

COVID-19 PANDEMIC LAKE AREA RULES

CRYSTAL FALLS ASSOCIATION

Adopted September 17, 2020

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COVID-19 PANDEMIC LAKE AND FACILITY RULES

CRYSTAL FALLS ASSOCIATION

These Rules (“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 lake and common area 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.

ARTICLE 1: IN GENERAL

1.1 Opening of Lake Area. Upon the adoption of these Rules, the Association’s lower lake and the adjacent portions of the common area will be open as more fully described herein. At its sole discretion, the Board may elect to reopen the upper lake and the adjacent portions thereto in the future. For the purposes of these Rules, the term “Lake” refers to any lake that is open while the term “Lake Area” refers to any lake and the adjacent common area that is open, whether it is the lower lake, upper lake, or both.

ARTICLE 2: DISINFECTION PLAN

2.1 High Touch Areas. The Association is to implement a sanitation protocol which provides regular disinfection of high touch areas in the Lake Area (e.g. entry/exit gate and door handles/handrails, restroom facilities, and shower and water faucet handles).

2.2 Hand Sanitizer/Disinfectant Wipes. The Association will endeavor to make hand sanitizer available at the entrance gate and restrooms. However, it is the responsibility of individual residents to ensure they have 60% alcohol-based hand sanitizer and/or disinfection wipes with them when they visit the Lake Area.

2.3 Lake Furniture/Towels. Residents are strongly encouraged to disinfect picnic tables and common area furniture that is used with disinfectant wipes before and after usage. Individuals should bring their own towels to the Lake Area and should not share towels with those outside of their house.

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

ARTICLE 3: LAKE AREA USAGE

3.1 No Entry if Symptomatic. Residents must stay home and not enter the Lake 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 Lake Area if they were exposed to someone with COVID-19 within the last fourteen (14) days.

3.2 Limited Number of Users. Use of the Lake Area is restricted to fifteen (15) households at a time. The Association may implement a monitored appointment system to ensure compliance with these Rules. The Board may modify the number of permissible households or persons who may use the Lake Area if, in its sole discretion, it determines that doing so is in the best interests of the health and safety of the residents.

3.3 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 Lake Area. Adults must also sign on behalf of minor residents that will be entering these areas and facilities.

3.4 Limited Hours. The Lake Area's hours are changed until further notice as follows: 11:00am-7:00pm. The Board may temporarily modify the hours of or close the Lake Area in order to perform maintenance or disinfection. Except in cases of emergency, the Board will provide at least forty-eight (48) hours' notice of its intent to modify these hours.

3.5 No Parties of Guests. Parties or gatherings are prohibited in the Lake Area. Guests that do not reside in the development are not allowed to use the Lake Area.

3.6 Physical 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.

3.7 Face Coverings. Residents aged two (2) and over must wear a face covering over the nose and mouth when outside the water and whenever six-foot physical distancing cannot be maintained. **Remove face covering before entering the water.**

3.8 Lakeside Furniture. All furniture shall be distanced at least six feet apart. Residents may bring your own furniture or use the Association furniture but are required to distance the furniture so that members of different households are at least six feet apart.

3.9 Equipment Usage in the Lake Area. All recreational equipment including but not limited to volleyball, horseshoes, swings, slides, playsets, ladders, floating slide and dock at the Lake shall not be used. Residents may bring their own recreation equipment but may not share it with anybody other than members of their household.

ARTICLE 4: SIGNAGE

4.1 Posting of Rules. These Rules shall be posted at the entrance and exit of the Lake Area.

4.2 Post Required Governmental Signs. All required signage, if any, by the State of California, County of Tuolumne, and City of Sonora shall be posted at the entrance and exit of the lake and common areas and facilities.

ARTICLE 5: LIFEGUARD AND OTHER PERSONNEL AND VENDORS

5.1 Lifeguards. There are no lifeguards on duty at the Lake.

5.2 Maintenance Personnel and Vendors. The maintenance and common area personnel and vendors are to maintain the Lake Area and other common areas and facilities and will not be expected to enforce these guidelines.

ARTICLE 6: BARRIERS AND SIGNS

6.1 Damage to Barriers. Alteration, damage or removal any barriers or other objects indicating closure of the Lake Area and common area facilities, restrooms or showers, including, without limitation, Lake Area gates, locks, fences, and caution tape, is prohibited.

6.2 Damage to Signs. Removal or damage to signs pertaining to use of the Lake Area or common areas of the Association is prohibited.

6.3 Reimbursement Assessment. Members who remove or damage any barriers or 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 7: ENFORCEMENT

7.1 Strict Compliance by Residents. All residents are expected to strictly comply with these Rules and to adhere to any directive issued when using the Lake Area or common areas or amenities. Residents failing to follow the Rules and directives when asked may be required to immediately leave the Lake Area. **The Board reserves the right to close the Lake Area or any portion thereof if residents are not complying with the rules.**

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

7.3 Fines. Fines up to \$300 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.

7.4 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 8: DISCLAIMER

8.1 No Guarantee of Virus Free Environment. The Association is unable to guarantee that the common areas, including the Lake Area are a COVID-19 free zone. Users acknowledge they are using the Lake Area and other portions of the common area at their own risk.

CRYSTAL FALLS 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 the Lake Area of CRYSTAL FALLS ASSOCIATION (“Association”) during the ongoing COVID-19 pandemic.

I hereby agree to adhere to the current rules governing the use of the Lake Area, including physical distancing, which means I must stay at least six (6) feet from other people (excluding household members) while in the Lake Area. I also agree to take all reasonable precautions to protect myself and others. This includes wearing face covering at all times when out of the water whenever six-foot physical distancing cannot be maintained 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 furniture.

By signing below, I acknowledge the Association’s common areas, including the Lake Area 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 Lake, restrooms and common areas may expose me to infection, personal injury, illness, permanent disability or death. I agree to enter and use the Association’s common areas 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 Lake 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 Lake Area 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 Lake Area. 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 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: _____