

**BIGFORK HARBOR
CONDOMINIUMS**

Rules and Regulations

Revised and Amended 2019

BIGFORK HARBOR CONDOMINIUMS
Bigfork, Montana

RULES AND REGULATIONS

The *Rules and Regulations* for Bigfork Harbor Condominiums are the result of committee suggestions, actions taken by the Board of Directors, and declarations and by-laws adopted by the Unit Owners. They are established for the benefit and protection of all the condominium homeowners. It is hoped that all homeowners will abide by the spirit of their rules and regulations in order to maintain the beauty and value of our property.

In the close proximity of condominium living it is essential that certain agreed-to common-sense rules be enforced. We ask your cooperation and support in making Bigfork Harbor a pleasant and friendly place to live.

Bigfork Harbor Board of Directors
Amended September 2015
Amended June 2019

INDEX

	Page
Rules Enforcement.....	4
Section	
1. Introduction.....	5
2. Definitions	5
3. Entrance, Open Spaces.....	5
4. Parking Lots.....	6
5. Sidewalks, Stairways.....	6
6. Buildings (Exterior).....	6
7. Buildings (Interior).....	7
8. Pets.....	8
9. Refuse Disposal.....	9
10. Employees.....	10
11. Rentals and Guests in Owner's Absence.....	10
12. Sales.....	12
13. Complaints.....	12
14. Boats and Slips.....	12
15. Clubhouse.....	13
16. Swimming Pool and Sauna.....	14
17. Fish Cleaning Station and Fishing.....	15
18. Absentee Winterizing of Your Unit/Return Procedure.....	15

19. Policy on Association Assessments in Arrears..... 16

20. Smoking..... 16

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RULES AND REGULATIONS

RULES ENFORCEMENT

Management, working under the direction of the Board of Directors, is responsible for enforcing all rules.

Enforcement procedures are as follows:

1. All owners, lessees, and employees are asked to report rule violations in writing to the Manager's office.
2. For infractions of rules concerning boat docks, sauna, swimming pool, clubhouse, signs, parking, exterior of building, interior of building and pets:
 - a) registered letters from Management will be sent to the offender, with a copy to the Unit Owner, if the occupant is a lessee or guest, advising of the offense, and the opportunity to cure it or otherwise resolve the matter;
 - b) If there is a second offense, a fine of up to \$250.00 may be assessed to the Unit Owner by the Board of Directors. Additional fines ~~can~~ may be assessed up to \$500.00 per offense.
3. Property damage to Bigfork Harbor, even if caused by a lessee or guest, will be assessed directly to the unit owner. Bigfork Harbor Homeowners Association will assess the damage, levy a fine, or a combination of both to recovers costs. Unit owners who prolong paying for damage through legal means can also be assessed attorney fees paid by the association during such process.
4. For rules involving lessees or guests the owner will be advised of the violation and appropriate action will be taken as set forth above.
5. For violations such as extremely late and loud partying, excessive speeding, threats of violence or any other civil disturbance where the welfare of the community is threatened, the County Sheriff will be called.

SECTION 1 - INTRODUCTION

1.1 No person shall use a condominium unit, the common elements, the recreational facilities, or any other commonly used property, in any manner contrary to, or not in accordance with, the rules herein, or as published in the following documents:

- (1) Declaration of Condominium Bigfork Harbor.
- (2) By-laws of Bigfork Harbor Homeowner's Association.

1.2 In case of conflict between the interpretation of the rules as published herein, and the Declaration of Condominium and by-laws, the Declaration of Condominium and by-laws will govern.

1.3 Unit owners are expected to obey these rules and regulations and will be responsible financially, and otherwise, for their actions, and those of their families, guests, employees and lessees.

1.4 The Board of Directors of the Association may modify these rules and regulations from time to time as needed as provided in Article 8, of the by-laws.

SECTION 2 – DEFINITIONS

2.1 "Lessee" shall be defined as a person or persons paying consideration for the right to occupy a unit for a given period of time. When used in these rules and regulations, the term "renter" is synonymous with "lessee".

2.2 "Guest" is defined as a person or persons occupying a unit for a given period of time without paying consideration to the owner.

SECTION 3 - ENTRANCE, OPEN SPACES

3.1 The maximum speed throughout the complex is 5 mph.

3.2 Parking is not permitted on any of the roadways within the complex. Parking rights are limited to designated parking spaces only.

3.3 No signs (including "open house" and "for sale"), advertisements, posters or flyers of any kind will be displayed within the limits of Bigfork Harbor property without consent of the Manager and/or Board of Directors.

3.4 Fireworks are strictly forbidden anywhere in the Bigfork Harbor Complex.

3.5 Soliciting of any kind on Bigfork Harbor property is strictly forbidden.

3.6 Stones are not to be thrown into, or removed from, the stream. This is a man-made stream and the stones and rocks have been carefully placed to enhance the beauty of the stream. Children are not allowed to play in the man-made stream area.

SECTION 4 - PARKING LOTS

4.1 Each condominium unit without an attached garage will be assigned one parking place. Guests are to use marked guest parking spaces. Guest parking spaces may not be used for parking on a permanent basis.

4.2 While away from the premises, owner(s) may leave their car only in their own assigned parking space or garage. A suitable covering may be used with approval of the Manager. If parked in their assigned space for over 45 days, the Manager has the right to remove the vehicle.

4.3 A vehicle, which cannot operate on its own power, will not remain on the condominium premises longer than 24 hours.

4.4 Only emergency repairs may be made to vehicles on condominium premises. There will be no car washing on condominium property. Any oil and other fluid leaks, debris, etc. that damage condominium property will be repaired at the expense of the homeowner.

4.5 A commercial vehicle may not be parked on the condominium property overnight.

4.6 Boats, trailers and recreational vehicles must be parked off the property. Boat owners shall be given a 24-hour grace period when launching their boat provided space is available.

4.7 The Association and the Board of Directors will not be responsible for any damage to vehicles while on the premises.

SECTION 5 – SIDEWALKS, STAIRWAYS

5.1 The sidewalks, stairways, area under stairways, stairway landings, entrances and other common elements shall not be used for storage. They will be kept clean and orderly.

5.2 Bicycles may be stored in garages or on patios and decks.

SECTION 6 - BUILDINGS, EXTERIOR

6.1 No additions to or modifications of the exterior of any condominium will be allowed without prior written approval of the Board of Directors. This includes, but is

not limited to the following: painting, structural additions, air conditioners, exterior antennas, satellite dishes, awnings, outside shutters, and signs. National flags may be properly displayed. Guidelines for installation and approval are available in the Manager's office.

6.2 Garments, towels, rugs, etc. may not be hung from the windows, balconies, or from any other part of the building or exterior walls or trees. No clothesline or similar device may be allowed on any portion of the condominium property. Cleaning rugs, mops, etc. from windows or balconies, or cleaning rugs, etc. by beating them on the exterior parts of the buildings is prohibited.

6.3 Unit owners will not grow, remove, or trim, any type of plant, tree, shrubbery, flowers or vines outside his unit or on condominium property without permission from the Manager or Board. Flowers in standing pots and hanging flower arrangements are allowed on patios and entryways.

6.4 The unit owner will not permanently place any furniture or equipment on any of the common elements.

6.5 Owners are responsible for replacing bulbs in light fixtures that operate from within the unit.

6.6 Use of electric or gas grills for outside cooking on the unit patio or deck is recommended. The use of charcoal starter fluid is prohibited.

6.7 Chimneys may be inspected each year, and owners will be billed for cleaning if necessary.

6.8 Firewood and equipment will not be stacked above railing height on decks.

SECTION 7 - BUILDINGS, INTERIOR

7.1 Units will be used only as single-family private dwellings.

7.2 Drapes and curtains with light colored liners are permitted on interior of windows and door. Under no circumstances will such material as aluminum foil, cardboard, etc. be permitted.

7.3 The unit owner will not permit anything to be done in the unit that will obstruct or interfere with the rights of the other unit owners.

7.4 Care will be exercised in the use of musical instruments, radios, television or other sound equipment so as not to disturb other residents. Dishwashers, washing machines and grills should not be operated between the hours of 10:00 p.m.

and 8:00 a.m. Construction noise within units should be limited to 8:00 a.m. to 6:00 p.m. except in case of emergency.

7.5 The unit owner will not permit anything to be done to or kept in the unit that will increase the rate of insurance on the condominium property.

7.6 For the mutual benefit and protection of condominium unit owners, the Association will retain a key to each unit in the Manager's Office.

7.7 The unit owners will not commit or permit any nuisance, immoral or illegal acts in or about the condominium property.

7.8 No flammable or explosive fluid will be stored in any unit or storage area except such small quantities as are required for normal household use.

7.9 Unit Owners are expected to have in force a HO6 insurance policy to protect their personal property and their condominium from any damage that might occur, or accept personal financial responsibility for such costs and for any damage to other units or common elements caused by them, their guests or lessees. Owners shall provide proof of purchase of insurance annually to the Manager.

Each unit is required to abide by the following fire safety procedures:

- (1) All units must have an approved fire extinguisher in place.
- (2) Check to make sure that the smoke alarms are working properly (contact Manager for a spray to activate alarm if unsure).
- (3) Shut off the circuit breakers to the heaters (floor and wall mounts), then open up front covers and clean out any dust or debris. Reinstall front cover. Turn circuit breaker back on.
- (4) Make sure heaters are not blocked by furniture, rugs, or any other items. Pay special attention to heaters in kitchens or utility rooms where heaters may be blocked by trashcans.
- (5) Proceed to winterize unit according to the Section 18 of the Rules and Regulations if vacating unit. Winterization procedures are to be followed regardless of the time of year, whenever the owner, lessee, or guest is expected to be absent for more than two days.

7.10 Garages are assigned to each unit and are for the exclusive use of Bigfork Harbor residents. Garages are not to be used by or rented to individuals residing elsewhere. Doors are to be kept closed except when owner is in attendance.

SECTION 8 - PETS

8.1 Owners must register their pet with the Manager in order to keep one dog or one cat in their unit provided pet is not kept, bred, or maintained for any commercial purposes and the pet owner conforms to the rules for pets established by the Board of Directors.

8.2 Lessees, renters and guests are prohibited from having a pet, unless they provide satisfactory proof to the Manager that the pet is considered a service or therapy animal. Satisfactory proof shall consist of a bona fide medical provider's note or comparable certification. Owners are responsible for notifying lessees, renters or guests of this rule.

8.3 Rules for registered pets shall be as follows:

- (1) Registered pets outside the condo units must have an identifying collar and must be leash walked (preferably with maximum 6 foot lease) while on the condo property. Homeowner must have control of pet at all times. Any excrement dropped on the common elements must be picked up and bagged by the pet owner and properly disposed of.
- (2) All pets, litter boxes, cages, etc. must be kept inside the unit- not on porches, stairways, landings, or any other common area.
- (3) Litter waste and other excrement must be properly bagged and placed in the trash disposal bins.
- (4) Continual barking or howling will be considered disturbing the peace.
- (5) Pets running unattended in the complex will result in the Manager calling animal control at owner's expense.

8.4 The procedure for registering a pet is as follows:

- (1) Obtain "Pet Registration Form" from Manager's office
- (2) Fill out the form completely
- (3) Read the rules regarding pets
- (4) Sign the pet registration form
- (5) Submit the form to the Manager
- (6) The Manager will retain the completed form and give a copy to the Unit Owner, lessee, renter, or guest.

8.5 Procedure for revoking pet privilege:

- (1) First offense: A registered letter will be sent to the pet owner by the Manager outlining the rule violation and asking for compliance.
- (2) Second offense: Pet owner will be requested to appear before the Board of Directors for a review of the rule violation.
- (3) Third offense: Will result in automatic revoking of the pet privilege by the Board of Directors and the owner will be told to remove the pet from the complex.
- (4) Continued violation will result in a fine as provided elsewhere in the rules and regulations.

8.6 Exotic pets are banned from Bigfork Harbor. The list includes but is not limited to snakes and any type of reptile including cobras, mambas, Burmese python, any other form of python, green anacondas, rattlesnakes, vipers, bird snakes and burrowing asps, along with Gila monsters and Mexican bearded lizards. Other animals banned outright include tigers, lions, leopards, cougars, wolves, coyotes, ferrets and all types of monkeys, apes and primates.

SECTION 9 - REFUSE DISPOSAL

9.1 All waste material and refuse not disposable in individual units must be placed in suitable containers, properly secured, prior to deposit in the dumpster.

9.2 After placing items in the dumpster, the lid must be closed tightly and secured to keep animals and rodents out.

9.3 Household and food waste must be placed in plastic bags before disposing in dumpster. All boxes must be broken down.

9.4 The disposal of large items such as old furniture, appliances or quantities of moving cartons, etc. is the responsibility of the individual owner. Such refuse must not be placed in refuse disposal areas.

9.5 It is suggested that you recycle cans, plastic and glass containers, newspaper, and cardboard through a recycling center.

SECTION 10 - EMPLOYEES

10.1 Employees of the Association are not permitted to perform personal services for homeowners or be detained or interfered with during regular working hours.

10.2 Contractors are to be supervised by the Manager or designee. Unit owners or lessees must not issue orders or directions to the contractor or his employees.

10.3 Reports concerning the conduct, activities or work habits of a contractor or his employees should be filed with the Manager in writing.

10.4 Employees or Contractors are hired to do all maintenance and landscaping. Any homeowner who volunteers their services is at their own risk. The Association is not responsible for any injury suffered by a homeowner who volunteers services of any kind.

SECTION 11 - RENTALS AND GUESTS IN OWNER'S ABSENCE

11.1 Transient rental of units is not allowed. An owner may rent his unit for a single period of not less than two weeks in a calendar year. After any such two-week rental, no other rentals will be made of any unit for less than one month for the remainder of that year.

11.2 The unit owner will provide the Manager with the name, number of authorized occupants, and any other pertinent information regarding anyone occupying a unit in the absence of the owner. This notice must be provided in writing. Lessees or guests shall notify the Manager of their departure from any unit whenever they anticipate being absent for longer than two days. Owners will be held responsible for notifying guests and lessees of the rules in effect and a copy of the *Rules and Regulations* will be placed in an accessible location in the unit. Owners are encouraged to provide written notice of the *Rules and Regulations* to these individuals.

11.3 Sub-leasing of a unit is not permitted.

11.4 Violations by renters, guests or lessees, which cause expense to the Association, will be assessed to the unit owner. Fines will be assessed according to the Rules and Regulations except in the circumstances in section 11.6.

11.5 Damage caused by a renter, guest or lessee will be directly assessed to the unit owner either through a direct assessment of the damage, an immediate fine, or a combination of both as determined by the Board of Directors and the Manager. The unit owner's obligation and responsibility is with the Association. Any requirements for notice as set forth in this Section do not create liability on the part of the Manager or

the Association for any loss, damage or injury resulting from acts or omissions by a unit owner, guest, lessee or renter.

11.6 Unit owners will respond to letters of infractions or other notices from the Board and Manager concerning acts or omissions by a guest, lessee or renter by actively working with their guest, lessee, or renter to resolve the complaint.

11.7 Unit owners will actively seek eviction of problem guests, lessees or renters.

SECTION 12 - SALES

12.1 All owners of units will notify the Association of any transfer, by sale or otherwise, of said units within (10) days of the date of the same. The notices shall include such information and be in such form that the Association may send all necessary notices to the person shown as the owner. (Section 23, item e, Association of Unit Owners by-laws.)

12.2 There is a new owner transfer fee equal to 3 months assessments payable to the Association at the time of closing.

SECTION 13 - COMPLAINTS

13.1 All complaints are to be made in writing to the Manager.

13.2 On receipt of a complaint, a form will be filled out for follow-up by the Manager.

13.3 Any complaint that cannot be resolved will be referred to the Board of Directors at its next regularly scheduled meeting.

SECTION 14 – BOATS AND SLIPS

14.1 Condominium property is not to be used for storing, cleaning or repairing watercraft. Owners may store their own boat in their garage. Boats may be cleaned in the immediate area of the boat ramp upon loading on owner's trailer in the fall.

14.2 Anyone causing damage to the shoreline, docks, or areas adjacent thereto will be responsible for the cost to repair such damage.

14.3 Boats must be operated at "No Wake" speed in the Bigfork Harbor in order to minimize shoreline erosion and prevent damage to boats and docks.

14.4 Boaters must clean up their litter or debris prior to leaving the area. Docks must not be used for storage.

14.5 Boat slips are assigned to each unit and are for the exclusive use of Bigfork Harbor residents. Boat slips are not to be used by or rented to individuals residing elsewhere. Current assignees have the right to let another owner use their assigned

slip provided the agreement between the two owners is filed with the Manager each spring. The Manager or Board reserves the right to reassign slips that are not being used by the current assignee to another owner for use for the season.

14.6 Violators' boats may be removed to a local marina at owner's expense.

14.7 A life ring is provided on or near the clubhouse docks for emergency use. Children are to be supervised on docks and must wear an approved life jacket.

14.8 No boat should exceed the size of the dock or impede another owner from using their dock.

SECTION 15 - CLUBHOUSE

15.1 The clubhouse and its facilities are for the use of Bigfork Harbor residents and their guests.

15.2 A parent or other responsible adult must accompany children under 16 years of age when in the clubhouse.

15.3 Pets are not allowed in the clubhouse or on the patios.

15.4 Persons wearing bathing suits or other wet apparel are not allowed in the clubhouse. They may enter the restrooms through the outside South door. Shoes must be worn in the clubhouse at all times.

15.5 Organized groups such as the bridge group may reserve the clubhouse on certain days each week provided that the intended use does not discriminate nor prejudice the rights of any owner. Board meetings or any other official association meetings shall take precedence over any other reservations.

15.6 Individual homeowners may reserve all or part of the clubhouse through the Manager for private parties upon giving reasonable notice. The clubhouse must be left in a clean and satisfactory condition. Reservation of the clubhouse does not extend to the patio area outside the clubhouse, which shall remain open to all residents.

15.7 Whenever the clubhouse facilities are used for an activity or party, the reserving Unit Owner in charge must be present during the activity and will be responsible for cleaning up.

15.8 Each owner shall be financially responsible for any damage caused to the clubhouse, or its contents, by said owner or any of the owner's family, lessees, or guests, and repair costs will be assessed against the owner.

15.9 Clubhouse property is not to be taken from the clubhouse or pool areas without the consent of the Manager.

15.6 The Manager may at any time restrict or forbid the use of the outside fire-pit and/or or the Association's grill if, in his or her judgment, fire season conditions or other extenuating circumstances so warrant.

SECTION 16 - SWIMMING POOL AND SAUNA

16.1 The pool season will be approximately from mid June to Labor Day depending on the weather.

16.2 The pool and pool area will normally be open from 9:00 a.m. to 9:00 p.m. The sauna is available 24 hours a day.

16.3 Use of the pool and sauna is limited to owners, lessees and their houseguests.

16.4 Children under 14 years of age may use the pool only when accompanied by and during the continued presence of a responsible adult. Pool Policy is open swim at all times. Children are not to use the sauna without an adult.

16.5 Everyone must shower before entering the pool or sauna. To prevent costly damage to filters and pump, everyone using suntan oil or lotion must shower every time before entering the pool or sauna.

16.6 Persons having any skin disease, sore or inflamed eyes, nasal or ear discharge, or any open sores are prohibited from entering the pool and sauna.

16.7 Swimmers with hair of shoulder length or longer must tie it up securely if not wearing a cap. Clips, pins and hair cause expensive damage to filters and pump.

16.8 Appropriate swimming attire must be worn.

16.9 Persons using oils and lotion must place towels on chairs and lounges.

16.10 Glass containers are forbidden in pool, pool area and sauna.

16.11 For the safety and peaceful enjoyment of all, be respectful toward all swimmers. No running or screaming is allowed in the pool area. Keep noise levels down so that all users may enjoy the pool area.

16.12 Soda cans and other containers must be discarded in trash collectors. Diapers are not to be discarded anywhere in the pool or clubhouse area.

16.13 The pool or the pool furniture may not be reserved by individuals or removed from the area.

16.15 Pets are not permitted in the pool area.

16.16 Bathers must wear an outer garment and footwear when going to and from the pool and sauna.

16.17 Use of pool is at swimmer's own risk. Bigfork Harbor Homeowner's Association does not assume any liability for injuries or damage to personal property.

16.18 No more than six people may occupy the sauna at one time.

16.19 Swimming pool gate is to remain closed at all times.

SECTION 17 - FISH CLEANING STATION AND FISHING

17.1 The following procedures shall be followed in the use of the station:

Turn on water. Turn on disposal. Slowly insert fish parts. Do not insert large fish heads or skins. Continue to run until all parts are gone. Turn off water and disposal. Clean up with brush. Do not use rags. If disposal stops working, please call Manager right away.

17.2 Fishing on Bigfork Harbor premises is limited to owners, their guests, and lessees. Owners, guests, and lessees are not authorized to allow others on the premises to fish.

SECTION 18 - ABSENTEE WINTERIZING OF YOUR UNIT / RETURN PROCEDURE

18.1 When absent for more than two days, homeowners or guests and lessees shall follow the following procedures:

- (1) Shut off their main water valve regardless what time of year it is.
- (2) Keep heat set at minimum 50 degrees.
- (3) Turn off hot water heater circuit breaker.
- (4) Turn off main water line valve (located in utility room, bedroom closet, or hall pantry closet).
- (5) Open all faucets.
- (6) Let water drain until it stops.
- (7) Make sure all windows, skylights, and vents are shut. Open doors to bathroom, laundry room, and bedroom and doors under sinks.
- (8) Keep objects away from wall heaters.

- (9) Advise the Manager that you will be gone and approximately when you plan to return. and if you plan to have guests use your condo while you are not there.

18.2 When returning:

- (1) Close all faucets.
- (2) Slowly turn on main water line valve.
- (3) Turn on hot water heater circuit breaker.
- (4) Check for any leaks around sinks, toilets, tubs, valves, or skylights.
- (5) Set unit heat to your preference.
- (6) Notify the Manager of your return.

SECTION 19 - POLICY ON ASSOCIATION ASSESSMENTS IN ARREARS

19.1 Homeowner will be notified by mail after 15 days overdue.

19.2 Name and amount of delinquency will be posted on complex bulletin board near the entrance after assessment is 60 days overdue.

19.3 Assessments in arrears shall be subject to attorney fees, penalty, and interest.

19.4 Continued delinquency of monthly homeowners' assessments will result in the filing of a lien against the property for the delinquent dues, attorney fees, penalties, and interest after 90 days.

SECTION 20 – SMOKING

20.1 Smoking is prohibited at all times in the Clubhouse and in the swimming pool area. The "swimming pool area" includes the pool, deck, and the perimeter outside the gate around the pool, to a distance of five (5) feet.

20.2 While Montana law permits smoking within a resident's unit, residents and their guests should not smoke in such a way as to interfere with the use and enjoyment of another unit.

slip provided the agreement between the two owners is filed with the Manager each spring. The Manager or Board reserves the right to reassign slips that are not being used by the current assignee to another owner for use for the season.

14.6 Violators' boats may be removed to a local marina at owner's expense.

14.7 A life ring is provided on or near the clubhouse docks for emergency use. Children are to be supervised on docks and must wear an approved life jacket.

14.8 No boat should exceed the size of the dock or impede another owner from using their dock.

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15.4 Persons wearing bathing suits or other wet apparel are not allowed in the clubhouse. They may enter the restrooms through the outside South door. Shoes must be worn in the clubhouse at all times.

15.5 Organized groups such as the bridge group may reserve the clubhouse on certain days each week provided that the intended use does not discriminate nor prejudice the rights of any owner. Board meetings or any other official association meetings shall take precedence over any other reservations.

15.6 Individual homeowners may reserve all or part of the clubhouse through the Manager for private parties upon giving reasonable notice. The clubhouse must be left in a clean and satisfactory condition. Reservation of the clubhouse does not extend to the patio area outside the clubhouse, which shall remain open to all residents.

15.7 Whenever the clubhouse facilities are used for an activity or party, the reserving Unit Owner in charge must be present during the activity and will be responsible for cleaning up.

15.8 Each owner shall be financially responsible for any damage caused to the clubhouse, or its contents, by said owner or any of the owner's family, lessees, or guests, and repair costs will be assessed against the owner.

15.9 Clubhouse property is not to be taken from the clubhouse or pool areas without the consent of the Manager.