



Rules & Regulations

Revision History		
<i>Date Updated</i>	<i>Page</i>	<i>Action</i>
7/2019	10	3.a. Flags – Clarified flags allowed to be flown
7/2019	6	2./ 3. / 4. Use of Common Elements – adjusted hours & added attire
12/2020	7	2. Property Rental Requirements – added fine
2/2021	1	Title & Logo – Updated
	3	Enforcement Remedies – clarification of process & rulings
	4	4.c., 5 – Vehicle and Parking Regulations -clarifying language added
	5	2.,3. – Distributed Parking Areas - overnight parking restrictions removed & clarifications added
	5	7,8 – Responsibility for Household Pets – clarified language and responsibility added
	7	9. – Operation of Short-Term Rentals – Enforcement process clarified
	9	1. – Landscaping & Exterior Décor – Clarified HOA responsibility
	10	2. – Signage - clarified title

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Introduction

Membership in the Alta Views Townhome Association is mandatory for all Alta Views property owners. When you become an owner or resident of property in the Alta Views community, you agreed to abide by the covenants and associated rules and regulations for the community as set forth by the Alta Views HOA governing documents. The covenants and rules and regulations protect your home values and member's equity in Alta Views and provides a framework within which neighbors can live in a peaceful and friendly environment. Specific purposes of the covenants and rules include:

- Enforcing the community's maintenance standards, policies, and rules in a fair and diplomatic way.
- Protecting, enhancing, and promoting the purposes of the Alta Views HOA.
- Governing the use of the common areas and amenities.
- Establishing architectural guidelines and design standards to ensure the compliance with the overall design scheme of the community.
- Establishing rules for the use of all common facilities.
- Protecting and preserving the property and assets of the Association and its owners.

These rules supplement the Architectural Standards set forth in our Declaration of Covenants, Conditions and Restrictions and are not intended to represent every covenant as described in the DCC&Rs. Most rules are a clarification of courtesy and consideration for neighbors and a respect for the investment in our HOA. If the idea of enforced maintenance and restricted property usage is not a desirable qualification for a new home purchase, potential home buyers may want to consider purchasing in a non-HOA controlled community.

Enforcement Remedies

- Compliance with the Rules and Regulations for the Alta Views community will be monitored by the Board and community management company. The board of directors shall have the sole discretion in determining whether an owner is in violation of a covenant.
- **Owners reporting a covenant violation by another resident must be willing to provide specific details of an incident for investigation and Board-review. Owners making a claim against another member will be required to submit a signed, written statement detailing the incident.**
- **In the case of another resident's violation of the covenants, the Board will determine what specific remedy (if any) is appropriate upon their investigation of a complaint. The association, management company or its resources do not have an obligation to disclose records or information related to enforcement of covenants against other unit owners.**
- Letters will be sent via email or US Mail to notify owners of the violation unless the Board determines the need for immediate attention or a possible danger to others in which case, the owner will be notified immediately upon detection and require that the situation be remedied.
- The owner, **if found in violation** will be directed to remedy the situation within 24 hours to 15 days depending on the issue. The owner may ask the HOA in writing within 10 days of date of the notice of violation to allow for more time to remedy and has a right to ask for a hearing to dispute the violation in front of the Board. If the owner has not remedied the non-conformance by the deadline listed in the notice, or requested a hearing, a reasonable fine may be assessed depending on the violation type.
- Damages of any kind resulting from non-compliance of the Rules & Regulations are the responsibility of the unit Owner.
- The association shall have the power to confiscate any items that are displayed upon any common element that is in violation of any provision of this policy. If an item is so confiscated, written notice of the confiscation shall be provided to the unit owner and such item shall be stored by the association for up to ten (10) days, during which time the owner of the item may retrieve it. All items not retrieved within the 10-day period will be disposed of unless other arrangements are made.

The association shall be permitted to take all actions authorized by the association's governing documents to obtain compliance with this policy, including, but not limited to, assessing a fine for select violations and/or an assessment for the cost of replacing or repairing any elements damaged through the fault of the resident.

Assessments and Delinquencies

- 1 Assessments are due within thirty (30) days of the date of the statement.
- 2 Owners should refer to the Declaration of Conditions, Covenants and Restrictions (DCC&Rs) and the Alta Views DCC&Rs and the Assessment Collection Policy for the specifics regarding owner responsibility for the payment of assessments.
- 3 Delinquent accounts are subject to late fees, interest, suspension of voting rights, acceleration of remaining unpaid assessments for the remainder of the fiscal year attorney's fees and costs.
- 4 Compliance with the DCC&Rs Assessment Collection policy will be monitored by the management Company. The board of directors shall have the sole discretion in determining whether an owner is in violation of the Governing Documents, and enforcement of the same.

Vehicle and Parking Regulations

- 1 **Parking is provided for owners, residents, and guests only.**
- 2 **PARKING ON ANY STREET IN THE COMMUNITY IS PROHIBITED AND VEHICLES IN VIOLATION ARE SUBJECT TO IMMEDIATE TOWING.**
- 3 **Only authorized vehicles** as listed below may be parked within designated parking areas.
 - a. Standard passenger vehicle
 - b. Passenger vans designed to accommodate 10 or fewer individuals
 - c. Motorcycles
 - d. Pickup trucks having a manufacturer's payload of one (1) ton or less
 - e. **Any authorized vehicles as defined in the association CC&Rs**
- 4 **Prohibited vehicles** as described below are not permitted to be operated, stored outside of a garage, or parked in the community except for brief periods for the purposes of loading, unloading, making deliveries or emergency repairs.
 - a. Motorhomes, travel trailers, campers, camper trailers, recreational vehicles (RVs), pickup campers and camper vans
 - b. Boats and/or personal watercraft
 - c. Commercial type vehicles **as defined in the association's CC&Rs.**
 - d. Any non-operational vehicle or vehicle not classified as authorized.
- 5 Unauthorized vehicles and/or vehicles that extend beyond the parking space boundaries (horizontal or vertical) **may result in a fine to the unit or may be** towed at the owner's expense.
- 6 It is the responsibility of the owner to make all delivery services, contractors, guests, and rental tenants aware of the parking rules and regulations.
- 7 No vehicle (authorized or prohibited) or associated equipment may be dismantled, repaired, or serviced (other than emergency work) outside of an owner's garage.
- 8 No hobby shops or car maintenance shops or other activities that will increase traffic or the number of vehicles parked shall be permitted to be operated in the community.
- 9 Off-road unlicensed vehicles, or noisy and smoky vehicles shall NOT be operated within the community.
- 10 Vehicle covers may not be used when parking outside, on any portion of the property.
- 11 The Association shall not be held liable for damage or theft of vehicles while parked or stored in the community.
- 12 The Board reserves the right to establish additional regulations as it deems appropriate regarding the designation of "parking," "guest parking," and "no parking" areas, and shall have the power to enforce all parking and vehicular regulations, including the power to remove, at the sole expense of the owner, vehicles that are in violation of parking and vehicle regulations.

Distributed Parking Areas

1. **Distributed** parking stalls are available in many areas throughout the community for short term parking. **Owners, residents, and their guests may utilize the distributed parking stalls.**
2. **Owners, residents, and guests of the property may utilize the distributed parking areas for operational, authorized vehicles only. Storage of a non-operational vehicle is not allowed in these areas.**
3. **If a resident with a vehicle parked in a distributed parking stall is going to be out of the area for an extended period, the owner of the vehicle must contact the management company to apply for a parking variance to be granted by the Board.**
4. The association reserves the right to limit at any time, the availability of distributed parking stalls as may be necessary for snow removal or other maintenance activities.

Garbage and Refuse Disposal

1. **All rubbish, trash, garbage, and waste** shall be kept in clean and sanitary garbage receptacles provided by the pickup service with lids and stored within each owner's garage when not out for pickup.
2. **No disposal, burning or burying** of trash, rubbish, leaves, or debris is allowed on any Lot or Common Area.
3. **No balconies, patios, walkways, or stairways** shall be used for the storage of equipment, trash, rubbish, objects, or materials of any kind, except for normal patio furniture, umbrellas, or gas grills.

Responsibility for Household Pets

1. **A combined number of 2 non-aggressive domestic dogs and/or domestic cats** owned by an Owner or Occupant may be kept or maintained in any townhome, lot, or portion of the property.
2. **Prohibited animals** include without limitation, livestock, horses, swine, poultry, birds, reptiles, rodents, or snakes.
3. **All dogs** kept within the community shall have a current license and name tag. Loose, unattended dogs, cats or other animals without a name tag will be reported to the local animal control agency for pickup.
4. **No pet deemed to be an annoyance** via sole and reasonable determination of the Board may be kept within the community. Annoyances are defined as, but not limited to a nuisance or threat to the quiet enjoyment of their property due to excessive barking, whining, noise, or threatening/aggressive behavior. Pets determined to be a nuisance by the Board may be ordered to be kept within the residence of the Owner or ordered expelled from the property.
5. **No dog or cat may run at large** in the community with or without an owner present at any time. If a pet is found unattended outside of the living unit, it may be removed by the local animal control. No pets are allowed "off leash" at any time.
6. **No dog or cat shall enter the Common Area except while on a leash** which is held by a person capable of controlling the pet.
7. **Owners shall be responsible for and must clean up after their pets.**
8. **No fences other than ones initially installed by the Declarant are permitted.**
9. **Plantings and/or grass damaged by pets, must be replaced with the same size and/or species of at the unit owner's expense. Animals shall not be allowed to urinate on plantings. Damaged plantings to be replaced at the unit owner's expense.**
10. **Owners shall be held responsible** for complying with, or seeing that guests and tenants comply with the Associations rules pertaining to household pets, and shall be held liable to all other residents and owners, their families, guests, and the Association, for all damage to a person or property caused by pets brought into or kept within the community by the owner, tenant, family member, or guest. A reasonable fine may be applied to the owner account responsible for the pet with each **confirmed** violation of these rules.

11. **The Board may adopt additional rules** and regulations applicable to pets, including the assessment of fines or charges to owners deemed to be in violation of the Rules & Regulations or any additional rules adopted by the Board.
12. **The Association may adopt additional rules** and regulations with respect to pets and animals, including size and weight restrictions of pets - subject to grandfathering.

Owner Insurance Requirements

1. For the best rate savings for all owners, the Association will carry General Liability Insurance covering all buildings and Directors and Officer's Insurance.
2. **Unit Insurance** – Per the CC&Rs, each owner shall insure his or her unit (studs in) and personal property against loss. Proof of current insurance is to be provided to the COA annually. Your insurance agent is welcome to email proof of insurance directly to support@montanahoa.com for inclusion in the HOA records.

Use of Common Elements

1. **Use of the clubhouse, exercise room and outdoor spas is restricted to owners, owner's guests (must always be accompanied by owners), or tenants** only and is subject to all guidelines and restrictions contained in the Alta Views Clubhouse Policy as posted on the HOA website.
2. The clubhouse and exercise room are open from 5AM – 10PM daily.
3. The spa is open from 10 AM to 10 PM daily. Owners and tenants who repeatedly ignore these hours may have privileges revoked.
4. Appropriate exercise/swim attire are required in the gym and spa area.
5. **Children under 14 must be accompanied by an adult over the age of 21** in the spa area.
6. Owners, owner's guests, and tenants are responsible for cleaning up after their pets.
7. No outside storage of any materials or property shall be allowed at any time in the Common Areas.
8. No fireworks or discharge of firearms is allowed on or within the community. Individuals lighting fireworks or discharging firearms will be prosecuted.
9. Glass in the spa area is prohibited and privileges are subject for suspension if ignored.
10. NO Smoking. Smoking of any kind is strictly prohibited on the common elements of the property – this includes the clubhouse, outdoor spa, and park facilities. Property cleanup fees and fines will be assessed to owner accounts for violations. Unit owners will be held responsible for fines incurred by the actions of guests and/or tenants.

Property Enjoyment Protections

1. Please be considerate of those living close to you and keep noise levels as low as possible. Activities anywhere within the community that disrupt tranquility or interfere with the quiet enjoyment of Alta Views at Whitefish residents are prohibited.
2. It is the responsibility of owners to ensure their guests and tenants do not disturb other residents. Owners are responsible for any damage caused or incurred by anyone residing in their unit and/or guest. This includes damage to any of the common facilities.
3. Radios, stereos, televisions, musical instruments, party activities, car horns, repeated false alarms from car alarms, and other noise sources must always be restricted to a level that is not disturbing to residents.
4. Music systems, television, and musical instruments can produce sounds that are enjoyable to you but annoying to your neighbors. Please keep the volume at a reasonable level.
5. After 8:00 p.m., the volume level of all music and television systems should be turned down to a level that cannot be heard outside the living unit.

6. If you find that your neighbor is producing annoying sounds, the association requires that you first use a good neighbor approach and gently discuss the noise with your neighbor. Most often you will find that your neighbor appreciates your concern and is unaware of the noise transmission problem. After-hours disturbance of the peace issues such as life and safety issues, loud house parties, inappropriate use of common elements, etc. should first be reported to 911 for police dispatch, and second in writing to the management company.
7. If you plan to have a temporary sound issue such as a repair or installation, it is a good idea to alert your neighbors that the noise will be temporary. Always, schedule such repairs after 8:00 a.m. and to be completed no later than 6:00 p.m.
8. For corrective action, violations may be reported, in writing to the Board by any homeowner or resident through the association management. Any activity, which constitutes disturbing the peace or creating a public nuisance, as determined by the Board, is prohibited.
9. After-hours disturbance of the peace issues such as life and safety issues, loud house parties, inappropriate use of common elements, etc. should first be reported to 911 for police dispatch, and second in writing to the management company **with unit identifying information. A signed statement may be required from the witnessing owner/unit.**
10. No clothing, household fabrics, or other unsightly articles shall be hung, dried, or aired on any portion of the property, including the interior of any residence, where it is visible from other residences, the street or common areas.
11. Personal property, signage, and other items must not be displayed in windows visible from outside the building.
12. If you plan to paint interior walls which might produce offensive odors, please take steps to ventilate the odors from your home so they do not enter neighboring homes.

Property Use Restrictions

General

1. The use of any portion of a unit for commercial business purposes is prohibited. A home-office is allowed **provided it meets the requirements listed in Article IX, 9.1 of the DCC&Rs for the community.**
2. **No subdivision of a lot** is allowed; however, two or more contiguous lots may be combined to form a smaller number of Lots. The combining of lots shall not change the former dues obligation, however.
3. No townhome or lot may be divided into or conveyed as a timeshare, timeshare interval or timeshare interest as those terms are defined in MCA 37-53-102.
4. The association may adopt future rules and regulations (subject to grandfathering) restricting the number of adults who may reside in a townhome.
5. The association may adopt future rules and regulations (subject to grandfathering) for the number of owner-occupied to lease ratio.

Property Rental Requirements

1. Nothing in rules and regulations shall prevent an owner from leasing or renting his/her townhome for thirty (30) days or more as governed by local codes, zoning, and Alta Views HOA document restrictions.
2. No short-term rentals of less than thirty (30) days are allowed (City of Whitefish Zoning Dept. & Alta Views HOA document restrictions). Rentals are to be used for single-family residential purposes only. Leasing for gainful occupation, profession, trade, or other nonresidential use is not permitted. **Owners suspected to be in violation will be reported to the City of Whitefish for investigation. Unit owners found to be operating short-term rentals may be fined \$1,000 by the HOA. The second instance of non-compliance may result in a \$2,000 fine and the third instance may result in a \$3,000 fine.**

3. All lease or rental agreements shall be in writing and shall provide that the tenant shall comply with all provisions of the Governing Documents via one of the two options below:
 - (1) By including a provision in any leases or rental agreements requiring the Occupant, tenant, or renter to comply with all provisions of the Governing Documents (and Rules & Regulations); or
 - (2) By requiring Occupant, tenant, or renter to sign a separate acknowledgement and agreement requiring the Occupant, tenant, or renter to comply with all provisions of the Governing Documents (and Rules & Regulations). Such written document to be signed by the Occupant, tenant or renter shall make a failure of the Occupant, renter, or tenant to comply with the Governing Documents a default under the lease, rental agreement, or contract.
4. Regardless of which option is chosen, all owners must provide their tenants with a copy of the Rules & Regulations and all tenants must comply with these regulations, the Bylaws, and CC&R's. Owners are held responsible for the actions and behavior of their tenants/guests and are financially liable for damage to the common areas, equipment, and for violations of the Rules & Regulations. Any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Owners shall obtain and deliver to the HOA Manager a written statement from the prospective renters or lessees agreeing to abide by all terms and provisions of the Rules & regulations, the Bylaws, and the CC&R's.
5. All other leasing or renting of townhome shall be pursuant to Alta Views Homeowners Association CC&R's.

Architectural Requirements

Townhome Lot

1. **No subdivision of a lot** is allowed; however, two or more contiguous lots may be combined to form a smaller number of Lots. The combining of lots shall not change the former dues obligation, however.
2. **Fences** may not be constructed upon any property.
3. **Exterior antennas, flag poles, wiring, water softening equipment or other similar items** are prohibited.

Townhome Units and Buildings

1. **The following items require pre-approval** in writing by the Architectural Committee. Further, the association reserves the right to develop design standards for such items.
 - a. Satellite dishes (must be under 24 inches),
 - b. Solar panels
 - c. Awnings
 - d. Ornamental screens
 - e. Porch, patio, or balcony enclosures,
 - f. Sunshades
2. **All exterior ground level lighting** of a townhome must be directed downwards, must not create glare, or encroach upon a neighboring property. No other exterior lighting is allowed unless first approved in writing by the Architectural Committee.
3. **Architectural Approval.** No structure, improvement, or alteration outside the boundaries of a living unit shall be commenced, erected, painted, or maintained upon any part of the project (building exterior, patios and roof) by an owner or anyone acting in their behalf, nor shall any alteration or improvement of any kind be made thereto, until:

- a. The Architectural Committee and the Association Board of Directors has approved the alteration or improvement plan.
 - b. Any required governmental permits have been obtained, including any approval required by the City/County in accordance with the Project Plans and specifications showing the nature, kind, shape, color, size, materials and location of such structures, improvements and/or alterations and the like shall be submitted in writing to the Architectural Committee for approval as to quality of workmanship, design and harmony of external design with existing structures.
4. **Window covers** visible from the exterior of a townhome must be compatible with the exterior décor of the building. No window opening visible from the street or Common Area shall be affixed to it or be otherwise lined with any non-transparent foil, paper, or similar material. Exceptions must be approved in writing in advance by the Architectural Review Committee.
 5. **No exterior clotheslines** shall be erected or maintained and there shall be no outside laundering or drying of clothes.
 6. Sound system loudspeakers shall NOT be rigidly attached to or installed in the ceilings, walls, shelves, or cabinets as they may introduce vibration energy into the living unit.
 7. No owner shall install Jacuzzis, hot tubs, or spas on upper-level decks.
 8. Owners and tenants, their invitees, licensees, and others, are prohibited from occupying or using in any manner or for any purpose any portion of the roof or attic areas within the community. Access to such areas shall be prohibited except for the purpose of maintenance and/or repair as authorized by the HOA.
 9. Liquid bird feeders may be installed within a unit's limited common patio or deck area. No seeded feeders may be placed on the exterior of any unit or within any common area in the community.

Patios and Balconies

1. Owners must obtain written approval from the Board prior to painting, enclosing, remodeling, or altering any exterior portion of any building, including all decks or balconies. Approval by the Board for deck or balcony alterations is contingent upon maintaining a consistent and uniform appearance within the project.
2. Owners may furnish balconies it with outdoor furniture, keeping with the architecture of the community, for reasonable family use, and shall be responsible for keeping the deck or balcony clean and in sanitary condition. Decks and balconies shall not be used for storage of wearing apparel, garments, linens, towels, laundry boxes, bicycles, tools, equipment, motorcycles, or any other items that may be visible from neighbors' homes, decks, or balconies, or visible from any public or common area, unless otherwise specified in the exterior décor and adornments policy below.
3. Charcoal fired barbeques (BBQ's) are not permitted.
4. Gas cookers (BBQ's) are permitted but must be no larger than 68" wide and 48" high.

Landscaping and Exterior Decor

These are the rules for the maintenance of unit landscaping and the display of exterior décor and adornments upon the exterior of the units, within the common and limited common elements. Exterior décor and adornments shall not be hung, displayed, or affixed to patios, decks, balconies, siding, or any common element or limited common elements, unless otherwise specified below, in any manner that penetrates the siding, masonry, wood or any component of the common elements or limited common elements where the association has maintenance or replacement responsibility.

1. Responsibility for Unit Landscaping
 - a. **The association will perform mowing, trimming and annual pruning of plantings at owner units.**

2. **Unit Signage**
 - a. The only permitted signage on the property is one unlighted sign not exceeding six (6) square feet placed on a lot advertising the property for sale or lease.
3. **Flags**
 - a. US and Canadian flags (3ft by 5 feet max) which are clean, unfaded, and free from rips, tears may be flown in an affixed flag holder in owner's limited common element. Other national flags may be flown on the observed national flag days of that nation.
 - b. The flying of all holiday, festive or religious flags, or any type of banner or decorative windsock is prohibited.
4. **Hoses** – Owner hoses used for watering and/or car washing, shall be rolled up and stored out of sight when not in use.
5. **Sunshades & Umbrellas**
 - a. Prior to purchasing, a request for installation must be made to the association. Installation may commence upon approval.
 - b. Roll-up sunshades may be installed on the inside of the patio/balcony enclosure and mounted in a way that conceals it from the exterior while not in use. Curtains are not allowed.
 - c. Freestanding umbrellas must be kept inside the envelope of the patio or balcony. The color must closely match the siding or the trim color (brown/tan) on the exterior of the building.
 - d. All shades must be rolled up or folded down when not in use.
6. **Planters – Potted planters that include Hanging Baskets, Patio/Balcony Rail Planters & Freestanding Pots**
 - a. Container/pot color shall be of a Montana earth tone (such as: brown, grey, beige, dark green or black), when visible from the exterior.
 - b. May not be placed in the common area landscape.
 - c. Shall only be displayed during the growing season. When not in use, they must be stored indoors.
 - d. Residents must maintain plants or arrange for maintenance when away.
 - e. When watering, please do not allow water to overflow onto the surface of the unit.
 - f. Living plants, including flowers, foliage and herbs may be planted and must be maintained weed-free (no artificial, plastic, or dried plants are permitted).
 - i. **Hanging Baskets**
 1. Limited to a maximum of two (2) baskets. Containers must be of the same color and style.
 2. May be hung on balconies and front porches on the wood trim only.
 3. The size shall be no more than 16" in diameter and 12" deep.
 - ii. **Patio/Balcony Rail Planters**
 1. Limited to a maximum of two (2) rail planters.
 2. The planter must be secured to the railing with a removable bracket that does not require penetration into the rail for mounting or hanging over the rail in a saddle type position.
 3. Flowers, foliage, or herbs are allowed.
 4. In the interest of safety, no other pots, ornaments, or other objects should be placed on the patio/balcony railing.
 5. The size shall be no more than 36" long x 12" high x 10" wide.
 - iii. **Freestanding Pots**
 1. **Patio/Balcony**
 - a. Flowers, foliage, and herbs are allowed.
 - b. Limited to a maximum of three (3) pots.
 - c. Round pots are not to exceed 18" in diameter and 24" in height; rectangular planters are limited to 24" long X 12" high.
 2. **Front Entrance**
 - a. Pots must not obstruct the walkway/doorway and must allow

- safe exit/entry.
 - b. Placement of pots in a shared entry space should be negotiated with your neighbor.
 - c. Limited to a maximum of three (3) pots.
 - d. Round pots are not to exceed 18" in diameter and 24" in height; rectangular planters are limited to 24" long X 12" high.
 - e. Flowers, foliage, and herbs are allowed.
 - 3. Driveway
 - a. Limited to a maximum of two (2) pots.
 - b. Pots may only be placed to the right and left of garage door entry. With one pot per side, if space is available.
 - c. Pots may not obstruct the usage of the garage entry and must allow for safe passage.
 - d. Round pots are not to exceed 18" in diameter and 24" in height; rectangular planters are limited to 24" long X 12" high.
- 4. Birds Deterrents & Feeders
 - a. Deterrents - Mylar strips, faux owls, and all other types of deterrents
 - i. Deterrents may only be used during nesting season (approx. April – August), after which they must be removed.
 - ii. Determents may be placed inside individual patio/balcony areas only and may be hung in a manner that does not penetrate the building exterior (recommend Command Strips).
 - iii. The number of deterrents should be limited to what is necessary, as Mylar strips reflect into neighboring units causing unwanted glare.
 - b. Feeders
 - i. The use of seeded feeders is prohibited in the community.
 - ii. One (1) liquid bird feeder may be installed within a unit's limited common patio/balcony areas, and hung from the wood trim only.
- 5. Bug/Insect Traps & Deterrents
 - a. A total of two (2) Traps & deterrents may be used inside individual patio/balcony areas but must not be visible from the exterior.
 - b. Hanging traps and deterrents must not penetrate the building exterior (recommend Command Strips).
- 6. Décor & Accents (Artistic Expression Objects)
 - a. A maximum of four (4) visible planters, sculptures, or other exterior décor, only as described below, will be allowed next to the front entry and on the balcony or patio of each townhome with equal distribution on the balcony or patio only. Items may not be placed in the common area landscape.
 - b. Décor may only be hung using non-penetrating hooks (recommend Command Strips). These items must be consistent with the architecture of the community.
 - i. Wall Art - Pictures, mirrors, clocks, medal art, wreath, thermometers, rain gauges, lanterns, etc.
 - 1. Decor may be placed inside individual patio/balcony areas only and may be hung in a manner that does not penetrate the building exterior. (Recommend command strips)
 - ii. Freestanding Décor - sculptures, statues, fountains, figurines, knick-knacks, benches, etc.
 - 1. Size is limited to a maximum of four (4) feet in any direction.
 - iii. Ornaments
 - 1. Ornaments such as wind chimes, bells, lights, sun catchers, pinwheels or spinners and all other types of ornaments, are not allowed.
 - iv. Bird Deterrents & Feeders (as described above).
 - v. Seasonal Decorations and Celebrations (as described below).

7. Seasonal Decorations and Celebrations may only be displayed during that season or if a specified holiday decoration it may only be hung 30 days prior to the holiday and must be removed 15 days after the holiday.
 - a. NO fireworks are allowed on the Alta Views property. Violators will be subject to a fine, suspension of clubhouse privileges and will be reported to the local authorities.

Architectural Review Process Requirements

1. The Architectural Committee strives to preserve the highest standard and quality of life for each homeowner within Alta Views.
2. Please note that it may take as long as forty-five (45) days for the Architectural Committee to complete their review process.
3. If after forty-five (45) days from the time of submission of plans to the Architectural Committee approval has not been received, the plans and specifications shall be deemed NOT approved.
4. To expedite the processing of your architectural improvement/alteration requests, please submit an architectural review application found on the community web portal with two (2) sets of your proposed plans and specifications directly to the management company at support@montahoa.com.
5. In the event the Architectural Committee deems that outside consultants are necessary to review plans or inspect the proposed improvements, the homeowner shall be responsible for paying the costs incurred subject to approval by homeowner.
6. No exterior improvements, modifications or alterations may be made without written approval of the Architectural Committee in accordance with the provisions of the CC&R's, Bylaws, Rules & Regulations and Architectural Guidelines.

The Alta Views Homeowners Association reserves the right to adjust or add any rules as needed. Additional rules may be implemented without notice. Please be sure to check the Alta Views website for the most recent set of Rules & Regulations at www.altaviewswitefish.com or on the HOA owners-only portal.

Appendix A

<u>Item</u>	<u>Maintenance</u>	<u>Replacement</u>
Roof Shingles	A	A
Siding Repairs	A	A
Siding Painting / Staining	A	A
Balcony Railing	A	A
Roadways	A	A
Common Sidewalks (not leading to unit doorways)	A	A
Garage & Man Doors	O	O
Unit Landscaping (mowing, trimming & annual pruning)	A	O

Appendix B

**Alta Views Homeowners Association
Covenant Complaint Form**

This form is intended to provide the Alta Views Homeowners Association Board of Directors with advice on residents of the Community who may not be following the covenants, rules and regulations approved and adopted by the Association (as described in the "Alta Views HOA Declaration of Covenants, Conditions, Restrictions and Easements".) The form must be completed fully and presented to the management company or a member of the Board of Directors. The initial submission of the form is confidential and on an advisory capacity to the Board of Directors. In the case of a violation that results in a fine or prosecution, the claimant may be named in the case. Following review, the Board will determine what specific remedy (if any) is appropriate upon their investigation of a complaint. The association, management company or its resources do not have an obligation to disclose records or information related to enforcement of covenants against other unit owners.

Claimant Information:

Name (required): _____
Address (required): _____
Home Phone (required): _____ Email: _____

Description of Complaint:

- I have spoken with the resident about my concerns before filing a formal complaint.
 I have submitted the same complaint against this individual previously.

If applicable, Include Covenant or Rules Section No: _____ Paragraph: _____ Page: _____

Address of Alleged Complaint: _____

Recommended Action: _____

Signed by (required): _____ **Date:** _____

FOR BOARD / MANAGEMENT COMPANY USE ONLY	
Reviewed by _____	Date reviewed _____
Action taken _____	
Date Claimant notified _____	