

# Horizon Heights Condominiums Clubhouse/Pool Rules 2024

## KEYCARD ACCESS

- 1) **BOTH THE CLUBHOUSE AND THE POOL REQUIRE KEYCARD ACCESS.**
- 2) To receive a keycard, the Clubhouse/Pool Rules must be reviewed, understood and the Contract signed by both the property owner and the resident/lessee. It must then be submitted to the property manager of the Condominium Association.
  - a) The keycard must be reactivated when there is a change in ownership, resident, lessee or as deemed necessary by the Condominium Association Board. This will be done by signing and submitting a new Clubhouse/Pool Rules Contract to the property manager of the Condominium Association.
  - b) The current Clubhouse/Pool Rules and Contract can be found on the website: <https://horizonheightscoa.org> under Governing Documents. Your property manager can also supply copies.
- 3) Only one electronic keycard per household will be issued. Replacement of an electronic keycard will cost \$25.00 per occurrence. If you find your lost keycard and return the keycard, the \$25.00 will be refunded.
- 4) When a property owner is behind in assessments, fines or fees by over one (1) month, the access keycard will be deactivated until all arrears are paid in full.
- 5) If a property owner rents/leases their home, the property owner must have the tenant review the rules and sign the contract to be issued a pool keycard. The keycard is not to be handed from property owner to tenant, or from tenant to tenant without the review and signature process as stated in (2) above.

## CLUBHOUSE

### A. CLUBHOUSE RESERVATION HOURS/PROCEDURE:

- 1) **No commercial use of the Clubhouse is permitted.**
- 2) **As of April 1, 2023, there is a \$25.00 reservation (administrative) fee for the use of the Clubhouse.**
- 3) The Clubhouse is available for reservation from 8:00am to 10:00pm, Monday - Sunday. You can reserve for a maximum of ten (10) hours, which includes your setup and cleanup time.
  - a) You must be out of the Clubhouse by 10:00pm. This includes the time necessary to clean. **NO EXCEPTIONS.**
  - b) Reservations must be made at least 48 hours before needed and if necessary, cancellations must happen 48 hours before the event. Failure to notify the property manager of cancellation will result in a loss of the \$25.00 reservation fee. If circumstances dictate less than a 48-hour cancellation, the property manager will make the determination as to loss of the fee.
  - c) Each property owner, resident or lessee is limited to no more than one (1) weekend reservation per month. A weekend is considered Friday, Saturday or Sunday.
  - d) Reservations can be made by calling 801-265-9004 ex.4 during business hours or email [alex@desertedgepm.com](mailto:alex@desertedgepm.com).
  - e) The Reservation Calendar can be viewed on the website: <http://horizonheightscoa.org> under the Calendar tab.

## **B. CLUBHOUSE RULES:**

- 1) The Clubhouse is for the exclusive use of the residents of the Horizon Heights Condominiums and by an easement agreement, the residents of the Horizon Heights Single Family Homes. The Condominium Owners Association is the 100% owner of the Clubhouse and surrounding areas.
  - a) Property owners, residents and lessees are responsible for the supervision and conduct of their guests.
  - b) If there is any damage caused by the property owner, resident, lessee or guest, the property owner will be responsible for the damage.
- 2) **The Clubhouse cannot be reserved as a staging area for pool use. (No pool use with Clubhouse reservation).**
- 3) **The restrooms must be accessible for pool users at all times during the pool season. You cannot restrict anyone from the pool area using the restrooms.**
- 4) No cardholder, at any time, may allow anyone to use their keycard to the Clubhouse, or let anyone into the Clubhouse who is not with their party. This is a liability for the association.
- 5) The doors of the Clubhouse must be kept closed and locked after each passage. Do not prop open the door.
- 6) No one under the age of 18 is allowed in the main (non-restroom) Clubhouse area unless accompanied by an adult who is the property owner, resident or lessee with the reservation.
- 7) Pets are not allowed in the Clubhouse at any time. Exceptions are **DOCUMENTED** service animals kept on a leash. **DOCUMENTATION** must be available on demand. Emotional support, therapy or companion animals are not permitted.
- 8) All furniture must stay in its original room and be returned to its original position when finished.
- 9) Food and beverages are allowed with proper care.
- 10) **NO ALCOHOL, NO SMOKING, NO VAPING, NO DRUG USE, NO CONFETTI** anywhere within the Clubhouse or the surrounding common area.
- 11) After any reservation, the Clubhouse needs to be cleaned. Cleaning supplies are located in the lower sink cabinet. A cleaning checklist is on the counter with duties that must be performed after your reservation. If not thoroughly cleaned, cleaning costs will be assessed to the property owner of the reserving unit.
- 12) All lights will be turned off when leaving.
- 13) The association is not responsible for lost or stolen items.
- 14) Any broken equipment or other problems must be reported ASAP. Call 801-265-9004 ex.4 during normal business hours or email alex@desertedgepm.com.

## POOL

### A. POOL HOURS:

- 1) The pool officially opens the Friday before Memorial Day and closes Labor Day evening.
- 2) **Monday - Sunday 8:00am-9:00pm.**
  - a) The overhead lights will go out at 8:45pm, to allow you time to gather your items and leave at the designated closing time.

### B. POOL RULES:

- 1) This Pool is for the exclusive use of the residents of the Horizon Heights Condominiums and through an easement agreement the residents of the Horizon Heights Single Family Homes. The Condominium Owners Association is the 100% owner of the Pool and surrounding areas.
  - a) **Residents of the two communities may bring no more than three (3) guests. If overcrowding happens, the guests will be required to leave.** The Board of Directors of the Condominium Association may adopt a Guest Limit change (number of guests or the times they are permitted) at any future date.
  - b) Property owners, residents or lessees are responsible for the supervision and conduct of their guests.
  - c) If there is any damage caused by the property owner, resident, lessee or guest, the property owner will be responsible for the damage.
- 2) If at any time the cover is in place, do not attempt to enter the pool. Do not walk on the cover.
- 3) **The pool cannot be reserved for private parties.**
- 4) **The Clubhouse cannot be reserved as a staging area for pool use. (No pool use with Clubhouse reservation).**
- 5) Swimming lessons are not allowed at any time
- 6) Pets are not allowed into the pool area at any time. Exceptions are **DOCUMENTED** service animals, but they are not allowed in the pool and must always be on leash. **DOCUMENTATION** must be available on demand. Emotional support, therapy or companion animals are not permitted.
- 7) **SCOOTERS, BICYCLES, SKATEBOARDS, KIDS CARS, OR SIMILAR ITEMS (MOTORIZED OR NOT)** are not permitted anywhere within the pool area. Strollers and small cargo carts are permitted if kept out of foot traffic areas.
- 8) A person with bandages, blisters, cuts, rashes, stitches, and/or communicable diseases is prohibited from using the pool.
- 9) No person may enter the pool area in an intoxicated condition and **NO ALCOHOLIC BEVERAGES ARE ALLOWED IN THE POOL AREA. SMOKING/VAPING ARE ALSO NOT ALLOWED AT ANY TIME.**
- 10) **Any guest must be accompanied by at least one adult member of the keycard holding residence at all times.**
- 11) Only those with a valid working access keycard are allowed to enter the pool area. **DO NOT OPEN THE GATE FOR ANYONE WITH or WITHOUT A KEYCARD.**
- 12) The gate to the pool area must be kept closed and locked after each passage. **DO NOT PROP OPEN THE GATE.**
- 13) **DO NOT JUMP THE FENCE.** Anyone caught or videotaped jumping the fence may be prosecuted for trespassing, fined, have their access restricted/revoked, or any combination of the above.

- 14) **Bathroom access will be through the back door (poolside) of the clubhouse. This entrance is for bathroom use only. The main clubhouse area is not available for use unless you have a reservation. If a reservation is taking place, we ask that you be courteous when entering and exiting the restrooms.**
  - a) Always shower before entering the swimming pool and after bathroom use.
  - b) The Clubhouse showers are for rinsing off, not as your primary source of bathing.
  - c) **IF THE CLUBHOUSE BATHROOMS ARE NOT KEPT CLEAN AND DRY, THE POOL WILL BE CLOSED.**
- 15) **Any child under three years old, any child not toilet trained, and anyone who lacks control of defecation shall wear a water resistant swim diaper and waterproof swimwear.** Swim diapers and waterproof swimwear shall have waist and leg openings fitted such that they are in contact with the waist and leg around the entire circumference.
  - a) **Diaper changing must be done in the bathrooms, not anywhere within the pool area.**
- 16) **As required by the Utah Public Health Department, swimmers under fourteen (14) years of age, must be accompanied by an adult (18+ years) at all times. 14-17 years of age must be in pairs or more if unaccompanied by an adult (18+ years).** Violators of the above may be asked to leave by any property owner, resident, lessee or any member of the Condominium Association Board. Additional penalties can be applied including fines, restrictions or keycard revocation.
- 17) **NO FOOD** is allowed anywhere within fifteen (15) feet of the pool or in the pool. **NO EXCEPTIONS.**
- 18) **NO OBJECTS** (furniture, toys, strollers, carts, etc.) are permitted within five (5) feet of the pool.
- 19) **NO GLASS CONTAINERS** are permitted anywhere within the pool area. Aluminum cans, plastic water bottles or similar are permitted as long as they are at least five (5) feet from the pool.
- 20) Swimwear must be worn in the pool. Shorts, jeans, cut-offs, etc. are not allowed in the swimming pool.
- 21) Offensive, disrespectful or unruly behavior, profanity, and abusive language are prohibited.
- 22) Use of air mattresses, inner tubes or large objects in the pool is not allowed.
- 23) For safety reasons, rough housing is not allowed. Examples – throwing someone in the pool, holding someone underwater, stacking people, throwing balls around young swimmers, putting furniture in pool.
- 24) No water cannons or high pressure/volume water guns are permitted.
- 25) No Cameras or Cell phones are allowed in the water.
- 26) No landscape stones or similar materials are to be put into the pool.
- 27) The Lifebuoy is for “Emergency Use Only”. Do not use it as a flotation toy.
- 28) Residents are responsible for removing all articles they bring to the pool (including towels, books, pool toys, plastic drinking containers, etc.) at the time they leave the pool. Residents are required to clean up after themselves, or anyone else they are responsible for. Items that are left are thrown away.

## **PARKING AREAS**

The eight (8) parking spots next to the Clubhouse (7 unrestricted plus one handicap) are only for Clubhouse, Kid Park and Pool usage from 8am – 10pm every day.

## ENFORCEMENT – FINE PROCEDURES

- A. **FINES:** Fines imposed for any violation will follow these general guidelines, unless specified differently in the items above. Fines will be imposed to both the property owner and the renter if and when applicable.
- 1) **Warning** – a verbal (by board or management) or written (by management) warning may be issued upon violation to these rules. No fine will be levied with this notice. **A WARNING MAY NOT BE GIVEN IN ALL CIRCUMSTANCES, AS PROPERTY OWNERS, RESIDENTS AND LESSEES ARE REQUIRED TO BE AWARE OF ALL RULES AND RESTRICTIONS.** A warning will not be given for any damages and/or repairs by a property owner, resident, lessee or their guest. The property owner will automatically be charged for the damage and the pool card may be turned off at this point (if the violation is related to the pool).
  - 2) **First Notice** – a verbal (optional) and written notice will be issued upon violation to these rules. The written notice will be sent by the management company advising the owner and/or resident of the violation. A \$25 fine will be levied with this notice and the pool card may be turned off at this point (if related to the pool).
  - 3) **Second and Final Notice** – a written notice will be issued upon violation to these rules. The written notice will be sent by the management company advising the owner and/or resident of the violation. A \$50 fine will be levied with this notice and the pool key will be turned off for the remainder of the year.
  - 4) If the violation of these rules continues, a fine of \$100 will be levied for each violation up to \$500 per month. No more than \$500 can be levied per month. Notification will be sent for these fines through a statement when the fine is given. The management company will be responsible for documenting Warnings and Notices given to each member.
- B. **COLLECTION OF FINES:** Pursuant to the CC&Rs the Board reserves the right to collect any unpaid fines as an unpaid assessment, including the filing and foreclosing of a lien, and to seek all costs, expenses and attorney fees from the offending Owner(s)/Resident(s);
- C. **EXCEPTIONS:** Exceptions may be made to the rules and/or fines for violations; however, all requests must be submitted in writing to the Board who will decide on any specific exception and/or removal of fines. Exceptions will be reviewed at the next scheduled Board Meeting.
- D. **APPEALS PROCESS:** Property owners, residents or lessees may appeal any complaint, violation or fine by submitting in writing (written or electronic) a request for a hearing on the matter to the Board of Directors within 30 business days of the receipt of notice of the complaint, violation or fine.

## NOTICE REQUIREMENTS

- A. Posting to the Association website, email or any electronic form of communication satisfy any notice requirements set forth in the governing documents. The Board may also see fit to send written notice when desired.

## REPORTING VIOLATIONS/GENERAL QUESTIONS

- A. Your primary contact for reporting violations or general questions is:  
Desert Edge Property Management  
[alex@desertedgepm.com](mailto:alex@desertedgepm.com)  
801-265-9004 ex. 4
- B. Secondary:  
[horizonheightscoa@gmail.com](mailto:horizonheightscoa@gmail.com)  
Association Member (IF On Duty)  
(385)-379-0685

# Horizon Heights Condominiums Clubhouse/Pool Rules Contract (2024)

Please write down the names of those in the Unit/Residence

_____	_____	_____
_____	_____	_____
_____	_____	_____

I/we have read the rules of the Clubhouse/Pool and I/we agree to abide by the same. I/we understand that if any of the above rules are violated, it may result in a warning, fines or legal prosecution. I/we also understand that any vandalism done by me, my family or my guests will be my responsibility and I/we could be legally prosecuted.

If I/we lose or misplace the assigned card, I/we will contact the management company immediately to have the card deactivated. I/we understand that I/we will have to pay \$25.00 for a replacement keycard.

**If the home is being rented, both the property owner and the renter (lessee) will need to sign this document.**

I/we understand that as an owner, I will need to sign a new contract every year or when there is a tenant change to reactivate my keycard.

Property Owner Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Building Letter and Unit #: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner Signature:  
\_\_\_\_\_

I/we understand that as a tenant/renter/lessee, I will need to sign this contract every year to reactivate my keycard

Tenants Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Tenant Signature:  
\_\_\_\_\_

SEND TO: alex@desertedgepm.com, or horizonheightscoa@gmail.com

OR, DROP OFF AT THE WHITE MAILBOX NEXT TO THE FRONT DOOR OF THE CLUBHOUSE.

**The signed contract acts as any Warning Requirement in the Fine Procedure.**