

HORIZON HEIGHTS CONDOMINIUMS
OWNER'S ASSOCIATION
Parking and Towing Policy

WHEREAS, pursuant to Article VIII of the Bylaws of the Horizon Heights Condominiums ("Bylaws") assigns the Board of Directors ("Board") all powers and duties necessary for the administration of the affairs of the Horizon Heights Condominiums ("Association") and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, the Bylaws provides that the directors shall exercise their powers and duties in good faith and in the best interest of the Association and its members.

WHEREAS, the Board of Directors wishes to establish these Parking and Towing Guidelines for Horizon Heights Condominiums and they apply to all owners, residents, tenants, guests and all invitees within the community.

WHEREAS, the Board of Directors shall have the authority to remove any vehicle within the community parked in violation of these rules and regulations in accordance with the Horizon Heights Condominiums Covenants, Codes & Restrictions Section 9.6 Parking. Owners and residents are responsible for the actions of their tenants, guests and invitees. Any vehicle in violation of these community rules shall be subject to towing and/or booting at the owner's expense.

NOW, THEREFORE, IT IS RESOLVED that the Board of Directors adopt the following policy:

Parking and Towing Policy

- 1) Pursuant to Section 9.6 of the Covenants, Conditions and Restrictions, the only guaranteed parking areas for each unit are the driveway and garage of that unit. Therefore, residents must maintain their garages and driveways in such condition that vehicles can be parked in/on them. Residents shall keep their vehicle(s) free of oil, grease or other fluid leaks. All stains or residues caused by such vehicle(s) shall be thoroughly cleaned and safely removed. Residents will be held responsible for any charges incurred by the Horizon Heights Condominium Owners Association (hereafter referred to as HHCOA) to clean up any stains or residue from the actions prohibited above.
- 2) Because of the limited number of common area parking spaces available (60) and the number of units available within the "complex"¹ (110):
 - A) **A parking permit is required for any resident or guest that parks in the complex's¹ common area from 12am - 6am.**

Units and parking on Tortola Dr. are not subject to the permit requirement but must conform to all the other requirements of this policy. Tortola Dr. is owned and controlled by the Single Family Home Owners Association.

- B) The procedure for acquiring and using parking permit tags is attached as Addendum One.
- 3) In addition to this policy, owners, residents, tenants, guests, and invitees, must conform to all Federal, Utah State, Salt Lake County, and Herriman City laws, codes, ordinances and regulations, in order to park within the “complex”¹.
- 4) No trailers, recreational vehicles (RVs), boats, campers, commercial vehicles (branded or not, as determined by the Board of Directors through Resolution 7), or oversized vehicles (over Class 3, 14,000 lb., normally one ton rated) are permitted anywhere within the complex at any time. Vehicles will be towed immediately, at the vehicle owner’s expense.

EXCEPTIONS: Commercial vehicles performing work on individual units or the complex and clearly marked as such are permitted in the common area parking spaces during normal work hours.

- 5) Street parking is not permitted on W Samana Lane, S Andros Lane, S Dominica Lane and Aruba Drive. Vehicles are subject to immediate towing, without notice, at the vehicle owner’s expense.

EXCEPTIONS: Carpet cleaning services, fire/water damage mitigation vehicles, cable/internet providers and move in/out vehicles may temporarily park in front of the breezeways, but must be prepared to move at any time (see number 5 below).

- 6) Blocking of common area parking spaces, driveways or a resident’s access to their garage is prohibited. Vehicles are subject to immediate towing, without notice, at the vehicle owner’s expense.
- 7) Unauthorized parking in a Reserved Parking Area or Handicap Parking Area will result in immediate towing, without notice, at the vehicle owner’s expense. The Handicap Parking Area next to the Clubhouse is for the Clubhouse/Pool use only. The Reserved Parking next to the Clubhouse can be used for overnight parking with a Parking Permit after 10 p.m., but must be vacated by 8:00 a.m. the following morning.
- 8) Any vehicle parked in the complex’s common area or driveways must have a current state registration decal displayed. If a vehicle decal is three months expired, a violation warning can be issued and/or fines can be levied as determined by the HHCOA Board of Directors.
- 9) No damaged or inoperable vehicles, which includes but is not limited to body damage, non-functional engine or transmission, missing tire, flat tire, etc. are permitted in the complex. This includes driveways and the common area parking spaces. This is a finable and/or towable offense as determined by the HHCOA Board of Directors.

⁽¹⁾ Complex: the 11 buildings (110 units) surrounded on three sides by Birkin Wood Ln, Fort Herriman Pkwy and W Herriman Rose Blvd.

- 10) No general vehicle repair or maintenance is permitted in driveways or the common area parking spaces. Emergency repairs in driveways or common area spaces require notifying and receiving approval from the property manager.
- 11) It is the responsibility of the unit owner who rents their property to ensure that the residents of the rented property are aware of and understand that a parking permit is required for common area parking and are aware of all the other rules and regulations contained in the Parking Policy. If the owner fails to notify the renters prior to move in, the owner will be responsible for any towing expenses the renter incurs.
- 12) **From November 1 until April 1, Herriman City has developed a plan, which will allow parking on the east side of Fort Herriman Pkwy. (next to the complex), the north side of Herriman Rose Blvd. (next to the complex) and the north side of Birkin Wood (opposite side of the street from the complex), during snowstorms.**

This Herriman City Ordinance can change at anytime so it is recommended to check the code **§6-5-5: Parking Prohibited When** on a regular basis

<https://herriman.municipalcodeonline.com/book?type=ordinances#name=6-5-5: Parking Prohibited When>

- 13) This Policy supersedes all prior Parking and Towing Policies and becomes effective on January 01, 2024..

Duly adopted at a meeting of the Board of Directors held November 16, 2023.

ATTEST:

Neil B. Boyd

Date 11/17/2023

Neil Boyd-Board President

Nannette Redd

Date 12/6/2023

Nannette Redd-Secretary

ADDENDUM ONE

- 1) The Parking Permit (hereafter referred to as Permit) being used is a tag that can be hung from the interior rear view mirror or taped to the windshield. The lettering must be visible from the front of the vehicle. Laying it on the dash is unacceptable and can result in the vehicle being towed.
- 2) The Permit tag will have an assigned sequence number along with an identification number.
- 3) Permits are issued to a particular unit, not an owner or renter/non-owner occupant.
 - a) Only one Permit per unit is allowed.
- 4) Only the owner of the unit can purchase a Permit.
 - a) The first Permit tag per unit will cost twenty-five dollars (\$25.00).
 - b) After the first tag all replacement Permit tags will cost one hundred dollars (\$100.00).
 - c) The purchase price of the Permit tag will be refunded to the unit owner when the Permit tag is returned to the Association.
 - d) If the unit is a rental/non-owner occupied, it is recommended that the renter/non-owner occupant be billed for the Permit by the owner. This should expedite the Permit being returned to the owner at the end of the rental/occupancy period. The Permit cost can then be refunded to the renter/non-owner occupant by the unit owner. Moreover, the unit owner does not have to purchase an additional Permit.
 - e) All prior (lost, stolen, missing, etc.) Permit tags will be voided and removed from the database. Any subsequent use of the "voided" Permit tag will result in immediate towing at the vehicle owner's expense.
- 6) Damaged Permit tags, if turned in to the Association, will be replaced for a five dollar (\$5.00) fee.
- 7) Monies will be handled through Desert Edge Property Management.
 - a) Contact Alex at 801-265-9004 ex.4 and leave a message to have it added to your account, OR
 - b) Email: alex@desertedgepm.com, OR
 - c) Mail check to: Desert Edge Property Management
9135 S. Monroe Plaza Way #A
Sandy, UT 84070

Horizon Heights Condominiums Parking Policy Contract (Dated 01/01/2024)

I/we have read the Parking Policy and I/we agree to abide by the same. I/we understand that if any of the above policies/rules are violated, it may result in a warning, fines, revocation of the Parking Permit, towing or legal prosecution.

If I/we lose or misplace the assigned Parking Permit, I/we will contact the management company immediately to have the permit deactivated. I/we understand that I/we will have to pay \$100.00 for a replacement permit.

I/we understand that only one Parking Permit is issued per unit. I/we understand that only the unit owner will be billed for the permit. If the unit is a rental/non-owner occupant property, it is recommended that the owner charge their renter/non-owner occupant for the permit. This should expedite the Permit being returned to the owner at the end of the rental/occupancy period. The Permit cost can then be refunded to the renter/non-owner occupant by the unit owner. Moreover, the unit owner does not have to purchase an additional Permit.

- 1) There will be a limited number of new permits issued per unit based on renter/non-owner occupant turnover.
- 2) This permit does not guarantee a parking space, only that you will not be towed between the hours of 12am - 6am.
- 3) No branded or unbranded commercial vehicles can have a permit used on them. The definition of a commercial vehicle is available in Resolution 7 of the Board of Directors.
- 4) Permits will be hand delivered to the unit within 2-3 days of approval.

Property Owner Name: _____ Phone #: _____

Address: _____

Building Letter & Unit #: _____

Property Owner Signature: _____

[This unit is is not a rental] [This unit is is not owner occupied]

Tenant/Non-Owner Name: _____

Tenant/Non-Owner Signature: _____

SEND TO: alex@desertedgepm.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.