

Please review, initial, sign, and return electronically to hoa@redrockhoa.com.
You may also request a DocuSign version from hoa@redrockhoa.com.

BOARD RESOLUTION NO. 1

A RESOLUTION ADOPTING AN OPERATIONAL PLAN FOR FITNESS CENTERS RELATING TO COVID-19

For

Foxboro North Homeowners Association (“Foxboro North”)

Adopted on 5 Jan 2021

THIS BOARD RESOLUTION NO. 1 FOR FOXBORO NORTH (“Resolution No. 1” or “Policy”) is hereby adopted by the Board of Directors for Foxboro North Homeowners Association (“Association”) a Utah 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 Common Areas and facilities, namely the fitness centers, located within the master residential development commonly referred to as Foxboro North.

(B) The Master Declaration of Covenants, Conditions and Restrictions for Foxboro North was recorded June 27, 2007 in the Davis County Recorder’s Office, as Instrument No. 2283375, as amended and supplemented (“Declaration”).

(C) The Association, in light of the COVID-19 Pandemic, desires to open its fitness center(s) and 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”), the State of Utah and Davis County.

(D) The State of Utah Covid-19 plan has evolved over that last several months transitioning from a 4 stage, color-coded plan referred to as Utah Leads Together to a current Transmission Index, which identifies three levels of transmission: High, Moderate, or Low. These levels assist the state and counties in adopting appropriate protocol. The Association monitors County protocols to guide its operations. At the time of the adoption of this Resolution No. 1, Davis County is in the Moderate level. As these transmission level change, the Association may adjust these particular requirements of this policy with appropriate signage on Common Areas and/or at the fitness centers.

(E) The Association desires to balance the rights of owners to utilize Common Areas and amenities while establishing protocol to mitigate the spread of COVID-19 among owners and residents.

(F) 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 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 the fitness center usage, and protect the Association.

(G) The Board has authority granted by the Utah Community Association Act and Article 12.2 of the Declaration to adopt rules governing the use of the Common Area and to promote the health and safety of its residents.

Certification

By signing below, the Board hereby certifies that this Resolution No. 1 was adopted pursuant to Article 12.2 of the Declaration and the Community Association Act. This Resolution No. 1 hereby supersedes and replaces all prior rules, policies and/or resolutions related to the subject matter contained herein.

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

FITNESS CENTER 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. Provided that state guidelines do not drastically change, the Association plans to open the following the fitness centers effective 19 Dec 2020

4. Communication to Members. This Resolution No. 1 will be provided to members and made available on the Association's member portal or website, if applicable. COVID-19 warnings and informational signs will be posted at the fitness centers. Members wishing to use the fitness centers will be required to review and sign the waiver form attached hereto as **Exhibit A**, as amended from time to time.

5. Protocol. As of the date of this Resolution No. 1, Davis County is currently in the moderate level of transmission, with more information available at <https://coronavirus.utah.gov/utah-health-guidance-levels>. Consistent with those recommendations, the Association will open the

fitness centers with the following restrictions:

- The fitness centers may operate at reduced maximum capacities, as indicated by signage at the fitness centers.
- Certain equipment may be identified as off limits to promote social distancing.
- Social distancing should be observed when at the fitness centers.
- Masks are to be worn to and from the fitness center but may be removed when actively exercising - provided that social distancing is maintained.
- 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.
- The Association may close lockers, restrooms, drinking fountains and other locations within the fitness centers.
- The Association may adopt further specific procedures with respect to operating hours, equipment use, restroom use and other related concerns.
- In the event of conflict between this Resolution No. 1 and Association official signage at the fitness centers, the official signage shall control, as conditions can quickly change.

6. Cleaning and Disinfecting. Currently, the fitness centers will be cleaned by the Association's cleaning vendor twice per day. Cleaning will follow CDC guidelines, including daily sanitizing of surfaces and use of appropriate disinfectants. As conditions change at the County level, this protocol may be adjusted.

7. Hand Hygiene. Alcohol based hand sanitizer will be provided at multiple locations throughout the fitness centers so long as supplies are available. Members should use hand sanitizer before entering the fitness centers.

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 the fitness centers to avoid contact with others. Members are responsible to make sure guests adhere to this policy. Hosting group events at any of the fitness centers is prohibited.

9. Closures. The Association reserves the right to close the fitness centers as needed to address changing circumstances and recommendations from local, state, and federal authorities.

10. 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, 2021.

11. 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.

BE IT RESOLVED that the Board may take all necessary legal action to enforce this Resolution No. 1.

BE IT FURTHER RESOLVED that a copy of this Resolution No. 1 shall be sent to each Owner as provided for in the Governing Documents.

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

FOXBORO NORTH HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation, by its Board of Directors:

BY: Matt Jorgenson

Matt Jorgenson
President, Board of Directors

Exhibit "A"

**Foxboro North
Liability Waiver Form
Fitness centers Usage during COVID-19 Pandemic**

This form provides basic COVID-19 information for Association members and waives the right to sue Foxboro North Homeowners Association ("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 Association fitness centers and 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 the fitness centers are too crowded to allow for proper social distancing I will leave and return during a time when the fitness centers are less crowded.

Initial here: _____

2. Stay Safe and Know the Risks. I will not use the fitness centers if: 1) I am sick or experiencing symptoms of COVID-19; or 2) I am unwilling to accept the risk of exposure to COVID-19 or other infectious diseases.

Initial here: _____

3. No Guests or Group Events. I agree that I will not bring guests to the fitness centers. Only Association members and long term tenants are permitted to use the fitness centers during the COVID-19 Pandemic. I will only grant fitness centers access to those who are members of my immediate household AND for whom a signed copy of this form is on file with the Association.

Initial here: _____

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

ASSUMPTION OF RISK: Using the fitness centers 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) exposure 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 fitness centers. 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 of the fitness centers 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 fitness centers.

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: _____

IN WITNESS WHEREOF, the undersigned has executed this instrument on the year and date indicated below, for all owners, residents and guests for the property identified above.

Signature

Print Name

Please review, initial, sign, and return electronically to hoa@redrockhoa.com.
You may also request a DocuSign version from hoa@redrockhoa.com.