immediately notify the Association and refrain from using the Association's premises and pool areas.

The undersigned voluntarily agrees to use or otherwise access the Association's premises and pool areas, and/or engage in recreational activities within those areas, while being fully aware of the risks and/or dangers involved with such activities which could expose the undersigned to COVID-19, and the undersigned knowingly and willingly assumes all risk of injury, loss, or death arising therefrom. The undersigned hereby expressly waives, forgives, releases, acquits and discharges any and all actions, claims, compensation, demands, disputes, bodily injury, personal injury, liabilities, losses, expenses, obligations, rights, sums of money, or any other causes of action of every kind and nature whatsoever, known or unknown, (hereinafter collectively "Claims"), or threat



of such Claims, which may accrue or arise against the Association, and/or its employees and/or personnel, Board of Directors, officers, attorneys, members, employees, homeowners and/or agents, arising from, or related to, the undersigned's use of or access to the Association's premises and pool areas, and/or the undersigned's participation in recreational activities within such areas, related to or arising from the COVID-19 pandemic. The undersigned understands and hereby acknowledges that serious health consequences may occur as a result of such access or utilization of the Association's premises and pool areas, and/or the undersigned's participation in recreational activities within those areas, and hereby agrees to fully assume all risk(s) associated with such activities, and hereby agrees to release and hold harmless the Association, and/or its employees and/or personnel, Board of Directors, officers, members, homeowners, attorneys or agents, from any and all Claims which may arise from the aforementioned use and activities related to the COVID-19 pandemic, even though Claims may arise out of the negligence or carelessness on the part of the Association or its staff, employees, Board of Directors, officers, members, personnel, or agents.

The undersigned has read and fully understands the foregoing Release and Waiver of Liability and the consequences of signing this Release and Waiver of Liability and has voluntarily chosen to be subject to this Release and Waiver of Liability. The undersigned is further fully aware that this Release and Waiver of Liability shall be valid and limits the undersigned's rights of recovery against the Association to the fullest extent permitted by law.

This Release and Waiver of Liability is governed by the laws of the State of California. In the event of any legal proceeding arising out of this Release and Waiver of Liability or the subject matter thereof, the prevailing party shall be entitled to its attorneys' fees and costs. In the event any term or provision contained in this Release and Waiver of Liability is deemed or held to be unenforceable, the same shall not be deemed a waiver of any other terms and provisions of this Release and Waiver of Liability.

This Release and Waiver of Liability has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Release and Waiver of Liability require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_