

Providence Gateway Master Association

Common Area Facilities Rules

POOL

1. ACCESS:

- a. To receive access, the Common Area Rules need to be reviewed, understood and signed.
- b. When a homeowner is behind in assessments/fines/fees by over 1 month, the access will be turned off until assessments are paid in full.
- c. The access device is required for use of pool/clubhouse facilities. Any family and/or friends that are visiting residents must be **accompanied by at least one member of the household at all times**.
- d. Only those with working access shall enter the pool area. DO NOT OPEN THE GATE FOR ANYONE WITH or WITHOUT AN ACCESS DEVICE.
- e. The gate to the pool area MUST be kept closed and locked after each passage. DO NOT prop open the gate.
- f. **Please do not jump the fence.** Anyone caught jumping the fence may be prosecuted for trespassing and/or fined.
- g. Only one electronic access device per household will be issued. Replacement of an access device will cost \$30.00 per occurrence. If you find your lost device and return it, the \$30.00 will be returned.
- h. If a homeowner rents/leases their home out, the property owner needs to have the tenant meet with Association Management to review the rules and sign a contract to be issued access. The access device is not to be handed from property owner to tenant, or from tenant to tenant without the proper orientation.

2. POOL HOURS:

- a. 10:00am to dusk for recreational swimming.
- b. Pool availability will periodically be affected by the professional servicing, cleaning, and chemical balance required for a clear and healthy pool. We apologize in advance for any inconvenience this may cause.
- c. **If at any time the pool cover(s) or pool area is closed, do not enter the pool or pool area per County Health Department regulations. Violators may be prosecuted for trespassing.**

3. POOL RULES:

- a. **Residents are to report any pool incidents (bodily fluids, fecal, damage, etc.) IMMEDIATELY to management for proper treatment. Call: 435-774-2005 or service@northhoa.com – North HOA Management**
- b. **NO LIFEGUARDS ON DUTY.** Swim at your own risk.
- c. This pool is for the exclusive use of any resident of the Providence Gateway Master Association and their occasional guests only. Please be courteous in the number of guests brought to the pool at a time. Residents are responsible for the supervision and conduct of their guests. If pool capacity becomes an issue, guest restrictions may be enforced at peak times. The Board may adopt a Guest Limit at any future date.
- d. All incontinent persons (i.e. any child under three years old, any child not toilet trained and anyone who lacks control of defecation pursuant to Utah Admin Code R392-302-30(8)(c)) must wear a swim diaper, plastic pants, and a swim suit – 3 layers of protection.
- e. No spitting, spouting water, blowing nose, urinating or defecating in the pool are prohibited. Any person who has open wounds, communicable diseases, or diarrhea may not enter the pool.
- f. Pets are NOT allowed into the pool area at any time. Exceptions are service animals but they are not allowed in the pool.
- g. Restroom access will be through the clubhouse as there are no exterior restroom entrances from the pool area. Please limit water on clubhouse floor by appropriately drying off prior to entering the clubhouse to use the restrooms. If a reservation is taking place, we ask you be courteous when entering and exiting the restrooms.
- h. **As determined by the Utah Public Health Department, swimmers under fourteen (14) years of age, must be accompanied by a responsible adult at all times.** If they are not, they can be sent home by other residents and/or fined.

- i. Always shower before entering the swimming pool.
- j. For safety reasons, running and 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, etc.
- k. Breath holding games and long underwater swims are not allowed.
- l. Both the pool and deck area must be vacated during electrical storms.
- m. Children under the age of five years are prohibited from using the spa.
- n. Swimsuits must be worn in the pool. Shorts, jeans, cut-offs, etc. are not allowed in the swimming pool.
- o. **NO food is allowed within 10 ft of the pool. Food is allowed, with proper care, more than 10 ft from the pool. No glass containers of any type.**
- p. *Glass containers* are not permitted in the pool area at any time. Plastic water bottles are allowed.
- q. **No person may enter the pool area in an intoxicated condition and NO alcoholic beverages are allowed in the pool area. Smoking/chewing tobacco/vaping or drug use is not allowed at any time in any common areas.**
- r. Residents are responsible for removing all articles they bring to the pool (ie towels, books, pool toys, plastic drinking containers, chairs, garbage, etc.) at the time they leave the pool. The Association does not maintain a lost and found and items left behind may be disposed of at the end of the day.
- s. The pool **cannot** be reserved for private parties. Pool parties are not allowed.
- t. Swimming lessons **strictly prohibited**.
- u. Please report any broken equipment or other problems ASAP: 435-774-2005 or service@northhoa.com – North HOA Management.

CLUBHOUSE:

1. ACCESS

- a. See above Pool Access Section

2. CLUBHOUSE HOURS:

- a. Fitness rooms are accessible from 5:00am - 10:00pm.
- b. Clubhouse reservation hours are 8:00am - 10:00pm.

3. CLUBHOUSE RULES:

- a. The Clubhouse is for the exclusive use of any resident of this HOA and their occasional guests only. **Residents are responsible for the supervision and conduct of their guests.**
- b. Residents should not allow anyone to use their access or grant others (not belonging to their party) entry into the clubhouse as it creates a liability for the Association.
- c. The door of the clubhouse **MUST** be kept closed and locked after each passage. Please **DO NOT** prop open the door.
- d. Shirts and shoes are required in the Clubhouse.
- e. No pets are allowed in the clubhouse, except for service animals.
- f. All furniture will stay in its original room and be returned to its original position when finished.
- g. Food and beverages are allowed with proper care. **ALCOHOL IS NOT PERMITTED.**
- h. No smoking/chewing/vaping or drug use is allowed in the clubhouse.
- i. The Association is not responsible for lost or stolen items.
- j. Please follow manufacturer requirements on equipment safety restrictions (i.e. keep children away, height and weight limits, etc.)
- k. Those who use the workout equipment are required to wipe down the equipment after each use.
- l. Please report any broken equipment or other problems ASAP: 435-774-2005 or service@northhoa.com – North HOA Management.

4. CLUBHOUSE RESERVATIONS:

- a. **The clubhouse rooms are available for use by reservation only! Please do not utilize reservation spaces without a confirmed reservation.**
- b. Clubhouse reservation hours are 8:00am – 10:00pm. Reservations cannot exceed a 6-hour time block.
- c. A clubhouse reservation fee will be charged to the reserving home's account for each reservation.
- d. **Reservation holders and their guests must use only the reserved space for the allotted time INCLUDING SET UP AND CLEAN UP.**

Reservation Fees – \$50.00 per reservation.

- e. Reservations can be made by logging into your owner portal at **NORTHHOA.COM**. Please check Association calendar for available time slots prior to submitting request.
- f. Each homeowner is limited to no more than 1 weekend reservation per month. Weekend is considered Friday, Saturday and Sunday.
- g. **Cancellations** – If a reservation cancellation becomes necessary, please contact Association Management as early as possible prior to the reservation. Reservation cancellations must be submitted to Association Management at least 48 hours prior to the reservation start time via email. Failure to follow cancellation procedures may result in the standard reservation fee charged to the owner's account.
- h. After any reservation, the clubhouse needs to be cleaned. Cleaning supplies are located in the clubhouse along with a cleaning checklist with duties that must be performed after your reservation. If not thoroughly cleaned, cleaning costs will be assessed to the owner of the reserving unit.

COMMON AREAS

- a. Plant material is community property and shall not be climbed on or vandalized.
- b. There is no smoking/chewing/vaping or drug use allowed in the common areas at any time.
- c. **Parking – Clubhouse parking stalls are for pool/clubhouse use only.**

Each Homeowner will be held financially responsible for repair or replacement of any damage to the pools, clubhouse or park complexes caused by any of their residents, family or guests. Violation of these rules may result in disciplinary action including loss of privileges and/or possible fines.

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 homeowner 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 homeowners are required to be aware of all rules and restrictions. A warning will not be given for any damages and/or repairs by a homeowner or their guest, they will automatically be charged for damage and the access device may be turned off at this point (if violation is related to the pool/clubhouse).
 - 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 **\$50** fine will be levied with this notice and the access device may be turned off at this point (if related to the pool/clubhouse).
 - 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 **\$100** fine will be levied with this notice and **access will be turned off for the remainder of the year.**
 - 4. Any continuing violations of the same type will follow the subsequent steps outlined in the adopted Fine Policy Resolution.
- B. **COLLECTION OF FINES:** Pursuant to the CC&R's 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:** Homeowner/Resident 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 Trustees within 30 business days of the receipt of notice of the complaint, violation or fine.

Notice Requirements

- A. Any Notice requirements set forth in the governing documents may be sent via email, posted to the community website or any electronic forms of communication. The Board may also see fit to send written notice when desired.

Providence Gateway Master Association

Common Area Facilities and Access Key Contract

I/we have read the rules of the Common Area Facilities 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, my guests or my tenants (if applicable) will be my responsibility and I/we could be legally prosecuted.

If I/we lose or misplace the assigned access device, I/we will contact the management company immediately to have it deactivated. I/we understand that I/we will have to pay **\$30** for a replacement device.

If the home is being rented, both the homeowner and the renter will need to sign this document.

Homeowner Name _____ Phone # _____
Address _____ *Key Fob # _____
Homeowner Signature _____ Email _____

IF YOUR PROPERTY IS A RENTAL, PLEASE COMPLETE THE SECTION BELOW

I/we understand that as a tenant/renter/leaser, I/we will abide by all Association regulations including those listed above.

Tenants Name _____ Phone # _____
Address _____
Tenant Signature _____ Email: _____

Additional household members:

**For management to complete upon key fob distribution*