



# SILVERBROOK ESTATES

## RULES, REGULATIONS AND RESERVATION PROCEDURES

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# SILVERBROOK ESTATES RULES, REGULATIONS AND PROCEDURES

## I. INTRODUCTION

THESE RULES, REGULATIONS, AND PROCEDURES have been designed to cover areas of concern that have not been addressed the CC&R's or the design guidelines, which are the governing documents of Silverbrook Estates.

## II. DEFINITIONS

Unless otherwise specifically defined in these Rules and Regulations, all terms used in these Rules and Regulations have the meanings given to them in the Declaration. For your convenience in reading and understanding these Rules and Regulations, certain key definitions are also set forth below and in the text of these Rules and Regulations.

A. “**Managing Agent**” means the person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association. As of the date of these Rules and Regulations, the Managing Agent for the Project is: Western Mountains, LLC, a Montana limited liability company, having an address at 33 Hunter Circle, Suite 1, Kalispell, Montana 59901.

B. “**Occupant**” means any member of an Owner's family or an Owner's guests, invitees, servants, tenants, employees, or licensees who occupy a Home or are on the Common Elements of the Project for any period of time.

C. “**Use Fees**” means fees charged to Owners for certain services provided by the Association at the Owner's or Occupant's request and certain incidental charges not included in Assessments.

## III. FEES

Section 3.1 **Assessments**. Assessments shall be due monthly and shall be payable on or before the first (1<sup>st</sup>) day of the calendar month in which it is due.

Section 3.2 **Payments**. Payments of assessments and any other amounts due to the Association shall be made at the office of the Managing Agent: Western Mountains, LLC, 33 Hunter Circle, Suite 1, Kalispell, MT 59901. Payments shall be made in the form of checks with US funds.

Section 3.3 **Failure to Pay Assessments**. In addition to all other remedies available to the Association for collection of delinquent Assessments, the Board may (a) file a lien statement on the Home and commence foreclosure proceedings, and/or (b) commence collection proceedings against the Owner.

Section 3.4 **Use Fees**. In addition to Use Fees, Owners may be charged Cleaning Fees or Cleaning Deposits.

## IV. RENTALS

Section 4.1 **Rental** Owners are responsible for the conduct of their Occupants, and for all

financial obligations incurred by their Occupants at the Project.

Section 4.2 **Time Limit**. Rentals are restricted to a 30 day minimum.

Section 4.3 **Signs**. Rental signs are not permitted on any property.

## V. **USE RESTRICTIONS**

Section 5.1 **Pets**. Pets and their owners are subject to the City of Kalispell Ordinance: 1381A, 5-21-2001.

Section 5.2 **Garbage Disposal**. Homeowners shall contact Evergreen Disposal Inc. for pick-up schedule. (406-257-1739)

Section 5.3 **Association Employees**. No Owner or Occupant shall direct, supervise, or in any manner attempt to assert any control over the employees or contractors of the Association or the Managing Agent. Employees and contractors of the Association or the Managing Agent shall not be sent off the Project premises by any Owner or Occupant at any time for any purpose.

Section 5.4 **Satellite Dishes, Wiring**. No satellite dishes, radio, television installation, or other wiring shall be installed without the prior written consent of the Board. Satellite dishes are to be located so they are inconspicuous from the front of the residence.

Section 5.5 **Children**. Owners and Occupants shall be responsible for the conduct and safety of their children and the children of their guests and reasonable supervision of children is required at all times. Children are to play only in areas either designated or clearly intended for play. Owners and Occupants shall ensure that such children's behavior is neither offensive to any Owner or Occupant of the Project nor damaging to any Home or portion of the Project.

Section 5.6 **Swimming Pool/Spa**. Swimming in a pool or using a spa is permitted only during the posted hours of operation. Since the pool and spa are not guarded, persons using these facilities do so at their own risk. Persons using all recreational facilities must be appropriately attired. If any person does not fully understand any posted rules or understand the proper use of the facility, that person shall not use such facility without first receiving instruction and/or direction from a representative of the Association or the Managing Agent. In addition to any other posted rules, the following are the basic rules for persons using a swimming pool or whirlpool:

1. Shower thoroughly each and every time before entering.
2. Pets are forbidden in the pool and spa areas. (Service Dogs Exempt)
3. Beverages may be consumed within the pool and spa areas, but extreme care must be taken that absolutely NO GLASS, GLASS BOTTLES or other GLASS CONTAINERS be allowed within the pool and spa areas. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.
4. If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
5. Children under the age of sixteen (16) must be accompanied and supervised by an adult owner in order to use any recreational facility.

6. Children must wear appropriate bathing attire at all times including, if necessary, diapers, swim diapers, or any other protective barrier.

Owners and Occupants shall observe all posted rules governing the use of all available recreational facilities.

#### Section 5.7 **Community Clubhouse Reservation Procedures**

**The Clubhouse and Common facilities are for the enjoyment of the homeowners and limited house guests.**

The main lobby of the clubhouse facility is available to all homeowners for functions or events, in accordance with the following:

1. Each Silverbrook household may reserve this area for special functions or events up to four (4) times per calendar year.
2. Each special use will require the payment of \$150 due upon confirmation of the reservation. \$50 of such amount is a Use Fee and not refundable. \$100 is a cleaning deposit and may be refunded in whole or in part depending on whether the clubhouse is left in a clean and undamaged condition.
3. The maximum capacity for such events is 50 people.

To reserve the main lobby of the clubhouse facility for special events, contact Western Mountains, LLC at 406-257-1302.

The pool is private and not intended for public use by friends or family of owners not in residence at Silverbrook. Owners must be present in the pool area or fitness room when house guests are present and using the facilities. Pool guests are limited to four (4) with the Silverbrook Resident present and the fitness room will be limited to two (2) house guests with the Silverbrook owner accompanying them. **No one under the age of 16 will be allowed in the clubhouse or pool area without adult supervision. Abuse of these rules will result in the suspension of the facilities access.**

#### Section 5.8 **Fitness Center**

The fitness center is available 24 hours a day.

1. Homeowners are required to clean and wipe off equipment/upholstery after each use.
2. Homeowners are responsible for turning all electronic devices off after use.
3. Proper workout attire is suggested for participation in facility. No open-toed shoes, jeans or inappropriate attire are allowed.
4. The weights and machines should be used with care. Dropping the weights and weight stacks can cause injury and equipment damage. Please be courteous after using equipment by immediately returning all weights, dumbbells and bars to their proper rack.

5. Children under the age of sixteen (16) must be accompanied and supervised by a responsible adult owner in order to use any recreational or fitness equipment.

Section 5.9 **Additional Common Areas**

1. Entry Fountains are a restricted area and should not be waded in or climbed on.
2. Ponds are for the visual enhancement of the community. Wading or swimming is not allowed. Children shall be supervised at all times in the pond areas.
3. Riverside Walking Paths are in a natural habitat area and have an inherent danger. Children shall be supervised at all times.
4. No skateboards or bicycles are allowed on tennis court surface.
5. Park equipment should only be used for its intended purpose.

VI. **MISCELLANEOUS**

Section 6.1 **Acknowledgement and Acceptance**

Property Address \_\_\_\_\_

Homeowner's Acknowledgment and Acceptance of Silverbrook Estates Rule and Regulations

\_\_\_\_\_  
Signature Date

Homeowner Contact Information:

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_