

ASSOCIATION BOARD RESOLUTION NO. 1

A RESOLUTION ADOPTING AN OPERATIONAL PLAN AND POOL POLICY RELATING TO COVID-19

For Spring Mountain Ranch Subdivision
Valley County, Idaho

THIS RESOLUTION NO. 1 FOR SPRING MOUNTAIN RANCH (“Resolution No. 1”) is hereby adopted by Spring Mountain Ranch Homeowners Association, Inc. (“Association”) an Idaho nonprofit corporation, for and on behalf of its members, and made effective as the execution date below.

RECITALS:

(A) This Resolution No. 1 affects and concerns certain the real property located in Valley County, Idaho commonly referred to as the Spring Mountain Ranch Subdivision and more particularly depicted on the final plats for all phases of the Spring Mountain Ranch Subdivision (“Property”).

(B) The Master Declaration of Covenants, Conditions and Restrictions for Spring Mountain Ranch recorded September 23, 1993 in the Valley County Recorder’s Office, as Instrument No. 199041, as amended and supplemented (“Declaration”).

(C) Bylaws of the Association were executed September 13, 1993 (“Bylaws”).

(D) The Association, in light of the COVID-19 Pandemic, desires to open its pool, fitness center and other related amenities in a responsible way through implementing reasonable measures to promote sanitation, social distancing and other guidelines established by the Centers for Disease Control and Prevention (“CDC”) and the State of Idaho.

(E) The State of Idaho has developed a plan for reopening business in 4 stages referenced as the Idaho Rebounds Plan dated May 14, 2020. As part of the Idaho Rebounds Plan, business-specific protocols provide that businesses should have an Operational Plan in place to mitigate the spread of COVID-19 among patrons at their facilities.

(F) The CDC has stated that there is no evidence that the virus that causes COVID-19 can spread directly to humans from water in pools, hot tubs or spas, or water play areas. Proper operation, maintenance, and disinfection of pools should kill the virus that causes COVID-19. However, potential risks for spreading COVID-19 at outdoor community pools are possible when people are unable to maintain physical distancing and proper hygiene when out of the pool.

(G) The Board of Directors researched guidance from local, state and federal authorities. It reviewed the matter with legal counsel. It has confirmed with its cleaning and pool maintenance

vendors that they are familiar with COVID-19 protocols, and the vendors represented that they are qualified to provide services called for in the Operational Plan. Having investigated the matter, the Board of Directors feels that implementing the protocols identified in this Resolution No. 1 are important to promote good public health practices, allow members to make informed decisions about pool usage, and protect the Association.

(H) This Resolution No. 1 adopts rules for the regulation of the Property and Owners pursuant to the authority granted in the Bylaws and in Declaration Section 5.6.1.4, which provides: *“The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Master Association deems reasonable.”*

Certification

By signing below, the Board hereby certifies that this Resolution No. 1 was approved by majority vote pursuant to Bylaws Section 4.13.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this Resolution No. 1.

POOL OPERATIONAL PLAN

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. Authorization. The individuals signing for the Association make the following representations: (i) he/she has read the Resolution No. 1, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Resolution No. 1 acting in said capacity.
3. Date of Opening. Assuming that Idaho state guidelines remain the same, the Association plans to open the following amenities on June 17, 2020:

The Ranch House
Fitness Center
Outdoor Pool
Pool Deck
Tennis/Pickleball Court
Locker Rooms
("Amenities")

The following amenities will remain closed until further notice:

Steam Room
Pool Deck BBQ
Hot Tub

4. Communication to Members. This Resolution No. 1 will be provided to members and made available on the Association's member portal. COVID-19 warnings and informational signs will be posted at these locations. Members wishing to use the Amenities will be required to review and sign the waiver form attached hereto as Exhibit A, as it may be amended from time to time. The waiver form contains social distancing guidelines and information about symptoms and vulnerable persons.

5. Cleaning and Disinfecting. The Ranch House, Fitness Center and Pool Area will be cleaned by the Association's cleaning vendor on a daily basis. Cleaning will follow CDC guidelines, including daily sanitizing of surfaces and use of appropriate disinfectants. If the cleaning vendor is unable to perform cleaning seven days a week, the schedule will be altered accordingly. Association provided water toys and other shared items will be removed from the pool area. Some or all deck furniture may be removed from use in order to avoid unnecessary shared surfaces and to promote social distancing.

6. Fitness Center Equipment. Fitness center equipment should be wiped down before and after each use. So long as supplies are available, sanitary wipes will be provided. Members utilizing the fitness center will be responsible for wiping down equipment.

7. Hand Hygiene. Alcohol based hand sanitizer will be provided at multiple locations throughout the pool area, if available. Members should use hand sanitizer before entering and exiting the Amenities. Supplies are limited and members are encouraged to bring their own hand sanitizer (minimum 60% alcohol). Soap and water are available in the bathrooms.

8. Social Distancing. Members should practice social distancing by staying six feet (6') apart from those they do not live with. Members should wait patiently and take turns when entering and exiting one of the Amenities to avoid contact with others. Members are responsible to make sure guests adhere to this policy. Hosting group events at any of the Amenities is prohibited.

9. Pool Maintenance. The Association's pool maintenance vendor will take precautions to make sure the water quality and disinfection processes are regularly monitored and consistent with CDC guidelines.

10. Amenity Closures. The Association reserves the right to close the Amenities as needed to address changing circumstances and recommendations from local, state and federal authorities.

11. Policy Changes. The Association may add new or additional protocols to this Operational Plan as needed to address changing circumstances and recommendations from local, state and federal authorities. Unless the Board of Directors elects to continue this Operational Plan for a longer period, or terminate it at an earlier date, the Operational Plan shall expire December 31, 2020.

12. Interpretation and Policies. The Board of Directors retains sole authority to interpret the application of this Resolution No. 1, and to issue such other policies and guidance as may be necessary to effectuate the purposes stated herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the year and date indicated below.

Spring Mountain Ranch Homeowners Association, Inc.,
An Idaho nonprofit corporation, by its Board of Directors:

Signature:

Printed Name:

Date:

| | | |
|--------------------------|--------------------------|---------------------|
| <u>Bill Logsdon</u> | <u>Bill Logsdon</u> | <u>June 8, 2020</u> |
| <u>Ken Stearns</u> | <u>Ken Stearns</u> | <u>June 8, 2020</u> |
| <u>Mike Maciaszek</u> | <u>Mike Maciaszek</u> | <u>June 8, 2020</u> |
| <u>Melanie Rowe</u> | <u>Melanie Rowe</u> | <u>June 8, 2020</u> |
| <u>Becky Baumgartner</u> | <u>Becky Baumgartner</u> | <u>June 8, 2020</u> |

Exhibit “A”

Spring Mountain Ranch Liability Waiver Form
Pool, Fitness Center and Other Amenity
Usage During COVID-19 Pandemic

This form provides basic COVID-19 information for Association members and waives the right to sue Spring Mountain Ranch Homeowners Association, Inc. (“Association”) for any claims related to COVID-19 or other infectious diseases. Please review this form and the information it contains carefully. If you would like to use the Ranch House, Fitness Center, Outdoor Pool, Pool Deck, Tennis/Pickleball Courts, and other amenities and Common Areas (“Amenities”), and you agree to assume the risks and waive the right to sue, please initial and sign where indicated.

1. Social Distancing. I understand social distancing guidelines and agree to practice social distancing. I will be responsible to help my minor children and legal wards practice social distancing. If one of the Amenities is too crowded to allow for proper social distancing I will leave and return during a time when it is less crowded. I have read the social distancing guidelines on page 3 of this form.

Initial here: _____

2. Stay Safe and Know the Risks. I will not use the Amenities if I am sick or experiencing symptoms of COVID-19. If I am a vulnerable or high risk person, or have close contact with vulnerable or high risk persons, I will take measures to protect myself, including limiting my use of Amenities if physical distancing is not practical. By using the Amenities I accept the risk of exposure to COVID-19 and other diseases. I have read the COVID-19 Symptoms and Vulnerable Persons guidelines on page 3 of this form.

Initial here: _____

3. Guests. I agree that I will be responsible for my guests. Members and their guests must adhere to all Association policies and rules, including the Amenities Operational Plan. I understand that group functions of any kind are strictly prohibited.

Initial here: _____

4. Privileges. Violation of the terms contained in this form, or other Association rules relating to use of the Amenities, will be grounds for suspension of privileges.

ASSUMPTION OF RISK: Using the Amenities during the COVID-19 Pandemic carries with it certain inherent risks that cannot be eliminated regardless of the care taken. The specific risks may vary, but the risks range from 1) exposer of self and others to COVID-19 and other infectious diseases, 2) minor illness, 3) major illness requiring hospitalization, and 4) illness causing permanent injury or death. I understand and appreciate these and other risks that are inherent in using the amenities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. **INDEMNIFICATION AND HOLD HARMLESS:** I agree to indemnify, defend, and hold the Association harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs brought as a result of my use, and my guests use, of the Amenities and relating to COVID-19 or other infectious diseases, and to reimburse Association for any such expenses incurred. **WAIVER:** I waive liability against the

Association and agree that I will not sue the Association for any claims related to COVID-19 or other infectious diseases arising out of use of the Amenities.

ACKNOWLEDGEMENT: I have read this form and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I am at least eighteen (18) years of age and fully competent (and if indicated below I am the legal parent or guardian acting on behalf of the identified minors or legal wards); and I execute this form for full, adequate and complete consideration fully intending to be bound by the same.

DATED this ____ day of _____, 2020.

Property Address: _____

Signature

Print Name

Signature

Print Name

Agreed on behalf of the following minors or legal wards:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SOCIAL DISTANCING GUIDELINES

Updated 5/14/20 from cdc.gov

Social distancing, also called “physical distancing,” means keeping space between yourself and other people outside of your home. To practice social or physical distancing:

- **Stay at least 6 feet (about 2 arms’ length) from other people**
- **Do not gather in groups**
- **Stay out of crowded places and avoid mass gatherings**

COVID-19 SYMPTOMS

Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

- **Cough**
- **Shortness of breath or difficulty breathing**
- **Fever**
- **Chills**
- **Muscle pain**
- **Sore throat**
- **New loss of taste or smell**

This list is not all possible symptoms. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.

VULNERABLE OR HIGH RISK PERSONS

According to the CDC, those at high-risk for severe illness from COVID-19 are:

- **People 65 years and older**
- **People who live in a nursing home or long-term care facility**
- **People of all ages with underlying medical conditions, particularly if not well controlled**

Underlying medical conditions:

- **People with chronic lung disease or moderate to severe asthma**
- **People who have serious heart conditions**
- **People who are immunocompromised**
- **Many conditions can cause a person to be immunocompromised**
- **People with severe obesity (body mass index [BMI] of 40 or higher)**
- **People with diabetes**
- **People with chronic kidney disease undergoing dialysis**
- **People with liver disease**

Find more information:

<https://www.cdc.gov/>

<https://healthandwelfare.idaho.gov/>