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**ALTA VIEWS  
HOMEOWNERS ASSOCIATION, INC.**



**Clubhouse Handbook**  
**Guide to Rules and Regulations**

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## General Clubhouse Rules & Regulations

### Hours of Operation

The Clubhouse is open from 5AM to 10 PM daily.

### Guests

We encourage everyone to enjoy all the amenities that The Alta Views Clubhouse has to offer. Please limit your gatherings to (8) or less attendees. If more guests are desired, the activity room will need to be reserved to accommodate the large number of guests. Please see 'Private Party Reservations' for more information. Homeowners are responsible for ensuring that their tenants/guests observe and comply with the rules and regulations in this handbook.

### Age Requirements, Pets and Smoking Policy

No person(s) under the age of 14 are allowed in any area of the clubhouse (including but not limited to: the hot tubs and fitness center) without adult supervision. An adult is defined as a person 18 years of age or older.

**The Alta Views Clubhouse does not allow animals, unless they meet ADA service animal requirements. The Clubhouse is a non-smoking facility.**

### Security System

Alta Views currently uses a key entry system for the Clubhouse. Every unit Alta Views will receive one key, Homeowners can request keys via email to: [support@montanahoa.com](mailto:support@montanahoa.com).

Homeowners may share the key with tenants/agents, but the tenants/agents are not allowed to give the key to any third party. Tenants/agents must be present with any and all guests at the Clubhouse or Fitness Center.

Homeowners are responsible for any and all guests/tenants/agents to whom the Homeowner provides a key for use to gain access to secure areas. Homeowners are also responsible for all persons they grant access into the Clubhouse. The doors may not be propped open at any time to allow for guest entry. Be advised that the Homeowner is responsible for ensuring any such guests/tenants/agents are aware of the rules, regulations, and any other provisions of the Alta Views regulating documents. If any such individuals violate any of the rules, regulations or provisions of other regulating documents, the Homeowner will be responsible for the consequences associated with such violations, which may include loss of privileges of access to secure areas and/or the payment of fines or damages. There will be a \$20 (each) charge for replacement of lost keys.

Please note that Alta Views has 24-hour video monitoring systems. The cameras are used to ensure the security of the homeowners, tenants and their guests. All footage is subject to being shared with authorities for investigation and prosecution.

## Activity Room

The Activity Room is described as the room with the pool table, seating area, kitchen bar, and restrooms.

### Food and Beverages

Food and beverages are allowed in this area, but all trash must be packed out at the end of the event.

### Pool Table

Please be sure to replace the pool table cover and return the pool sticks to the wall hanger. Do not place food or beverages on the pool table even with the cover in place!

### TV Operation

To operate the TV, remote provided. DO NOT touch the controls on the TV. If you need assistance or experience technical problems, contact the HOA Manager. Be sure to turn the TV off when you exit the Clubhouse.

## Private Party Reservations-Activity Room

Private Party Reservations can be made by sending a request to [support@montanahoa.com](mailto:support@montanahoa.com) or by calling the HOA Office at 406-837-4536. Private parties include the use of the Activity Room (pool table, sitting area, kitchen, and men's and women's restrooms). During the summer, private parties will be allowed use of the spa area, so long as it does not interfere with the enjoyment of others. All Private Parties must be approved by the HOA Manager before they take place.

NOTE: The following major holidays/ events will not be available for private parties—New Year's Eve, New Year's Day, NCAA Football Championship, Super Bowl Sunday, NCAA Final Four, Masters Golf Tournament, NBA Finals, Memorial Day Weekend (Fri-Tue), 4th of July (1 day before & after, plus if on Fri-Mon includes weekend), Labor Day Weekend (Fri-Tue), World Series, Halloween, Thanksgiving Day, Bobcat vs. Grizzly Football Game, Christmas Eve & Christmas Day. Parties may not be used for sales or fundraising functions that are "open to the general public".

### Guest Limit

Private Party Reservations are limited to groups of more than eight (8) but less than twenty (20) attendees at any event. The Homeowner is responsible for ensuring the event for which the Homeowner or Tenant rented the Clubhouse meets the guest limit requirements.

### Usage Fee

The Homeowner reserving the Clubhouse will be responsible for paying a cleaning fee for the use of the space. Reservations are limited to a maximum of eight (8) consecutive hours. The \$35.00 non-refundable fee (fee subject to change) is due at the time of booking, at least a week prior to the event. The non-refundable fee is for normal use only; it does not cover any damages to Clubhouse.

***PLEASE NOTE:** Despite the terms of this Agreement, it is the policy of Alta Views that if the Homeowner holds an event with eight (8) or more guests and does not, or fails to, reserve the Clubhouse through the proper process, Alta Views reserves the right to bill, and hold responsible, the organizing Homeowner for all cleaning charges, regardless if this Agreement has been executed. Further, such party(s) will also be responsible for any resulting damages.*

### Security Deposit

For events with 15 or more attendees, a \$500.00 refundable security deposit is due at the time of booking, at least a week prior to the event, or the reservation will be cancelled. The deposit (part or all) will be forfeited if any of the outlined rules in the private party contract are not adhered to, if any of the clubhouse rules are not adhered to, if the Whitefish Police Dept. is dispatched for any disturbance, if alcohol is served and consumed by minors on the premises and if any damage is caused to the property including, but not limited to, clubhouse furnishings, exterior grounds, or any private party materials, including those materials and installation provided by an independently contracted catering/supply service.

### Cleaning/Damages

A refundable cleaning deposit of \$200.00 is required at the time of booking. We must remove all trash, debris, decorations and supplies at the end of your function. You are responsible for cleaning and returning the clubhouse to the condition it was in prior to use. If used, homeowner shall leave the BBQ area as clean as it was found. The cleaning company will inspect for damages, and if any damage is found, the Homeowner will be notified and held responsible for such damage. Alta Views will, to the best of our ability, have the Clubhouse clean and damage free prior to use. Please notify the HOA Office immediately if you arrive with prior damages.

### Alcohol

All events serving alcohol to guests, a certificate of "Event Insurance" will be required upon booking. Event insurance can be obtained for ~\$100-\$150 from your Homeowner's insurance agent or from the HOA's insurance agent – Shaine Reece Farmers Insurance at (406) 752-9100.

### **Music**

All music must be terminated by 10:00 p.m. due to the proximity of other Homeowners.

### **Decorations**

Decorations may not be glued, tacked or nailed to the walls or ceilings. Window coverings of any kind may not be placed on the windows or doors, other than existing curtains/blinds

### **Rental Terms**

Homeowner contracting for private use of the Clubhouse **must** be in attendance during the time of such use and is responsible for the monitoring of guests as it pertains to the noise level, privacy and safety of surrounding residents. If a Lessee desires to reserve the Clubhouse, then the Lessor, Homeowner, and the Lessee must sign the Agreement, signifying their agreement to the terms, and accordingly, both parties agree that they will be responsible for any breach of the terms of the Agreement.

## **Outdoor Spa**

The intent of these rules is to assure a safe environment in and around the spa.

### **Operating Hours**

- The Spa is open all year round.
- **10am – 10pm (7 days/week)**
- 9pm-10pm Quiet hours.
- Hours are subject to change by the HOA Board of Directors.

### **Spa Rules**

- **NO LIFEGUARD ON DUTY - Please be advised that there is no lifeguard on duty and the use of the spa is at your own risk. In case of an emergency call 911.**
- **NO ALCOHOL**
- Offensive or unsanitary behavior is prohibited.
- No animals are permitted in the spa area, unless they meet ADA service animal requirements.
- No children under the age of 14 unless supervised by an adult of 18 years or older.
- Children who are not potty-trained are required to wear a swim diaper.
- Before entering the spa, all bathers must take a cleansing shower, using warm water and soap.
- Any person with a disease in a known communicable form shall not be permitted to use the spa.
- Loud music is not permitted at ANY TIME.
- No diving
- Boisterous or rough play or running is not permitted in the spa, the patio deck area, or in restrooms.
- Bottles, crockery, glassware, or other hazardous objects are not permitted in the swimming area.
- No diving
- Chairs or tables in the spa area may not be reserved in advance and any personal items left behind or unattended in the spa area will be removed.
- Inflatable's, life vests, water wings, noodles, individual rafts and all other water toys are prohibited in the spa.
- Toys, balls, inflatable devices, swimming accessories and squirt guns are allowed in the spa area to the extent that they do not interfere with the safety or enjoyment of others.
- No balloons allowed in the spa area.
- Smoking is not permitted in the clubhouse, restrooms or fenced spa area.
- Food or gum is not allowed in or near the spa.
- No person under the influence of an intoxicating liquor or drug may use the spa.

### **Spa Rules-Cont.**

- Warning - people using prescription medications and/or having the following medical conditions should consult with their physician before entering the spa: pregnancy, heart disease, diabetes, high blood pressure, or other serious medical condition.
- Spa heat stroke warning - adults limited to 15 minutes in spa and no children under age 5 years allowed.
- Non-swimmers and children under the age of 14 may not use the spa without a responsible adult present.

## **Fitness Center**

Use of the Fitness Center is for owners, tenants and guests thereof, as outlined in the "Security System" section of the handbook. Please adhere to the following rules while using the Fitness Center:

### **Fitness Center Rules**

- **The Fitness Center is open daily from 5AM-10PM**
- Use of this facility is at your own risk.
- Only non-marking athletic shoes are permitted on the gym floor. All shoes should be thoroughly wiped on a mat before entering the gym.
- Athletic shoes are required when using all cardiovascular equipment
- A shirt must be worn at all times.
- Exercise attire is strongly recommended in the fitness room. Buckles, snaps, buttons, etc. on street clothes can pose an injury risk to you and the equipment. No wet clothing.
- It is recommended that you bring a towel with you.
- Tobacco products, food or drink other than water prohibited in the Fitness Center.
- Anyone unfamiliar with the use of a specific piece of equipment should not attempt to operate it.
- Spotters are strongly recommended when using heavy free weights.
- Free weights and dumbbells must be restacked in the appropriate rack after use. DO NOT leave the bars loaded or leave weights lying on the floor.
- Profanity, abuse of equipment, unsportsmanlike conduct, or failure to comply with the rules and regulations of the Fitness Center will result in expulsion from the facility.
- Please be considerate of others by wiping down the equipment after each use.
- **Children aged 14 and under are not permitted in the Fitness Center at any time. This includes strollers, baby carriers and children sitting inside the Fitness Center area while a parent/guardian is exercising.**
- Teens between the ages of 14-17 may use the Fitness Center equipment when accompanied by an adult (18 years or older) who is responsible for direct supervision. Direct supervision is defined as being immediately adjacent to the machine that the child is using. The adult may be using an adjacent machine or standing next to the machine that the child is on.
- Cardiovascular equipment use is limited to 30 minutes when people are waiting.
- No gum is allowed.
- The HOA is not responsible for lost or stolen items.
- Please report any equipment problems immediately.
- If you are the last to leave, be sure to turn off the lights in the Fitness Center.

## **Clubhouse Parking**

Guest parking spaces are available on either side of the Clubhouse entry. Please do not park for extended periods of time in the Clubhouse parking. Vehicles that are parked outside of the designated parking areas, including along the interior roadways, will be towed at the owner's expense.

# Rule Violations & Enforcement

## Clubhouse Rule Violations

Homeowners and their tenant/guests/agents that are found to be in violation of any described rules will be subject to a fine and/or loss of clubhouse privileges as outlined below:

- **1st offense:** Written warning, review Clubhouse Handbook and sign agreement to Clubhouse Rules & Regulations (will be kept on file)
- **2nd offense:** \$50 fine (if within 6 months of first offense)
- **3rd offense:** \$50 fine and clubhouse privileges will be suspended for 6 months (if within 6 months of second offense)

If you witness a violation of the Clubhouse, Spa or Fitness Center Rules, please report the details with any identifying information to [support@montanahoa.com](mailto:support@montanahoa.com) for investigation.

## Declaration of Covenants, Conditions and Easements of Alta Views

Homeowners who become (90+) ninety plus days delinquent on their association dues may have their Clubhouse privileges suspended until the account becomes current. Other fines and penalties will still apply to delinquent accounts as stated in the Declaration of Covenants, Conditions and Easements, Article VIII.

## Disclaimer

*The Alta Views Board of Directors, in conjunction with the Homeowners Association Management Company is the enforcing authority of these Clubhouse Rules & Regulations. The Board of Directors reserves the right to make changes to The Clubhouse Handbook as deemed appropriate without advanced notice to Homeowners.*

**ALTA VIEWS  
HOMEOWNERS  
ASSOCIATION, INC.**

508 Silverleaf Dr.  
Whitefish, MT 59937

Website: [www.altaviewswitefish.com](http://www.altaviewswitefish.com)

Phone: 406-837-4536

E-mail: [support@montanahoa.com](mailto:support@montanahoa.com)

UPDATED: JUNE 2019



Alta Views Homeowners Association, Inc  
 508 Silverleaf Drive  
 Whitefish, MT 59937  
 Phone: (406)837-4536

## Contract for Alta Views at Whitefish Clubhouse Private Party Use

- The area being reserved by the Homeowner is limited to the Activity Room (pool table, sitting area, kitchen, men's and women's restrooms). During the summer private parties will be allowed use of the spa area, so long as it does not interfere with the enjoyment of others, and the use of (1) outdoor table and chairs. Reservations cannot be made on the following holidays: *New Year's Eve, New Year's Day, NCAA Football Championship, Super Bowl Sunday, NCAA Final Four, Masters Golf Tournament, NBA Finals, Memorial Day Weekend (Fri-Tue), 4th of July (1 day before & after, plus if Fri-Mon includes weekend), Labor Day (Fri-Tue), World Series, Halloween, Thanksgiving Day, Bobcat vs. Grizzly Football Game, Christmas Eve & Christmas Day.*
- Private Party Reservations are limited to groups of more than eight (8) but less than twenty (20) attendees at any event. The Homeowner is responsible for ensuring that there are no more than twenty (20) attendees at the event for which the Homeowner rented the Clubhouse. *Please note that, despite the terms of this Agreement, it is the policy of Alta Views that if the Homeowner does not, or fails to, reserve the Clubhouse for an event with more than eight (8) attendees, Alta Views reserves the right to bill, and hold responsible, the organizing Homeowner and/or the attendees for all cleaning charges and damages, regardless if this Agreement has been executed. Further, such party(s) will be responsible for any resulting damages.*
- Private Party Reservations are limited to a maximum of eight (8) consecutive hours, unless prior approval by the board. A **\$35.00 non-refundable** fee (fee subject to change) is due at the time of booking, at least a week prior to the event, or the reservation will be canceled. The homeowner is responsible for removing all trash, debris, decorations and supplies at the end of your function. All trash must be packed out of the Clubhouse. This fee is for the use only; it does not cover any damages to Clubhouse. Homeowners shall leave all areas as clean as you found it.
- A **\$200.00 refundable cleaning/damage** deposit is due at the time of booking, at least a week prior to the event, or the reservation will be canceled. The deposit (part or all) will be forfeited if any of the outlined rules in this contract are not adhered to, if any of the clubhouse rules are not adhered to, if the Whitefish Police Dept. is dispatched for any disturbance, if alcohol is served and consumed by minors on the premises and if any damage is caused to the property including, but not limited to, clubhouse furnishings, exterior grounds, or any private party materials, including those materials and installation provided by an independently contracted catering/supply service. The Caretaker will inspect the Clubhouse and if any damage is found following your event, the homeowner will be notified, and the cost of such damage will be deducted from the security deposit. If the damage exceeds the deposit, your owner account will be charged for the difference.
- Event Insurance is required at the time of booking if alcohol will be present. Contact [support@montanahoa.com](mailto:support@montanahoa.com) for assistance.
- Clubhouse guest entry must be monitored by the Homeowner, as the doors are locked at all times. The doors may not be propped open at any time. All persons given entry by the Homeowner or their guests will become the responsibility of the Homeowner.
- All music must be terminated by 10:00 PM due to the proximity of other homeowners.
- Furnishings & any kitchen supplies of the Clubhouse are available for the Homeowner's use. If other chairs or tables are needed please contact your choice of rental companies with the items being returned the same day as your event.
- Parties may not be used for sales or fundraising functions that are "open to the general public".
- Decorations may not be glued, tacked or nailed to the walls or ceilings.
- Window coverings of any kind may not be placed on the windows or doors, other than existing curtains/blinds.
- Homeowner contracting for private use of the facility must be in attendance during the time of such use and is responsible for the monitoring of guests as it pertains to the noise level, privacy and safety of surrounding residents. Tenants that desire to reserve the Clubhouse for a private party must have the Lessor/Homeowner approval, signifying their agreement to the terms set forth herein, and accordingly, both parties agree that they will be individually responsible for any breach of the terms of this Agreement. No third-party rentals allowed.
- All parties are subject to the normal operating hours of the Clubhouse. All parties/persons must end/exit at 10PM.

*\*Homeowner also refers to tenant*

**Liability Release Statement:** *I release, hold harmless and indemnify Alta Views HOA, Inc. from all liability for injuries and/or damages resulting from my use of Alta Views Clubhouse facility and I release, hold harmless, and indemnify Alta Views HOA, Inc. for any injuries and/or damages resulting from the use of Alta Views Clubhouse facility by anyone attending my function, by any of my agents, employees or other assignees of mine. I understand I am financially responsible for damages to the clubhouse resulting from this event.*

Alta Views Unit Number: \_\_\_\_\_

Signed by:  Homeowner  Tenant (must have owner/property manager approval)

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Approval		
Board / Manager Signature _____		
Date _____		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of Party: \_\_\_\_\_ Time: \_\_\_\_\_ am / pm ~to~ \_\_\_\_\_ am / pm

Attach two checks payable to Alta Views HOA, Inc. for \$35.00 use fee (non-refundable) & \$200.00 cleaning deposit (refundable), and Event Insurance Certificate if alcohol will be provided by host / owner. Events with 15 or more attendees also require a \$500 (refundable) damage deposit.