



Association Management, Inc.

47200 Van Dyke Ave.

Shelby Township, MI 48317

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May 24, 2021

Dear Mulberry Square Residents:

After extensive discussions and professional guidance, the pool guidelines have been revised for this season to ensure full compliance with State and County guidelines as well as the safety and protection of the co-owners / residents of Mulberry Square. Please review the "Rules, Guidelines, Release" (Attachment 1) carefully. A signed Release/Wavier (Attachment 2) is required to be in the physical possession of a Board Member or Property Manager, Paula Granowicz at Association Management at pgranowicz@amicondos.com for you to have proper access.

The board is pleased to announce that the pool will be opening on Friday, May 29th at sunrise; however, just a reminder - the only people that will have access and be able to use the pool this year are onsite residents and their household that have signed and returned their waivers which are included in this email, available under "Printable Docs" on our website <http://mulberrysquarecondos.com/> and will also be mailed to everyone.

This is a long document, but necessary to keep our Mulberry residents safe and in compliance with governmental requirements and to minimize the risk of illness and keep our residents safe. Please remember to stay safe, enter the pool from the street-side gate, and go directly to the clubhouse deck to sign in and use the Sanitizer Station. Please do not use the pool facilities if you are sick, displaying any symptoms and please remember to socially distance 6' apart from people that are not members of your household.

Sincerely,

Board of Directors - Mulberry Square

Paula Granowicz - Property Manager, Association Management
pgranowicz@amicondos.com

MULBERRY SQUARE APARTMENTS CONDOMINIUM ASSOCIATION

2021 RULES GOVERNING POOL USE DURING COVID-19 CRISIS

The Board of Directors of Mulberry Square Apartments Condominium Association (the "Association") adopts these rules on the 24th day of May 2021, effective immediately. Please note the final page "2021 Household Release and Hold Harmless Agreement" must be signed & on file with AMI/Board prior to use or entering the Community Facilities (without limitation, the pool, pool fenced enclosure, clubhouse, clubhouse deck).

BACKGROUND

- The Association is responsible for governance, maintenance, and administration of Mulberry Square Apartments (the "Condominium").
- The Association exists pursuant to the Michigan Condominium Act and the Michigan Nonprofit Corporation Act, as well as the Articles of Incorporation for the Association, the Master Deed, and the Condominium Bylaws.
- The Michigan Condominium Act and Article VI, Section 8 of the Condominium Bylaws authorize the Association's Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Condominium.
- The Association's Board of Directors desires to adopt rules governing use of the **Mulberry "Community Facilities"** (without limitation, the pool, pool fenced enclosure, clubhouse, clubhouse deck) during the COVID-19 crisis.
- The Association's Board of Directors adopts the following rules and regulations for the Condominium (the "Rules"), which are binding upon all Co-owners, their households, their tenants, occupants, successors and assigns, and which are in addition to and supersede any previously adopted rules on the same subject matter:

Rules for Community Facilities

(the pool, pool fenced enclosure, clubhouse, clubhouse deck)

1. Capacity. In compliance with any applicable State Executive Orders and any other State and County requirements, the maximum number of individuals that may be in the Community Facilities at any given time is 17 (or 1/2 of the normal capacity). Subject to the restrictions contained in these Rules, use of the Community Facilities is permitted on a first-come, first-serve basis, and is limited to the resident occupants of the Unit, whether they be onsite Co-owners, residents or tenants. Upon entry into the Community Facilities, residents must sign in with the Association's logbook and must also sign out upon exiting the Pool. The logbook will be kept on the clubhouse deck.
 - A. Pool Monitor. The Board shall appoint a Pool Monitor to monitor the Community Facilities and logbook to ensure compliance with these Rules. In instances where the use or capacity of the pool is not in compliance with these Rules, the Pool Monitor may close the Community Facilities or require those Residents in violation of these Rules to leave the area. The 2021 Pool Attendant is Betsy Looock or any other Board Member and shall immediately report any non-compliance to Management Company.
 - B. Duration. To provide equal opportunity to use and enjoy the Pool, if the Pool is at capacity, Residents shall be limited to use the Pool for a maximum of 2 hours.
2. Community Facilities Use. (without limitation, the pool, pool fenced enclosure, clubhouse, clubhouse deck)
 - A. Authorized Community Facility Users. Only onsite residents of Mulberry Square are authorized to use or enter the Community Facilities. A 2021 Season Household Release and Hold Harmless Agreement must be on file with the Association prior to pool use. There are no off-site guests allowed in Community Facilities during the 2021 pool season.
 - B. Adult Supervision Required. No Mulberry Resident under the age of 14 may be in the Community Facilities unless immediately accompanied by the Adult household member who whose signature is on the 2020 Season Household Release and Hold Harmless Agreement.

C. Prevention. To prevent the spread of COVID-19 and promote the continued use and enjoyment of the Community Facilities, the following prevention measures must be followed by any Resident who anticipates using the:

- i. Signs of Illness. Regardless of whether there is an official diagnosis, any Resident with exhibiting the following symptoms shall refrain from entry or use of the Community Facilities: **a fever over 100.4°; cough; shortness of breath; sore throat; new loss of smell or taste; and/or gastrointestinal problems including, but not limited to, nausea, diarrhea and vomiting.** Residents experiencing any of these symptoms, or who have been around anyone experiencing these symptoms, must refrain from using the Community Facilities for at least 14 days from when the symptoms subside or from the time of exposure to an individual experiencing these symptoms.
- ii. Notification. Residents are responsible to promptly notify the Association if they experience any of the symptoms identified in Paragraph 2(a)(i), above, within 14 days of their use of the Community Facilities. Any information provided to the Association will be kept private and confidential.
- iii. Safe Practices. It is recommended that Residents intending to use the Community Facilities adhere to the following:
 - a. Each resident using the Community Facilities shall be responsible for having sanitizing wipes immediately available and will be responsible for self-sanitizing any surfaces in the Community Facilities with which they may come into contact, before and after using. This includes, without limitation, any furniture, umbrella handles, door handles, stair and deck handrails, faucets, hoses.
 - b. Frequently wash hands with soap and water for at least 20 seconds or use hand sanitizer when soap and water are otherwise unavailable.
 - c. Avoid touching your face.
 - d. Sneeze or cough into a tissue or the upper sleeve/arm area.
 - e. Avoid sharing food, drinks, equipment (e.g. goggles, flotation devices, toys) or towels with Residents that are not from the same household.
 - f. Refrain from making physical contact with others, such as shaking hands.

D. Release; Assumption of Responsibility. Adult Co-owners, tenants and their households desiring to use the Community Facilities shall execute and return to AMI/Pool Attendant an Association-provided “2020 Household Release and Hold Harmless Agreement” prior to the adult unit-household’s use of the Community Facilities. Although the Association is undertaking reasonable efforts to mitigate danger at the Community Facilities, there are known and potential dangers of utilizing the Community Facilities and that use of the Community Facilities may result in exposure to COVID-19, which could result in contact tracing, quarantine requirements, serious illness, disability or death. All users of the Community Facilities assume full responsibility for, and risk of illness, bodily injury or death to themselves and those under their control and supervision from any exposure to COVID-19 while utilizing the Community Facilities.

E. Social Distancing. Authorized users of the Community Facilities must maintain at least a six (6) feet distance between people that are not from the same household. If indoors, if at least six (6) feet cannot be maintained between people from different households, to the extent possible, individuals must wear masks. If loungers and chairs are to be provided by the Association, they will be placed in accordance with these Rules and Residents are to refrain from moving these items.

F. Sanitization.

1. Association will require pool contractor to sanitize commonly utilized surfaces daily. A spray bottle of disinfectant will be available each day on the clubhouse deck.
2. Adult residents are responsible for their household members to disinfect any shared surfaces or equipment in and around the Community Facilities before after use, including but not limited to, any furniture, umbrella handles, door handles, stair and deck handrails, faucets, hoses, and bathroom

fixtures. Residents must promptly notify the Pool Attendant or AMI if disinfectant materials are missing or empty.

3. Notification. Residents have the responsibility to report to the Association any violations of these Rules, including, but not limited to instances it is observed that capacity exceeds the number specified in Paragraph 1, above.
4. Removal, Suspension & Termination. The Association may remove any Resident from the Community Facilities for violations of these Rules. The Association may need to suspend all Residents' use of the Community Facilities from time to time to clean, sanitize, or address other concerns with the pool area or clubhouse. Should residents fail to adhere to these Rules, the Board may terminate usage of the Community Facilities for the remainder of the season.
5. Applicability. These Rules shall be construed in conjunction with, and not in contravention of, the various provisions of the Condominium Documents or Pool Use Guidelines. The Association may enact further restrictions and guidelines pursuant regulations from the State or County. Included with this policy is the 2020 Pool Use Guidelines (which includes the code for the clubhouse door and and WiFi password) and the 2020 Household Release and Hold Harmless Agreement.

Respectfully submitted,

Board of Directors

Mulberry Square Apartments Condominium Association

Attached: 2021 Pool Use Guidelines

2021 Household Release & Hold Harmless Agreement

2021 Pool Use Guidelines

- **There is no lifeguard on duty - swim at your own risk.** Pool capacity is **17**, available on a first-come/first served basis with a limit of 2 hours per person if residents are waiting. Follow all posted rules and directions of Pool Monitor, Board or AMI.
- **Because of Covid 19, please read and comply with the posted rules, also available on website and distributed to all residents with household waiver/hold harmless agreement.**
- **Household Unit Wavier submitted to AMI/Board required before entering “Community Facilities.”** (Pool, fenced pool area, clubhouse, etc. No outside guests for this season. On-site unit owners, tenants and households ONLY (no off-site owners/outside guests allowed at pool area.) **Social distancing must be practiced at all times** in the Community Facilities.
- All residents at pool must possess sanitizing wipes (sanitizing spray available on clubhouse deck) and responsible for cleaning surfaces both before and after use.
- Emergency Phone (on Clubhouse Deck) is for emergency purposes only - **DIAL “911”.** (*No incoming calls or non-emergency calls.*) Pool is open from sunrise to sunset. (**Memorial Day weekend to mid-September**)
- **Please report any serious incidents, injuries, etc., without delay to our management company AMI (800) 821-8800 and/or Pool Monitor (248) 882- 2375.** Report pool equipment malfunction to **Pristine Pools at 248.456.0756.**
- **Clubhouse Red Door Code: 2, 1, 4** for restrooms/showers. **No entry to pool from clubhouse deck. Pool wireless network: Clubhouse Passcode: 2377mulb**
- **Courtyard gate is for EXIT ONLY.** Please enter the pool area only from the main street-side gate. Shower facilities are in basement of Clubhouse & foot shower is inside main pool gate.
- **No glass of any kind permitted in the pool area** (plastic ONLY for beverages, please.) **Tidy up after yourself: close umbrellas.** Sanitize any surfaces before and after use by household.
- Pool depth is 3 ft to 5 ft only - **NO diving** at any time.
- For 2020 season, Mulberry Residents only—not off-site owners or guests. Children under 4 yrs. **MUST** have appropriate diapers. You will be charged back for soiling the pool.
- **Key required for entrance & exit from pool area.** Securely close gates after each use. (*If you need a key, contact a board member. Replacement key \$5.*)
- **Return all chairs to tables, CLOSE umbrellas & clean tables** before leaving the pool area. Umbrellas remain with tables – do NOT relocate.
- **Noise carries – please be considerate of your neighbors** and strictly preserve everyone’s right to the “quiet, peaceable enjoyment” of Mulberry.
- **Please respond to any notices posted on pool gates.** Pool area may be closed without notice due to cleaning, repairs or maintenance.

Please note the pool may NOT be used as part of clubhouse rental event – NO EXCEPTIONS.

**MULBERRY SQUARE APARTMENTS CONDOMINIUM ASSOCIATION
2021 HOUSEHOLD SEASON RELEASE AND HOLD HARMLESS AGREEMENT**

On-site residents of Mulberry Square Condos wishing to enter the Mulberry "Community Facilities" (without limitation, the pool, pool fenced enclosure, clubhouse, clubhouse deck) must have a copy of this signed Release on file with AMI/Board prior to any use whatsoever during the 2021 swim season. Only on-site residents are eligible to use the pool. No guests, off-site owners, relatives are eligible to use the condo pool to minimize potential illness exposure.

1. I acknowledge and agree that I am personally responsible for my health and the health of those under my control and supervision, and for my actions or who are otherwise under my control and supervision, while using the Community Facilities.
2. I acknowledge that novel coronavirus (COVID-19) infections have been confirmed throughout Michigan, including Oakland County. I agree, represent and warrant that neither I nor anyone living in my household, or who is otherwise under my control and supervision, shall utilize if I/we experience symptoms of COVID-19, including without limitation fever, cough or shortness of breath, or if any such person has a suspected or confirmed case of COVID-19.
3. I acknowledge, agree and understand that, although the "Association" (Mulberry Square Apartments Condominium Association, a Michigan nonprofit corporation), has taken reasonable efforts to mitigate danger at the Community Facilities, there are known and potential dangers of utilizing the Community Facilities and that my use or the use by those under my control and supervision of the Community Facilities may result in exposure to COVID-19, which could result in contact tracing, quarantine requirements, serious illness, disability or death.
4. I assume full responsibility for risk of illness, bodily injury, or death to myself and those under my control and supervision from any exposure to COVID-19 while utilizing Community Facilities.
5. I covenant not to sue and agree to fully indemnify, hold harmless and forever release, acquit, and discharge the Association along with its contractors, management company, agents, directors, officers, members, attorneys, insurers, successors and assigns from any and all liability, claims, controversies, demands, actions or causes of action, claims for damages (consequential, compensatory or incidental), costs, expenses, compensation, actual attorneys' fees, claims for reimbursement, or other obligations and rights whatsoever, including claims for bodily injury, death, property damage, and all claims by residents, arising from or pertaining to COVID-19 and my use of the Community Facilities or the use by those under my control and supervision.
6. I HAVE ENTERED INTO THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS, HAVING CONSULTED WITH, OR HAD AMPLE OPPORTUNITY TO CONSULT WITH, ATTORNEYS OF MY CHOICE, AND WITH MY FULL AUTHORITY AND CAPACITY, AND THAT THIS RELEASE IS BINDING UPON ME AND MY RESPECTIVE PREDECESSORS, SUCCESSORS, ASSIGNS, HEIRS AND REPRESENTATIVES. I AM AWARE THAT BY SIGNING THIS RELEASE I MAY BE WAIVING CERTAIN LEGAL RIGHTS.
7. I/we agree to comply with all published and/or posted rules, signs, or directions.

This Release shall be construed in accordance with the laws of the State of Michigan. This Release and Hold Harmless Agreement is for use of Mulberry "Community Facilities" and is executed by:

Print name(s) of all on-site Co-owner(s)/Resident(s)/Minor Child Name(s) or Renter with current lease on file in Unit

Signature

Signature

Date

Address: _____

Insert Unit Address

_____, Unit Number _____

Insert Unit Number

(the "Unit") Phone # _____

Insert Phone Number