



SKYE CANYON PARK RULES & REGULATIONS

June 6, 2016

Skye Canyon Park
10111 W. Skye Canyon Park Dr.
Las Vegas, NV 89166
www.skyecanyon.com

SKYE CENTER AND SKYE FITNESS

Skye Center and Skye Fitness are the social and physical hub of Skye Canyon and as such is challenged to meet or exceed the highest standards of excellence. Skye Fitness is a private facility for the use of Members only. All aspects of the facility's operations are designed to foster community involvement and meet the needs of the Association Members using it.

All persons using Skye Fitness and Skye Center do so at their own risk and agree to abide by the Rules and Regulations for use of the facilities. Skye Canyon Community Association, Skye Canyon Park Owner, Management staff, and their collective authorized designees assume no responsibility for any accidents or injuries incurred in connection with the use of any of the facilities or for any loss or damage to personal property. Individuals using the Skye Fitness and Skye Center are responsible for the actions of their guests.

RULES AND REGULATIONS

SKYE FITNESS

I. ELIGIBILITY FOR USE

- a. **MEMBERS:** Association Members and dependent children are eligible to utilize the Skye Fitness. Association Members may authorize certain individuals to utilize the Skye Fitness on a temporary or long-term basis in accordance with a valid rental agreement for the property affiliated with the Member. Association Members, Eligible Dependents, and Tenants shall be defined as a Resident while using Skye Fitness. In all instances, the applicable unit's owner shall be responsible and liable for the actions, inactions, behaviors, and results of use by the foregoing individuals.
- b. **ELIGIBLE DEPENDENTS:** Dependents under the age of 24 residing in the residence will be permitted to use the facility. Rights to use the facility as a dependent shall expire on the 24th birthday of said dependent. Children under the age of 14 may not use Skye Fitness unless participating in a staff supervised Junior program or class. Dependents between the ages of 14-16 must be accompanied by an adult. Association Members are required to complete a Dependent Child Registration form before eligible dependents of Association members may use Skye Fitness.
- c. **TENANTS:** Association Members may assign their right to use Skye Fitness to a Tenant(s) and their dependent children. The Association Member must complete a Rental Authorization and Assignment form. Notwithstanding the foregoing, the Association Member shall remain responsible and liable for the action of any assigned Tenant(s) and their dependent children. During the period of assignment, the Association Member shall not have the right to use Skye Fitness.
- d. **GUESTS:** Association Members must accompany guests or invitees at all times while using Skye Fitness. Adult authorization is required for all minor guests. Members shall be required to redeem one guest pass for each guest for each day of use. Guest passes shall be issued on an annual basis at the discretion of the Board of Directors. See Guest Policy for more information.
- e. **PRIVATE EVENTS AND RESERVED PARTIES:** Association Members may accompany guests at Skye Fitness without the use of a guest pass during the duration of a private event or

reserved party. Rules regarding approval of a private event or reserved party may be obtained at Skye Fitness, and final approval shall be given at the sole discretion of the Board of Directors or Management.

II. HOURS OF OPERATION

Residents may only utilize Skye Fitness during its hours of operation. Hours may vary based on season, holidays, and demand. Skye Fitness hours will be posted on the website at www.skyecanyon.com. Any person found accessing the facility outside the hours of operation shall be subject to sanctions as outlined in the Violations provision below, and may further be charged with trespassing.

III. ACCESS

- a. Residents are required to have a fully executed Waiver of Release form on file with the Association prior to any use.
- b. Residents will be issued a user number, provided an access card, and asked to provide fingerprint identification. Upon entrance to Skye Fitness, the Resident may be asked to provide one of the foregoing. Refusal to provide identification may result in access being denied.
- c. Residents accompanying a guest will be asked to redeem one guest pass for each guest, per day. Maximum 2 guest passes per day.
- d. Guest passes will be issued on an annual basis or provided on a pro-rata basis at the time of sale. The number of guest passes provided shall be at the sole discretion of the Board of Directors and Management.

IV. FITNESS CLASSES AND ACTIVITIES

- a. A monthly schedule of classes and events is published in an on-line newsletter and is posted at Skye Fitness.
- b. Group classes are offered at Skye Fitness for the benefit of Residents and their Guests. Some classes may be fee-based and would require payment prior to participation. In that event, payment can be made by credit card at the Skye Fitness reception desk. Guest attendance will require both a class fee and the redemption of a guest pass.
- c. Fitness Class and Activity cancellations or rescheduling require 24-hour advanced notice to avoid a full charge for the training or class. A request for a refund must be submitted in writing to Management.

V. FITNESS EQUIPMENT & TRAINING

- a. Residents wishing to utilize Skye Fitness' commercial gym equipment for the first time, are encouraged to make an appointment with a staff member to learn the proper and safe use of all equipment.
- b. Residents wishing to utilize personal training services can only use the services of an on-staff personal trainer.
- c. All group exercise participants must register for class prior to participation. Availability is on a first come, first serve basis. Class size is at the sole discretion of management and may be limited to ensure the safety of all participants. Group registration is not allowed, and each participant may only sign-up for a single spot.

- d. Individuals using fitness equipment must wipe off all handles, seats, and other apparatus features after each use. Cleaning supplies are provided.
- e. The time limit on each piece of fitness equipment is thirty (30) minutes.
- f. All dumbbells, weights, and other equipment must be returned to the appropriate rack or area when finished.

VI. LOCKER ROOM

- a. Locker room facilities, including showers and restrooms, are provided based on biological gender.
- b. Lockers are provided for daily use. Individuals utilizing the facility must provide their own lock, and any locks left after use may be subject to removal. Skye Fitness and affiliates shall not be responsible for damage. Lockers will be checked each night and remaining items will be turned into lost and found. All unclaimed lost and found items will be donated to local charities after a period of one (1) month.
- c. Shower facilities are on a first come, first serve basis. Individuals are asked to limit use to 5 minutes. Shower products are not provided. For sanitary reasons, any product left after use will be discarded.
- d. Towel service is not provided. For sanitary reasons, any towels left after use will be discarded.

VII. POOL

- a. The Skye Fitness pool shall be available for use on a seasonal basis. Dates and hours of operation are at the sole discretion of the Board of Directors and Management.
- b. Children under the age of 16 must be accompanied by an adult.
- c. Individuals wishing to utilize the pool must enter the area through Skye Fitness or the Residents-only playground. The exterior pool gates on the north and east sides of the pool are exit only.
- d. All swimmers must wear proper swim attire. Thongs, cut-offs, jeans, and Bermuda shorts are not permitted. Individuals wearing inappropriate attire will be asked to leave. Appropriateness of attire shall be at the sole discretion of Management.
- e. Eating is only allowed in designated areas. Eating or drinking is not permitted within four feet of the pool.
- f. Glass bottles and containers are not permitted.
- g. Alcohol is prohibited in the pool area.
- h. Diving, horseplay, flips, or other acrobatic activities are not permitted at any time.
- i. Children must be three years of age and toilet trained to use the pool.
- j. All trash shall be disposed of in appropriate bins provided.
- k. Individuals wishing to utilize the pool must supply their own towels, sunscreen, and other sundries.
- l. Flotation devices are permitted for non-swimming children up to five years of age. Small toys such as balls, rings, etc. may be permitted. Management reserves the right to discontinue permissions for toys and floatation devices based on occupancy and potential for disruption to other pool-goers.

- m. All individuals utilizing the pool must be capable swimmers. Notwithstanding the foregoing, adults may supervise non-swimming children so long as the ratio is one-to-one. Individuals swim at their own risk.

VIII. PLAYGROUND AND SPLASH PAD

- a. The splash pad and tot lot located within the gated area directly to the west of Skye Fitness shall be defined as the Fitness Play Area.
- b. The Association reserves the right, at its sole discretion, to establish appropriate seasonal hours of operation for the splash pad.
- c. The Fitness Play Area is reserved for Association Members and their Guests only, and may only be used during Skye Fitness operating hours.
- d. The use of the equipment within the Fitness Play Area is at your own risk.
- e. Equipment is intended for children ages 3 – 12 years.
- f. Children must be accompanied and continually supervised by an adult. Neither the Association nor any other entity affiliated herewith provides supervision for children.
- g. Equipment must be utilized for its intended purpose, and aggressive behavior including, but not limited to horseplay, wrestling, and/or rough play is not permitted.
- h. Food and beverage may be consumed on benches and grass areas, but shall not be taken into or on the splash pad or tot-lot structure.
- i. Glass containers are not permitted.
- j. Alcohol is prohibited in the playground and splash pad areas.

SKYE CENTER

At this time, Skye Center is intended both as an informational center for public use and a community amenity for Association Members. The Association, Skye Canyon Park Owner, Management staff, and their collective authorized designees reserve the right to refuse service and request immediate departure from the property for appropriate reason including, but not limited to, rude behavior, profane language, public intoxication, aggressive actions, indecency, or any other generally disruptive action.

I. HOURS OF OPERATION

Hours may vary based on season, holidays, and demand. Skye Center hours will be posted on the website at www.skyecanyon.com. Any person found accessing the facility outside the hours of operation shall be subject to sanctions as outlined in the Violations provision below, and may further be charged with trespassing.

II. PATIO

Patio furniture and seating is provided for public use on a limited basis during Skye Center hours of operation. Individuals assume all risks and liabilities associated with use, whether appropriate or inappropriate. Skye Center Owner and Management do not ensure the safety of the amenities provided. Supervision is not provided; all amenities are used at your own risk.

III. OUTDOOR FIRE PITS

Outdoor fire pits are available at the discretion of Management. Individuals are not authorized to operate, adjust, or otherwise tamper with the fire pit or any associated equipment. Supervision is not provided, and individuals accept responsibility for all associated risks.

IV. OUTDOOR BARBEQUE

Outdoor barbeque is for the sole and exclusive use of Skye Center staff and its affiliated culinary employees.

V. FOOD AND BEVERAGE

Outside food and beverage is not permitted on the premises.

- a. If alcohol is sold and subsequently purchased at Skye Bistro, it must only be consumed in approved areas and shall not be taken off premises.

SKYE PARK

Skye Park includes, but is not limited to, the grass area, sports field, basketball court, playground tot-lot, amphitheater, and surrounding sidewalk are community amenities that are also available for public use. Notwithstanding the foregoing, certain restrictions apply.

I. HOURS OF OPERATION

Use of Skye Park by Association Members and the general public shall only be permitted during approved hours of operation. During periods of closure, Skye Park shall be secured, and contracted security shall have the right to request the removal of any individual. Any person found accessing the facility outside the hours of operation shall be subject to sanctions as outlined in the Violations provision below, and may further be charged with trespassing.

II. WAIVER OF LIABILITY

Individuals utilizing Skye Park and its amenities assume all risk and liability for said use. Children must be accompanied and continually supervised by an adult. Neither the Association nor any other entity affiliated herewith provides supervision for children. Equipment must be utilized for its intended purpose.

III. CONDUCT

Aggressive behavior including, but not limited to profane language, horseplay, wrestling, and/or rough play is not permitted.

IV. RESERVATIONS

The Association, Skye Canyon Park Owner, Management staff, and their collective authorized designees staff reserve the right to permit clubs, groups, and other appropriate organizations

or individuals to reserve the soccer field and/or basketball court. If reservations are permitted, additional rules, restrictions, fees, and deposits may apply.

V. FOOD AND BEVERAGE

Food and beverage may be consumed on benches and grass areas, but shall not be taken into or on the basketball court or tot-lot structure. Glass containers are not permitted and alcohol is prohibited.

GENERAL

I. BEHAVIOR

All individuals must be respectful, polite, and courteous to staff and other members. No individual will be permitted to behave or act in such a manner as to be rude, disrespectful, intimidate, threaten or otherwise disrupt the quiet enjoyment of any person at Skye Canyon Park including, but not limited to, Residents, guests, employees of Skye Canyon, agents of the Association, vendors of the Association, or any member of the Board or its duly appointed committees. Such activity will be deemed a nuisance that threatens the health, safety, and welfare of the Community.

Initial

II. PROFANITY

Profane language is strictly prohibited. Such determination shall be at the sole discretion of Management.

III. ALCOHOL & INTOXICATION

Outside alcohol is strictly prohibited. Individuals may be permitted to consume alcoholic beverages purchased on premises at the discretion of Management. Intoxicated persons will be required to vacate the Skye Canyon Park premises immediately. Such decision shall be at the sole discretion of management.

IV. ATTIRE

Appropriate attire must be worn at all times. The appropriateness of attire shall be at the sole discretion of Management. While utilizing exercise equipment, athletic footwear (with closed toes) must be worn. Bathing suits (without a cover-up) and bare feet are prohibited while inside Skye Center or Skye Fitness.

V. MUSIC

Individuals utilizing the Skye Center or Skye Fitness must use earphones, headphones, or ear buds while using personal audio listening devices. Any person setting their volume at a level that can be heard by other individuals will be asked to play at a volume that does not disturb others.

VI. SMOKING

Skye Canyon Park is designated as a non-smoking area. Individuals shall not smoke cigarettes, cigars, pipes, and other alternative smoking devices.

VII. PETS

Animals are not allowed in Skye Center or Skye Fitness at any time. Service animals require official paperwork. All animals must remain on a leash at all times.

VIII. SPECIAL EVENTS

The Association, Skye Canyon Owner, and its Management staff shall have the right to schedule specialized events that may be limited by special invitation. Use of all or some of Skye Canyon Park may be limited, in whole or in part, during said event. Special events take precedence over general park usage.

VIOLATIONS AND ENFORCEMENT

The Skye Canyon Park Owner, the Association, Management staff, and collectively their authorized designees, upon recognition of a violation for the foregoing rules, shall have the right to take appropriate enforcement action.

Enforcement action shall include, but is not limited to, verbal notice, written warnings, fines, or **revocation of the right to use Skye Canyon Park and its facilities on a temporary or permanent basis**. In the event of a violation, rights to use the facilities may be suspended pending review by the Board of Directors. Any and all sanctions will be undertaken in accordance with Nevada law, and when applicable, under the Skye Canyon Community Association's approved Penalty Policy.

Notwithstanding the foregoing, any action undertaken by any individual on Skye Canyon Park premises, that threatens the health, safety, and welfare of Association Members, staff, or the general public **will result in immediate revocation of the right to use the facilities** and may result in civil or criminal liability. The Association, Skye Canyon Park Owner, Management staff, and their collective authorized designees reserve the right, at their sole discretion, to seek the involvement of security or Las Vegas Metropolitan Police as needed.

I have read and understand the Skye Canyon Park Rules and Regulations.

Property Address: _____

Printed Name: _____ Signature: _____

Date: _____

Printed Name: _____ Signature: _____

Date: _____