

SILVERTHORNE COMMUNITY RULES and PROCEDURES  
LAST UPDATE: April 22, 2020

**OVERVIEW:**

The Silverthorne Condominium Declarations provide the Board with the authority to adopt Community Rules as long as such rules are not in conflict with the Declarations. In adopting the following Community Rules, the Board does not intend for any of them to be in conflict or to override any items noted in the Declarations. Rather, these Rules are intended to provide supplementary details to the Declarations and/or to establish rules and procedures which may not be covered in adequate detail in the Declarations.

The Board has tried to research and adopt these Rules based upon best practices of other associations and what a majority of the Board perceives as best for the community as a whole. However, the Board is always open to additional input from the owners and tenants of condo's within the community.

The Board may amend these Community Rules and Procedures from time-to-time. Unit owners will be notified of any changes, additions or deletions via the Board minutes which are mailed monthly. The most current version of this document will also be posted on the management company website for easy reference.

Feedback on Community Rules and Procedures should be provided in writing to Kat Betts, PJ Morgan Management Company, 7801 Wakeley Plaza, Omaha, NE 68114 OR via email to [KBetts@PJMorgan.com](mailto:KBetts@PJMorgan.com).

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**SECURITY CAMERAS:** There should be no expectation of privacy from video recordings in common areas of Silverthorne. Any unit owner that desires to install a video doorbell or security camera must submit a request to the Board prior to installation. The Board will review the intended installation to assure that structural and cosmetic integrity of the exterior building is not diminished and, in a majority opinion of the Board, that the installation does not violate the intent of the Declarations as written.

Installation of security doorbells and cameras that are positioned in such a way as to capture the inside of another unit owner's condominium is prohibited. Sharing of video or voice recordings of security doorbells and cameras is prohibited except as requested by law enforcement. Any suspected nefarious use of security camera's or recorded footage should be reported to law enforcement by the unit owner. Likewise, any perceived harassment or violation of law should be reported to law enforcement by the unit owner.

Security apparatus that is installed in the interior of any unit may be done at the discretion of the unit owner. Tenants who rent condo units should contact the unit owner and/or refer to any provisions in their lease agreement.

**SMOKING:** Smoking within a condominium unit or its garage is at the discretion of the owner. Smoking in common areas is permitted as long as the smoke does not drift, by any means, into any doors, windows or other openings to a condominium unit. In limited common areas, such as driveways, patios, decks and porches, smoking is permitted as long as the smoke does not drift, by any means, into any doors, windows or other openings to a condominium unit OR does not drift in close proximity to the limited common areas of other condo units. Smokers are asked to be respectful of non-smokers. If smoke is reported as a nuisance, as evidenced by a complaint from a unit owner or tenant, the complaint shall be provided to the owner of the unit in which the smoker(s) reside or are visiting. Unit owner(s) notified of nuisance smoke shall take appropriate action to assure that smoker(s) adhere to the guidelines above. Failure to address nuisance smoking complaints may result in one or more fine(s) to the unit owner.

**UNPAID/LATE ASSOCIATION DUES:** Association dues are due by the 1st of each month and dues paid by check must be received in the management company office no later the 10th or they are considered delinquent.

Effective June 1, 2020, an administrative fee of \$25 per month shall be imposed for delinquent association dues.

Notice of intent by the Board to file a lien shall be mailed to the last known, valid address of the unit owner at such time as dues become 90 days delinquent.

The Board shall file a lien on any unit at such time as the dues of a unit become 4 months delinquent. Association dues which become 4 months delinquent shall have a lien recorded in the office of the Register of Deeds of Sarpy County Nebraska. Upon filing of a lien, the delinquent unit owner shall incur the lien filing charges incurred by the Association in addition to being responsible to pay delinquent dues and administrative fees outlined above.

The Board may take legal action on dues which are delinquent by 6 months or more. Owners of units with delinquent dues may be responsible for additional costs incurred in attempts to collect delinquent dues.

The Board may consider a reasonable proposal for catch-up payments by a unit owner who is delinquent on association dues, provided the owner has contacted the management company.

**LIMITED COMMON AREAS/MAINTENANCE AND UPKEEP:**

The Board shall determine standards, as requested, for patios, porches, balconies, garage doors, exterior doors and windows, pipes, lines, conduits and other equipment as needed to maintain appropriate aesthetics and consistency in appearance.

Each Unit Owner shall maintain in good, clean and attractive condition any patio, porch, portion of driveway, balcony, garage door, exterior doors and windows, pipes, lines ducts, conduits, air conditioners and other equipment that serves only their unit.

If the Board observes an item requiring maintenance, in its reasonable discretion, the Board shall provide notice and reasonable time to repair any such items which are the responsibility of the unit owner. If unit owner fails to complete such repair or maintenance in a reasonable period of time, the Board may cause such repair or maintenance to be performed at the expense of the unit owner. This maintenance or repair expense shall be added as a "balance due" and payment shall be made within 30 days from the date of notice to the unit owner unless other payment arrangements have been made with the management company.

**BOARD ELECTIONS AND TERMS:** The Executive Board (the Board) consists of five people elected by unit owners of the association. Board members must be an Owner and there is 1 vote per unit in electing people to serve on the Board. To provide for changes in composition of the Board, the following outlines the length of terms of volunteers who are elected to serve.

- Board seats 1 & 2: elected for 3 year terms, starting with the annual meeting held in 2020 and every 3 years thereafter;
- Board seats 3 & 4: elected for 3 year terms, starting with the annual meeting held in 2021 and every 3 years thereafter;
- Board seat 5: elected for 3 year term, starting with the annual meeting held in 2022 and every three years thereafter.

Board members term of service begins immediately following the annual meeting at which they are duly elected. There is no limit to the number of three-year terms that a Board member may serve, however, Board members who wish to continue to serve are to be voted upon at the end of each term. At each annual meeting, volunteers wishing to serve on the Board will be voted on by the unit owners based upon the above schedule. In the event there are more volunteers for the Board than seats available, the volunteer(s) getting the most votes shall be elected to the Board seats to be filled. In the event that number of seats to be filled is equal to the number of volunteers wishing to serve, the volunteer(s) submitting their name may serve by default (i.e., no vote by unit owners is required).

Board members shall:

- Attend monthly meetings in a location selected and agreed upon at each Board meeting;
- Have access to and respond to email communications/issues during the course of each month in a timely manner (48 hours);
- Be willing to observe property conditions that may require attention or for monitoring the work of service providers;
- Offer input and viewpoints that benefit the community in a positive and constructive manner to the best of their ability;
- Attend the Annual Owner's meeting each November.

Staggered terms allow for knowledge and expertise gained to be shared with newly elected, incoming Board members.

**PETS AND PET WASTE:** Unit owners and tenants are responsible to assure that pet waste is immediately picked up from common and limited common areas so that the property remains waste free. The lawn mowing service will not mow portions of the property containing excessive pet waste. Notice will be given and unit owner will be expected to remedy a pet waste issue or may incur costs of cleanup if required.

**SATELLITE DISHES AND ANTENNAS:** Unit owners may submit a request to the Board for consideration of satellite or antenna installation for exclusive use in the owned unit. Generally, satellite dishes or antennas will be permitted to be mounted in an exclusive use/limited use area of the owned unit. "Exclusive use" means an area of the property that only you, and persons you permit, may enter and use to the exclusion of other residents. Examples include: balconies, terraces, decks or patios that only you can use. Satellites and antennas may NOT be mounted or installed in common areas, such as the roof, common walkways, yard beyond your deck or patio or on the exterior walls. Requests should be submitted in writing prior to any installation of satellite or antenna. The Board may require removal, at the owner's expense, of any satellite or antenna installed on the common elements or that has not been approved in writing.

**REVIEW OF LEASES:** As per the Silverthorne Declarations, including amendments, leases are to be in writing and contain a provision that any lessee is subject to the terms of the Declarations and Community Rules and that failure to comply is a default under the lease. Although the Declarations provide the Association with the right to evict the lessee from the

Dwelling Unit due to such a default, eviction of a tenant would be a last resort. Leases should be provided to the management company for review at least 10 days prior to the date the lessee is entitled to possession of the Dwelling Unit. See the Declarations for additional requirements to which leases are subject.

**PARKED CARS/VEHICLES:** The driveway of a Dwelling Unit consists of the 20 feet of concrete directly in front of and measured from the garage door of the Dwelling Unit. It shall be used only for residents or their respective guests and is considered a limited common element (exclusive to the Dwelling Unit).

No vehicles shall be parked on the property other than in authorized parking areas. "No parking" signs may be posted as well as "no parking" notations and lines on the concrete as determined appropriate by the Board. The Declarations provide authority to tow away any vehicle which is in violation of the Community Rules governing parking. No trailers, boats, boat trailers, campers or recreational vehicles shall be stored or allowed to remain parked on the property.

Each parking area may be subject to designation of individual spaces as seemed appropriate by the Board. The Board may require vehicles to be identified/registered with the management company in order to assure enforcement of parking rules. No vehicle may be parked in a manner that obstructs ease of access to and exit from the garage of any Dwelling Unit. Warnings shall be issued for such obstruction to provide the vehicle owner/driver with the opportunity to park elsewhere. Failure to abide by requests from the management company/board may result in towing of the vehicle at the owner's expense. Vehicles must be moved at least every 72 hours. Vehicles may not be left with flattened tires, on blocks, or have repair work done in the parking areas (other than emergency repairs or repairs of a minimal nature).

**EMERGENCY CONTACT INFORMATION:** The management company must be able to contact the Unit Owner and/or tenant in the event that emergency access is needed. Phone number and email address (if any) should be provided to the management company for this purpose.